

5 -30

After Recording Return To:  
SEB Legal, LLC  
2225 E. Murray Holladay Road, Suite 111  
Salt Lake City, UT 84117

11907956  
09/04/2014 10:56 AM \$48.00  
Book - 10257 Pg - 9041-9045  
GARY W. OTT  
RECODER, SALT LAKE COUNTY, UTAH  
SEB LEGAL LLC  
2225 E MURRAY HOLLOWAY RD #111  
SLC UT 84117  
BY: SRA, DEPUTY - WI 5 P.

**AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AND RESERVATION OF EASEMENTS**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions (“Declaration”) that established a planned unit development known as Belmont Terrace is executed on the date set forth below by the Board of Directors for The Belmont Terrace Homeowners Association, Inc. (“Association”), a Utah nonprofit corporation.

**RECITALS**

A. Certain real property in Salt Lake County, Utah, known as Belmont Terrace PUD was subjected to certain covenants, conditions, and restrictions pursuant to an Amended and Restated Declaration recorded on September 8, 2010, on the records of Salt Lake County, Utah (the “Declaration”);

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto;

C. This amendment is intended to clarify parking assignments and to detail maintenance responsibilities for those Owners who have garages;

D. Pursuant to Article XV, Section 15.5 of the Declaration, the Board of Directors hereby confirms that at least 67% of the total votes held by the Owners were received in the affirmative for this amendment;

**NOW, THEREFORE**, the Association hereby amends the Declaration as follows:

**Article II, Section 2.3 Enforcement & Easements for Parking shall be amended in its entirety and shall read as follows:**

**2.3 *Enforcement & Easements for Parking.***

The Association, through its officers, committees and agents, is hereby empowered to establish “parking” and “no parking” areas within the Common Area, as well as to enforce these parking limitations by all means lawful for such enforcement including the removal of any violating vehicle by those so empowered (e.g. through towing) without further notice.

With the exception of Lots 22 through 27, each Lot in the community is hereby assigned the two parking spaces labeled A and B with the corresponding Lot number as shown on the Map. For example, Lot 1’s parking spaces are shown on the Map as 1-A and 1-B. Lot 2’s spaces are shown as 2-A and 2-B, and so on. Lots 22-27 are assigned the parking spaces as shown on Exhibit “B,” and correspond with the Map as

follows:

Lot 22's assigned parking spaces are shown on the original Map as parking spaces 22-A and 27-B  
Lot 23's assigned parking spaces are shown on the original Map as parking spaces 23-A and 22-B  
Lot 24's assigned parking spaces are shown on the original Map as parking spaces 24-B and 25-A  
Lot 25's assigned parking spaces are shown on the original Map as parking spaces 24-A and 23-B  
Lot 26's assigned parking spaces are shown on the original Map as parking spaces 25-B and 26-A  
Lot 27's assigned parking spaces are shown on the original Map as parking spaces 26-B and 27-A

These specific parking spaces as assigned are reserved for the exclusive use of the Owner of each such Lot. Every devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to create a permanent, exclusive easement appurtenant to such Lot for parking on those parking spaces as described in the Map and this amendment and designated thereon as being reserved for the exclusive use of the Owner of such Lot.

Temporary guest or recreational parking shall be permitted within the Common Area only within the spaces and areas clearly marked for this purpose. Spaces shall be shown by signs or markings on the paved area.

**Article IX, Section 9.2, paragraph 1 shall be amended in its entirety and shall read as follows:**

**9.2      *Maintenance Obligations of Owners.***

Subject to the duty of the Association to provide maintenance as provided in Section 9.2 of this Article, it shall be the duty of each Owner, at their sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain, repair, replace, and restore his Dwelling Unit and all improvements therein in a neat, sanitary and attractive condition. Also, each Owner, at their sole cost and expense, shall be responsible for the maintenance, repair, and replacement of any deck or patio attached to their Dwelling Unit, and the interior and exterior (excluding the roof) of any garage or storage space erected upon a Lot's assigned parking spaces, subject to the provisions of Article VIII above.

IN WITNESS WHEREOF, THE BELMONT TERRACE HOMEOWNERS ASSOCIATION, INC., by and through its Board of Directors, has executed this Amendment to the Declaration as of the 25 day of August, 2014.

**THE BELMONT TERRACE HOMEOWNERS ASSOCIATION, INC.**

Henry A. Youngstrom  
President

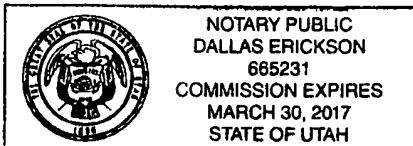
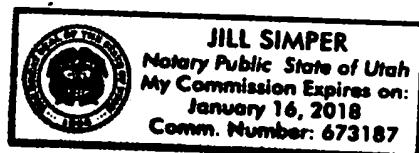
Jill Simper  
Secretary

STATE OF UTAH )  
:ss  
County of Salt Lake )

On the 25 day of August, 2014, personally appeared Henry A. Youngstrom and Jana Fries who, being first duly sworn, did say that they are the President and Secretary of the Association and that the foregoing instrument was signed and sealed on behalf of the Association by authority of its Board; and each of them acknowledged the execution of said instrument to be their voluntary act and deed.

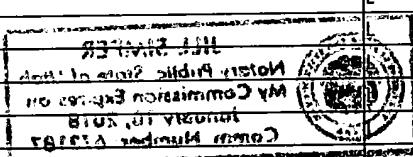
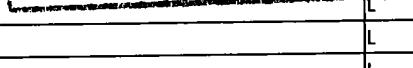
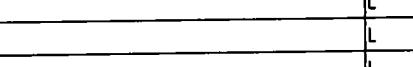
State of Utah County of Salt Lake  
Subscribed and sworn before me on 9/4/14  
Dallas E. (Date)  
(Notary Signature)

Jill Simper  
Notary Public for Utah



**EXHIBIT A**  
**LEGAL DESCRIPTION**

All Lots of the Belmont Terrace PUD as shown on the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	L	1	22-28-278-021-0000	N
	L	2	22-28-278-020-0000	N
	L	3	22-28-278-019-0000	N
	L	4	22-28-278-018-0000	N
	L	5	22-28-278-017-0000	N
	L	6	22-28-278-016-0000	N
	L	7	22-28-278-015-0000	N
	L	8	22-28-278-022-0000	N
	L	9	22-28-278-023-0000	N
	L	10	22-28-278-024-0000	N
	L	11	22-28-278-025-0000	N
		12	22-28-278-030-0000	N
		13	22-28-278-029-0000	N
		14	22-28-278-028-0000	N
	L	15	22-28-278-027-0000	N
	L	16	22-28-278-031-0000	N
	L	17	22-28-278-032-0000	N
	L	18	22-28-278-033-0000	N
	L	19	22-28-278-034-0000	N
	L	20	22-28-278-038-0000	N
	L	21	22-28-278-037-0000	N
	L	22	22-28-278-036-0000	N
	L	23	22-28-278-035-0000	N
	L	24	22-28-278-039-0000	N
	L	25	22-28-278-040-0000	N
	L	26	22-28-278-041-0000	N
	L	27	22-28-278-042-0000	N
	L	28	22-28-278-050-0000	N
	L	29	22-28-278-049-0000	N
	L	AREA	22-28-278-026-0000	N

**EXHIBIT "B"**  
**ASSIGNED PARKING SPACES FOR LOTS 21-27**

FLOORPLAN SKETCH																																																	
Borrower: Property Address: City: Lender:	File No.: Belmont Terrace HOA Case No.: State: Zip:																																																
<p>Comments:</p> <hr/>																																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center;">AREA CALCULATIONS SUMMARY</th> </tr> <tr> <th>Code</th> <th>Description</th> <th>Net Size</th> <th>Net Totals</th> </tr> </thead> <tbody> <tr> <td rowspan="10" style="vertical-align: top;">GAR</td> <td>Garage</td> <td>324.0</td> <td></td> </tr> <tr> <td>Carport</td> <td>324.0</td> <td></td> </tr> <tr> <td>Carport</td> <td>486.0</td> <td></td> </tr> <tr> <td>Garage</td> <td>324.0</td> <td></td> </tr> <tr> <td>Carport</td> <td>324.0</td> <td></td> </tr> <tr> <td>Carport</td> <td>486.0</td> <td></td> </tr> <tr> <td>Storage</td> <td>486.0</td> <td>2268.0</td> </tr> <tr> <td>Storage</td> <td>72.0</td> <td></td> </tr> <tr> <td>Storage</td> <td>72.0</td> <td></td> </tr> <tr> <td>Storage</td> <td>72.0</td> <td></td> </tr> <tr> <td>Storage</td> <td>36.0</td> <td>324.0</td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">AREA BREAKDOWN</th> </tr> <tr> <th>Breakdown</th> <th>Subtotals</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="height: 100px;"></td> </tr> </tbody> </table>			AREA CALCULATIONS SUMMARY			Code	Description	Net Size	Net Totals	GAR	Garage	324.0		Carport	324.0		Carport	486.0		Garage	324.0		Carport	324.0		Carport	486.0		Storage	486.0	2268.0	Storage	72.0		Storage	72.0		Storage	72.0		Storage	36.0	324.0	AREA BREAKDOWN		Breakdown	Subtotals		
AREA CALCULATIONS SUMMARY																																																	
Code	Description	Net Size	Net Totals																																														
GAR	Garage	324.0																																															
	Carport	324.0																																															
	Carport	486.0																																															
	Garage	324.0																																															
	Carport	324.0																																															
	Carport	486.0																																															
	Storage	486.0	2268.0																																														
	Storage	72.0																																															
	Storage	72.0																																															
	Storage	72.0																																															
Storage	36.0	324.0																																															
AREA BREAKDOWN																																																	
Breakdown	Subtotals																																																

PO Box 711758, SLC, Utah 84171 801-651-0434