

E 145232 B 0614 P 0388
Date 21-MAR-2000 9:14am
Fee: 30.00 Check
Filed By NAN
KALLEEN B. PESHELL, Recorder
POSTWICK SCOTT CRAWLEY
TOOELE COUNTY CORPORATION

**AMENDMENT NO. ONE
TO THE DECLARATION OF CONDOMINIUM OF
THE FIELDS AT OVERLAKE CONDOMINIUMS
(An Expandable Residential Condominium Project)**

THIS AMENDMENT TO THE DECLARATION of Condominium of the Fields at Overlake Condominiums is made pursuant to the Utah Condominium Act, Utah Code Ann. §57-8-13.6, and executed this 25th day of February, 2000, and AMENDS THE DECLARATION OF CONDOMINIUM OF THE FIELDS AT OVERLAKE CONDOMINIUMS an expandable condominium project, recorded the 14th day of May 1999, as Entry No. 131110, in Book 0568, at Pages 0338 et. seq., of the records of Tooele County, State of Utah and affecting properties identified therein as Phase One (Exhibit "A" hereto) and Additional Land (Exhibit "B" hereto).

AMENDMENT

The Declaration of Condominium of the Fields at Overlake Condominiums referenced above is hereby amended to add section 17.21 to ARTICLE 17 GENERAL PROVISIONS which shall read as set forth below. This Amendment shall supersede and replace any inconsistent provisions of the Declaration of Condominium of the Fields at Overlake Condominiums previously recorded.

17.21 Disputes With Declarant: No right or cause of action, as against Declarant, shall arise by virtue of this Declaration to the benefit of any individual Owner or group of Owners, whether past or present, or the Association.

a. In the event of any dispute or claim which shall arise between the Declarant and any individual Owner, group of Owners, or the Association and relating to the Property, Declarant, at its option and in its sole discretion may demand that any or all such claim or dispute be submitted to Mediation and/or Arbitration, or both, before the American Arbitration Association in compliance with the Construction Industry Arbitration Rules of the American Arbitration Association. Upon receipt of a written demand for Mediation and/or Arbitration from Declarant, the individual Owner, group of Owners, or the Association agrees to submit the dispute or claims referenced therein to the American Arbitration Association as demanded. In the event that Declarant chooses to exercise its option to submit the dispute or claim to Arbitration, said dispute or claim shall be settled by arbitration before and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be final and may be entered in any court having jurisdiction thereof.

b. Any dispute which shall arise between the Declarant and present or past individual Owners or groups of Owners of the Association or the Association, shall be subject to the following limitations:

13-11-1A, 1B
2A, 2B
2C, 2D
3A, B, C, D, E

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(i) If the dispute relates to defects or conditions of any parcel of property and/or the improvements thereon, Declarant reserves the right at its sole option to buy back the subject property and improvements thereon or any portion thereof in full settlement and release of all claims or causes of action arising from defects or conditions of the property or portion of property for an amount equal to the amount of the purchase price plus the cost of any improvements made subsequent to purchase for which clear proof of the costs can be provided.

(ii) No dispute, claim or controversy shall be formally commenced, filed or initiated prior to 60 days from the date that Declarant has been served a written notice of claim which clearly enunciates the claimant(s) name(s), address(es), and phone number(s), the circumstances or issues being complained of, the relief sought, and the basis for concluding that Declarant is responsible therefor. In the event that Declarant responds by serving upon the claimant(s) a written proposal for curing the circumstances or issues being complained of within the 60 days, then the time period prior to which any dispute, claim or controversy shall be formally commenced, filed or initiated shall be increased an additional 30 days within which the claimant(s) may respond. In the event that Declarant fails to respond within 60 days or the claimant(s) fail(s) to respond within 30 days as described above, the dispute, claim or controversy may be formally commenced.

(iii) No dispute shall be commenced by the Association against the Declarant, the builders of the improvements on the Property, or the Developer without vote and the written agreement of Owners of Units to which at least eighty-five percent (85%) of the votes in the Association are allocated.

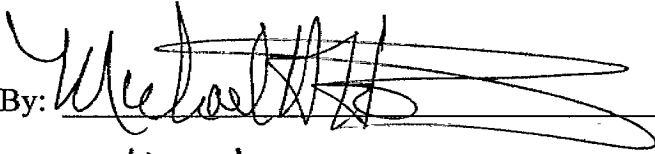
None of the foregoing provisions may be subsequently amended without vote and written agreement of Owners of Units to which at least eighty-five percent (85%) of the votes in the Association are allocated and written consent by the Declarant.

This Amendment to the Declaration of Condominium of the Fields at Overlake Condominiums, shall take effect upon recording in the office of the County Recorder of Tooele County, Utah by HOLMES & ASSOCIATES, L.C.

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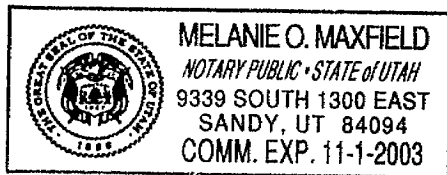
IN WITNESS WHEREOF, the undersigned being the Declarant, has caused this instrument to be executed and its seal be affixed hereto on the day and year first above written.

HOLMES & ASSOCIATES, L.C.
a Utah Limited Liability Company

By: 
Title: Member

STATE OF UTAH }
 }
 } ss.
COUNTY OF TOOELE }

On the 25th day of February, 2000, personally appeared before me Michael H. Holmes, who being by me duly sworn, did say that he is a Member of HOLMES & ASSOCIATES, L.C., and that said instrument was acknowledged on behalf of said HOLMES & ASSOCIATES, L.C., by authority, and said person duly acknowledged to me that he as such Member of said limited liability company executed the same.



Melanie O. Maxfield
NOTARY PUBLIC
Residing at _____

My Commission Expires: _____

EXHIBIT "A"

**LEGAL DESCRIPTION
PHASE ONE**

The following described real property, located in Tooele County, Utah, is the Parcel representing phase one of the Condominium Project:

PHASE 1 BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES SOUTH 00'13'38" EAST 229.32 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST SLB&M. AND SOUTH 90'00'00" WEST 42.00 FEET PERPENDICULAR TO SAID EAST SECTION LINE, (A FOUND TOOELE COUNTY SURVEY BRASS CAP), SAID POINT ALSO LYING ON THE WESTERLY RIGHT OF WAY OF BERRA BLVD.; RUNNING THENCE ALONG SAID RIGHT OF WAY SOUTH 00'13'38" EAST 175.28 FEET TO A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90'00'00", RADIUS OF 25.00 FEET, (CHORD BEARS SOUTH 44'46'22" WEST 35.36 FEET), THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET TO A POINT OF TANGENCY, SAID POINT ALSO LIES ON THE NORTHERLY RIGHT OF WAY OF 1910 NORTH STREET OF THE OVERLAKE ESTATES PHASE 1G AMENDED PLAT, RUNNING THENCE ALONG SAID RIGHT OF WAY SOUTH 89'46'22" WEST 215.63 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE REMAINDER PROPERTY OF THE LOT 601 PLAT OR OVERLAKE ESTATES; THENCE ALONG SAID BOUNDARY THE NEXT (6) SIX COURSES: 1) NORTH 00'13'38" WEST 117.00 FEET, 2) NORTH 89'46'22" EAST 103.63 FEET TO THE 3) BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 90'00'00" RADIUS OF 20.00 FEET (CHORD BEARS NORTH 44'46'22" EAST 28.28 FEET), THENCE ALONG THE ARC OF SAID CURVE 31.42 FEET TO A POINT OF TANGENCY; 4) NORTH 00'13'38" WEST 44.50 FEET TO THE 5) BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 22'30'00" RADIUS OF 20.00 FEET (CHORD BEARS NORTH 11'28'38" WEST 7.80 FEET) THENCE ALONG THE ARC OF SAID CURVE 7.85 FEET TO A POINT OF NON-TANGENCY; 6) NORTH 75'22'36" EAST 45.92 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NEIGHBORHOOD COMMERCIAL SITE OF OVERLAKE DEVELOPMENT; THENCE ALONG SAID BOUNDARY NORTH 90'00'00" EAST 74.05 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 0.864 ACRES MORE OR LESS.

EXHIBIT "B"

**LEGAL DESCRIPTION
ADDITIONAL LAND**

The following described real property, located in Tooele County, Utah, is the Additional Land.

ADDITIONAL LAND BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES SOUTH 00'13'38" EAST 229.32 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST SLB&M, AND SOUTH 90'00'00" WEST 116.05 FEET PERPENDICULAR TO SAID SECTION LINE, (A FOUND TOOELE COUNTY SURVEY BRASS CAP), SAID POINT ALSO LIES ON THE NORTHERLY BOUNDARY OF THE FIELDS AT OVERLAKE PHASE I PARCEL; RUNNING THENCE ALONG THE FIELDS AT OVERLAKE PHASE I BOUNDARY THE FOLLOWING (6) SIX COURSES: 1) SOUTH 75'22'36" WEST 45.92 FEET TO THE 2) BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 22'30'00" RADIUS OF 20.00 FEET (CHORD BEARS SOUTH 11'28'38" EAST 7.80 FEET) THENCE ALONG THE ARC OF SAID CURVE 7.85 FEET TO A POINT OF TANGENCY, 3) SOUTH 00'13'38" EAST 44.50 FEET TO THE 4) BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 90'00'00" RADIUS OF 20.00 FEET (CHORD BEARS SOUTH 44'46'22" WEST 28.28 FEET), THENCE ALONG THE ARC OF SAID CURVE 31.42 FEET TO A POINT OF TANGENCY, 5) SOUTH 89'46'22" WEST 103.63 FEET 6) SOUTH 00'13'38" EAST 117.00 FEET TO A POINT WHICH LIES ON THE NORTHERLY RIGHT-OF-WAY OF 1910 NORTH STREET OF THE AMENDED OVERLAKE ESTATES PHASE 1G PLAT; THENCE SOUTH 89'46'22" WEST 200.37 FEET; THENCE NORTH 75'35'21" WEST 31.01 FEET; THENCE SOUTH 89'42'22" WEST 125.00 FEET; THENCE NORTH 00'13'38" WEST 362.49 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF 2000 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY NORTH 89'50'26" EAST 414.21 FEET TO THE WESTERLY BOUNDARY OF THE NEIGHBORHOOD COMMERCIAL SITE OF THE OVERLAKE DEVELOPMENT; THENCE ALONG SAID BOUNDARY THE FOLLOWING (2) TWO COURSES: 1) SOUTH 00'09'33" EAST 61.31 FEET, 2) SOUTH 45'31'38" EAST 152.47 FEET TO THE POINT OF BEGINNING.
SAID PARCEL OF LAND CONTAINS 3.596 ACRES MORE OR LESS.

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