

2190998

AMENDED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

CARRIAGE LANE CONDOMINIUM APARTMENT HOMES

This Amended Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration, " is made and executed in Salt Lake County, State of Utah, this 6 day of MAR, 196, pursuant to the provisions of the Utah Condominium Ownership Act and by direction and approval of 75% or more of the owners entitled to vote whose signatures are appended hereto

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the vicinity of 4559 Holladay Boulevard, Salt Lake County, State of Utah, and more particularly described as follows:

Beginning at a point on the West Line of 2300 East Street, said point being south 521.29 feet and West 36.50 feet from the center of Section 3, Township Two South, Range One East, Salt Lake Base and Meridian, and running thence South 0°52' West along said West Line 342.35 feet; thence South 86°27' West 562.89 feet; thence South 86°12' West 444.10 feet to the East Line of Holladay Boulevard; thence North 39°05' West along said East Line 356.40 feet; thence North 89°02' East 259.43 feet; thence North 19°21' West 64.00 feet; thence North 86°22' East 449.11 feet; thence North 85°36' East 363.00 feet; thence North 87°16'30" East 186.70 feet to the point of beginning.

and

WHEREAS, Declarant is the owner of certain condominium apartment home buildings and certain other improvements heretofore constructed or hereafter to be constructed upon the aforesaid premises which property constitutes a "Condominium Project" under the terms of the provisions of the Utah Condominium Ownership Act, (Title 57, Chapter 8, Utah Code Annotated 1953), and it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed;

and

WHEREAS, on the 4th day of February, 1965, Declarant filed for record in the office of the County Recorder of Salt Lake County, State of Utah, a certain instrument entitled "Record of Survey Map of Carriage Lane Condominium Apartment Homes," hereinafter referred to as "Map," which Map is filed of record herewith; and

Recorded at Request of V. H. Casper  
at 28 M. Fee Paid \$66.40 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah  
By Lynn Jensen Dep. Date MAR 10 1967  
2193 Carriage Lane - City 84117

1           WHEREAS, Declarant desires and intends by filing this Declaration and the afore-  
2 said Map to submit the above described property and the Condominium Apartment Home  
3 buildings and other improvements constructed thereon, together with all appurtenances there-  
4 to, to the provisions of the aforesaid act as a condominium project and to impose upon said  
5 property mutually beneficial restrictions under a general plan of improvement for the bene-  
6 fit of all of said condominiums and the owners thereof,

7           NOW, THEREFORE, the Declarant does hereby publish and declare that all of the  
8 property described above is held and shall be held, conveyed, hypothecated, encumbered,  
9 leased, rented, used, occupied, and improved subject to the following covenants, condi-  
10 tions, restrictions, uses, limitations and obligations, all of which are declared and agreed  
11 to be in furtherance of a plan for the improvement of said property and the division thereof  
12 into condominiums, and shall be deemed to run with the land and shall be a burden and a  
13 benefit to Declarant, its successors and assigns and any person acquiring or owning an inter-  
14 est in the real property and improvements, their grantees, successors, heirs, executors,  
15 administrators, devisees and assigns.

16           1. Definitions: Certain terms as used in this Declaration shall be defined as  
17 follows, unless the context clearly indicates a different meaning therefor:

18           (a) "Declarant" shall mean Condominium Developers, Inc., a Utah  
19 Corporation, which has made and executed this Declaration;

20           (b) "Declaration" shall mean this instrument by which the Carriage Lane  
21 Condominium Apartment Homes Project is established as provided for under the  
22 Utah Condominium Ownership Act;

23           (c) "Project" shall mean the entire parcel of real property referred to in  
24 this Declaration to be divided into condominiums, including all structures  
25 thereon;

26           (d) "Map" shall mean the Record of Survey Map of Carriage Lane Condo-  
27 minium Apartment Homes, filed for record herewith by Declarant;

28           (e) "Unit" shall mean the elements of a condominium which are not owned

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in common with the Owners of other condominiums in the project as shown on the Map. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the space so encompassed;

(f) "Common Area" shall mean all land and all portions of the property not located within any Unit; and also includes, but not by way of limitation, roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and girders, to the interior surfaces thereof, regardless of location, greens, gardens, patios, carports, storage areas, walkways, service streets and parking areas, club house, swimming pool, putting green, and any other recreational areas and facilities, all installations of power, lights, gas, hot and cold water and heating existing for common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

(g) "Condominium" shall mean the entire estate in the real property owned by any Owner, consisting of an undivided interest in the Common Area and ownership of a separate interest in a Unit;

(h) "Owner" shall mean any person with an ownership interest in a condominium in the project;

(i) "Management Committee" shall mean the governing body of the Project, elected pursuant to paragraph 5 hereof;

(j) "Manager" shall mean the person or firm designated by the Management Committee to manage the affairs of the Project;

(k) "Mortgage" shall mean a deed of trust as well as a mortgage;

(l) "Mortgagee" shall mean a beneficiary under or holder of a deed of trust as well as a mortgagee;

1 (m) "Record" means to file of record with the office of the County Recorder  
2 of Salt Lake County, State of Utah;

3 (n) "Condominium Act" shall mean the Utah Condominium Ownership Act  
4 (Title 57, Chapter 8, Utah Code Annotated 1953).

5 2. Voting. At any meeting of the Owners, each Owner, including Declarant,  
6 shall be entitled to cast a number of votes as shown on Exhibit A, attached hereto and incor-  
7 porated herein by reference thereto. Any Owner may attend and vote at such meeting in  
8 person, or by an agent duly appointed by an instrument in writing signed by the Owner and  
9 filed with the Management Committee or the Manager. Any designation of an agent to act  
10 for an Owner may be revoked at any time by written notice to the Management Committee  
11 or Manager, and shall be deemed revoked when the Management Committee or the Manager  
12 shall receive actual notice of the death or judicially declared incompetence of such Owner  
13 or of the conveyance by such Owner of his condominium. Where there is more than one  
14 record Owner, any or all of such persons may attend any meeting of the Owners, but it shall  
15 be necessary for those present to act unanimously in order to cast the votes to which they are  
16 entitled. Any designation of an agent to act for such persons must be signed by all such  
17 persons. Declarant shall be entitled to vote with respect to any condominium owned by  
18 Declarant.

19 In the event that a notice of default is recorded by any mortgagee who holds a  
20 mortgage which is a first lien on a condominium against the Owner of the condominium  
21 covered by the mortgage, then and in that event and until the default is cured, the right  
22 of the Owner of such condominium to vote shall be transferred to the mortgagee recording  
23 the notice of default.

24 3. Meetings. The presence at any meeting of Owners having a majority of the  
25 total votes shall constitute a quorum. In the event that a quorum is not present at any  
26 meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later  
27 date and give notice thereof to all the Owners in accordance with the provisions of para-  
28 graph 4 hereof, and at that meeting the presence of Owners holding in excess of thirty per

1 cent of the total votes shall constitute a quorum for the transaction of business; but in the  
2 event a quorum is not present at that meeting, the Owners present, though less than a quor-  
3 um, may give notice to all the Owners in accordance with paragraph 4 of an adjourned  
4 meeting, and, at that meeting, whatever Owners are present shall constitute a quorum.  
5 Unless otherwise expressly provided in this Declaration, any action may be taken at any  
6 meeting of the Owners upon the affirmative vote of a majority of the voting power of the  
7 Owners present and voting provided that a quorum is present as provided for above.

8 (a) Annual Meeting. There shall be a meeting of the Owners on the Sec-  
9 ond Tuesday of Feb. of each year at 8:00 P.M. upon the Common Area or at  
10 such other reasonable place or time (not more than thirty days before or  
11 after such date) as may be designated by written notice of the Management  
12 Committee delivered to the Owners not less than ten (10) days prior to the date  
13 fixed for said meeting. At the annual meeting, the Management Committee  
14 shall present an audit of the common expenses, itemizing receipts and disburse-  
15 ments for the preceding calendar year, the allocation thereof to each Owner,  
16 and the estimated common expenses for the coming calendar year. Within ten  
17 (10) days after the annual meeting, said statement shall be delivered to the  
18 Owners not present at said meeting.

19 (b) Special Meetings. Special meetings of the Owners may be called at  
20 any time for the purpose of considering matters which, by the terms of this De-  
21 claration require the approval of all or some of the Owners, or for any other  
22 reasonable purpose. Said meetings shall be called by written notice, signed by  
23 a majority of the Management Committee, or by the Owners having one-third  
24 (1/3) of the total votes and delivered not less than fifteen (15) days prior to  
25 the date fixed for said meeting. Said notices shall specify the date, time and  
26 place of the meeting, and the matters to be considered thereat.

27 4. Notices. Any notice permitted or required to be delivered as provided here-  
28 in may be delivered either personally or by mail. If delivery is made by mail, it shall be

1 deemed to have been delivered twenty-four (24) hours after a copy of same has been depos-  
2 ited in the United States mail, postage prepaid, addressed to each such person at the  
3 address given by such person to the Management Committee or Manager for the purpose of  
4 service of such notice or to the Unit of such person if no address has been given to the  
5 Manager. Such address may be changed from time to time by notice in writing to the Man-  
6 agement Committee or the Manager.

7 5. Membership, Election and Proceedings of the Management Committee.

8 (a) Membership. The Management Commit<sup>ee</sup> shall consist of five mem-  
9 bers, who shall be elected by the Owners, provided, however, that at the election of 1967  
10 Melvin Jensen may at his option serve for a period of one year as a member of said committee  
11 and provide<sup>d</sup> further that at the election of 1968 said Melvin Jensen may once again serve  
12 on said committee for the next ensuing two year term. In the event that the number of units  
13 owned by Condominium Developers shall be five or less at any time during the term of office  
14 of Melvin H. Jensen he shall thereupon be deemed disqualified to serve and shall be  
15 removed from said committee and his successor appointed as hereinafter set forth.

16 (b) Election. At each annual meeting, the Owners shall elect  
17 members of the Management Committee for the forthcoming year as follows:

18 (1) Two members will be elected to serve for a term of two  
19 years commencing 1967.

20 (2) Three members will be elected to serve for a term of two  
21 years commencing 1968. Melvin Jensen may be one of the three members as set forth in  
22 Paragraph 5-a above.

23 (3) Members elected or appointed as herein provided will be  
24 elected at subsequent annual meetings as the then serving members' terms expire.

25 Every owner entitled to vote at any election of members of the Management Committee may  
26 cumulate his votes and give one candidate a number of votes equal to the number of members  
27 of the Management Committee to be elected, multiplied by the number of votes to which  
28 such Owner is otherwise entitled, or distribute his votes on the same principle among as  
29 many candidates as he thinks fit. The candidates receiving the highest number of votes up  
30 to the number of members of the Management Committee to be elected shall be deemed  
31 elected.

1 (c) Term. Terms of office for members of the Management Committee  
2 will be two years commencing on the date following the annual meeting and expiring on  
3 the date following the second next such meeting. Provided, however, the members of the  
4 Management Committee shall serve until their respective successors are elected, or until  
5 their death, resignation or removal; provided that if any member ceases to be an Owner,  
6 his membership on the Management Committee shall thereupon terminate.

7 (d) Resignation and Removal. Any member may resign at any time  
8 by giving written notice to the Management Committee Chairman, and any member may be  
9 removed from membership on the Management Committee by a majority vote of the Owners;  
10 provided that unless the entire Management Committee is removed, an individual member  
11 shall not be removed if the number of votes cast against his removal exceeds 33 1/3%.

12 Proceedings. Four members of the Management Committee shall  
13 constitute a quorum and, if a quorum is present, the decision of a majority of those  
14 present shall be the act of the Management Committee. The Management Committee shall  
15 elect a chairman, who shall preside over both its meetings and those of the Owners.  
16 Meetings of the Management Committee may be called, held and conducted in accordance  
17 with such regulations as the Management Committee may adopt. The Management  
18 Committee may also act without a meeting by unanimous written consent of its members.

19 Appointment of Committee Members Upon Death, Resignation,  
20 Or Removal. In the event of the death, resignation, or removal of a member of the  
21 Management Committee, a successor shall be appointed by the other members of the  
22 committee upon vote of not less than three such members at a regular committee meeting  
23 called for such purpose. The appointed members shall serve for the unexpired term of his  
24 predecessor or until the next annual meeting of the owner whichever first occurs.  
25 At such meeting, the owners shall elect a successor for the unexpired term of office to be  
26 filled.

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1 the extent not separately metered or charged, for the Units);

2 (b) A policy or policies of fire insurance as the same are more fully  
3 set forth in paragraph 24 of this Declaration, with extended coverage endorse-  
4 ment, for the full insurable replacement value of the Units and Common Area,  
5 payable as provided in paragraph 26, or such other fire and casualty insurance  
6 as the Management Committee shall determine gives substantially equal or  
7 greater protection to the Owners, and their mortgagees, as their respective  
8 interests may appear, which said policy or policies shall provide for a separ-  
9 ate loss payable endorsement in favor of the mortgagee or mortgagees of each  
10 condominium if any;

11 (c) A policy or policies as the same are more fully set forth in paragraph  
12 24 of this Declaration insuring the Management Committee, the Owners and the  
13 Manager against any liability to the public or to the Owners (of Units and of  
14 the Common Area, and their invitees, or tenants), incident to the ownership  
15 and/or use of the project, and including the personal liability exposure of the  
16 Owners. Limits of liability under such insurance shall not be less than Three  
17 Hundred Thousand Dollars (\$300,000.00) for any one person injured, for any  
18 one accident, and shall not be less than One Hundred Thousand Dollars  
19 (\$100,000.00) for property damage each occurrence (such limits and coverage  
20 to be reviewed at least annually by the Management Committee and increased  
21 in its discretion). Said policy or policies shall be issued on a comprehensive  
22 liability basis and shall provide cross liability endorsement wherein the rights  
23 of named insured under the policy or policies shall not be prejudiced as respects  
24 his, her or their action against another named insured.

25 (d) Workmen's compensation insurance to the extent necessary to comply  
26 with any applicable laws;

27 (e) The services of a person or firm to manage its affairs (herein called  
28 "the Manager") to the extent deemed advisable by the Management Committee

1 as well as such other personnel as the Management Committee shall determine  
2 shall be necessary or proper for the operation of the Common Area, whether  
3 such personnel are employed directly by the Management Committee or are  
4 furnished by the Manager;

5 (f) Legal and accounting services necessary or proper in the operation of  
6 the Common Area or the enforcement of this Declaration;

7 (g) A fidelity bond naming the Manager, and such other persons as may  
8 be designated by the Management Committee as principals and the Owners as  
9 obligees, for the first year in an amount at least equal to twenty-five per  
10 cent (25%) of the estimated cash requirement for that year as determined under  
11 paragraph 9 hereof, and for each year thereafter in an amount at least equal  
12 to twenty-five per cent (25%) of the total sum collected through the common  
13 expense fund during the preceding year;

14 (h) Painting, maintenance, repair and all landscaping of the Common  
15 Area, and such furnishings and equipment for the Common Area as the Manage-  
16 ment Committee shall determine are necessary and proper, and the Manage-  
17 ment Committee shall have the exclusive right and duty to acquire the same  
18 for the Common Area; provided, however, that the interior surfaces of each  
19 Unit shall be painted, maintained and repaired by the Owners thereof, all such  
20 maintenance to be at the sole cost and expense of the particular Owner;

21 (i) Any other materials, supplies, labor, services, maintenance,  
22 repairs, structural alterations, insurance, taxes or assessments which the Man-  
23 agement Committee is required to secure or pay for pursuant to the terms of  
24 this Declaration or by law or which in its opinion shall be necessary or proper  
25 for the operation of the Common Area or for the enforcement of this Declara-  
26 tion, provided that if any such materials, supplies, labor, services, mainten-  
27 ance, repairs, structural alterations, insurance, taxes or assessments are pro-  
28 vided for particular Units, the cost thereof shall be specially assessed to the  
Owners of such Units.

1 (i) Maintenance and repair of any Unit, if such maintenance or repair  
2 is reasonably necessary in the discretion of the Management Committee to pro-  
3 tect the Common Area or preserve the appearance and value of the project,  
4 and the Owner or Owners of said Unit have failed or refused to perform said  
5 maintenance or repair within a reasonable time after written notice of the  
6 necessity of said maintenance or repair delivered by the Management Committee  
7 to said Owner or Owners, provided that the Management Committee shall  
8 levy a special assessment against the condominium of such Owner or Owners  
9 for the cost of said maintenance or repair.

10 The Management Committee's power hereinabove enumerated shall be  
11 limited in that the Management Committee shall have no authority to acquire  
12 and pay for out of the common expense fund capital additions and improvements  
13 (other than for purposes of replacing portions of the Common Area, subject to  
14 all the provisions of this Declaration) having a cost in excess of Five Thousand  
15 Dollars (\$5,000.00) except as expressly provided herein.

16 7. Management Committee Powers, Exclusive. The Management Committee  
17 shall have the exclusive right to contract for all goods, services and insurance, payment  
18 for which is to be made from the common expense fund.

19 8. Alterations, Additions and Improvements of Common Area. There shall be  
20 no structural alterations, capital additions to, or capital improvements of the Common Area  
21 requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior  
22 approval of Owners holding a majority of the total votes.

23 9. Common Expenses: Assessments.

24 (a) Within thirty (30) days prior to the beginning of each calendar year  
25 the Management Committee shall estimate the net charges to be paid during such year (in-  
26 cluding a reasonable provision for contingencies and replacements and less any expected  
27 income and any surplus from the prior year's fund.) Said "estimated cash requirement".  
28 shall be assessed to the Owners pursuant to the percentages set forth in the schedule attached

1 hereto and marked Exhibit A. Declarant will be liable for the amount of any assessment  
2 against completed Units owned by Declarant. If said sum estimated proves inadequate for any  
3 reason, including nonpayment of any Owner's assessment, the Management Committee may  
4 at any time levy a further assessment, which shall be assessed to the Owners in like propor-  
5 tions, unless otherwise provided herein. Each Owner shall be obligated to pay assessments  
6 made pursuant to this paragraph to the Management Committee in equal monthly install-  
7 ments on or before the first day of each month during such year, or in such other reasonable  
8 manner as the Management Committee shall designate;

9 (b) The rights, duties and functions of the Management Committee set  
10 forth in this paragraph shall be exercised by Declarant for the period ending thirty (30)  
11 days after the election of the first Management Committee hereunder;

12 (c) All funds collected hereunder shall be expended for the purposes design-  
13 nated herein.

14 (d) The omission by the Management Committee, before the expiration of  
15 any year, to fix the assessments hereunder for that or the next year, shall not be deemed a  
16 waiver or modification in any respect of the provisions of this Declaration, or a release  
17 of the Owner from the obligation to pay the assessments, or any installment thereof for that  
18 or any subsequent year, but the assessment fixed for the preceding year shall continue  
19 until a new assessment is fixed. Amendments to this paragraph shall be effective only upon  
20 unanimous written consent of the Owners and their mortgagees. No Owner may exempt  
21 himself from liability for his contribution towards the common expenses by waiver of the use  
22 or enjoyment of any of the Common Area or by abandonment of his Unit.

23 (e) The Manager or Management Committee shall keep detailed, accurate  
24 records in chronological order, of the receipts and expenditures affecting the Common Area,  
25 specifying and itemizing the maintenance and repair expenses of the Common Area and  
26 any other expenses incurred. Records and vouchers authorizing the payments involved  
27 shall be available for examination by the Owner at convenient hours of week days.  
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1                   10. Default in Payment of Assessments. Each monthly assessment and each  
2 special assessment shall be separate, distinct and personal debts and obligations of the Owner  
3 against whom the same are assessed at the time the assessment is made and shall be collect-  
4 ible as such. Suit to recover a money judgment for unpaid common expenses shall be  
5 maintainable without foreclosing or waiving the lien securing the same. The amount of any  
6 assessment, whether regular or special, assessed to the Owner of any condominium plus  
7 interest at seven per cent (7%), and costs, including reasonable attorneys' fees, shall be-  
8 come a lien upon such condominium upon recordation of a notice of assessment as provided  
9 in Section 57-8-20 of The Condominium Act. The said lien for nonpayment of common ex-  
10 penses shall have priority over all other liens and encumbrances, recorded or unrecorded,  
11 except only

12                   (1) Tax and special assessment liens on the unit in favor of any assessment  
13 unit, and special district, and

14                   (2) Encumbrances on the Owner's condominium recorded prior to the date  
15 such notice is recorded which by law would be a lien prior to subsequently recorded encum-  
16 brances.

17                   A certificate executed and acknowledged by a majority of the Management  
18 Committee stating the indebtedness secured by the lien upon any condominium created here-  
19 under, shall be conclusive upon the Management Committee and the Owners as to the amount  
20 of such indebtedness on the date of the certificate, in favor of all persons who rely thereon  
21 in good faith, and such certificate shall be furnished to any Owner or any encumbrancer or  
22 prospective encumbrancer of a condominium upon request at a reasonable fee, not to exceed  
23 Ten Dollars (\$10). Unless the request for a certificate of indebtedness shall be complied  
24 with within ten days, all unpaid common expenses which become due prior to the date of  
25 the making of such request shall be subordinate to the lien held by the person making the  
26 request. Any encumbrancer holding a lien on a condominium may pay any unpaid common  
27 expenses payable with respect to such condominium and upon such payment such encumbrancer  
28 shall have a lien on such condominium for the amounts paid of the same rank as the lien of  
his encumbrance.

1           Upon payment of a delinquent assessment concerning which such a certificate  
2 has been so recorded, or other satisfaction thereof, the Management Committee shall cause  
3 to be recorded in the same manner as the certificate of indebtedness a further certificate  
4 stating the satisfaction and the release of the lien thereof. Such lien for nonpayment of  
5 assessment may be enforced by sale by the Management Committee or by a bank or trust  
6 company or title insurance company authorized by the Management Committee, such sale  
7 to be conducted in accordance with the provisions of law applicable to the exercise of  
8 powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by  
9 law. In any foreclosure or sale, the Owner shall be required to pay the costs and expenses  
10 of such proceedings and reasonable attorney's fees.

11           In case of foreclosure, the Owner shall be required to pay a reasonable rental  
12 for the condominium and the plaintiff in the foreclosure action shall be entitled to the  
13 appointment of a receiver to collect the rental without regard to the value of the mortgage  
14 security. The Management Committee or Manager shall have the power to bid in the  
15 condominium at foreclosure or other sale and to hold, lease, mortgage and convey the con-  
16 dominium.

17           11. Mortgage Protection. Notwithstanding all other provisions hereof:

18           (a) The liens created hereunder upon any condominium shall be subject  
19 and subordinate to, and shall not affect the rights of the holder of the indebtedness secured  
20 by any recorded first mortgage (meaning a mortgage with first priority over other mortgages)  
21 upon such interest made in good faith and for value, provided that after the foreclosure of  
22 any such mortgage there may be a lien created pursuant to paragraph 10 hereof on the  
23 interest of the purchaser at such foreclosure sale to secure all assessments, whether regular  
24 or special, assessed hereunder to such purchaser as an Owner after the date of such fore-  
25 closure sale, which said lien, if any claimed, shall have the same effect and be enforced  
26 in the same manner as provided herein;

27           (b) No amendment to this paragraph shall affect the rights of the holder  
28 of any such mortgage recorded prior to recordation of such amendment who does not join in  
the execution thereof;

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1 (c) By subordination agreement executed by a majority of the Manage-  
2 ment Committee, the benefits of (a) and (b) above may be extended to mortgages not  
3 otherwise entitled thereto.

4 12. Delegation to Manager. The Management Committee may delegate any  
5 of its duties, power or functions, including, but not limited to, the authority to give the  
6 certificate provided for in paragraph 10 hereof, and the authority to give the subordination  
7 agreements provided for in paragraph 11 hereof, to any person or firm, to act as Manager  
8 of the project, provided that any such delegation shall be revocable upon notice by the  
9 Management Committee. The members of the Management Committee shall not be liable  
10 for any omission or improper exercise by the Manager of any such duty, power or function  
11 so delegated by written instrument executed by a majority of the Management Committee.  
12 In the absence of any appointment, the Chairman of the Management Committee shall act  
13 as Manager.

14 Any Manager named or employed by Declarant shall be employed to manage  
15 only until the first election of a Management Committee at which time, the new Manage-  
16 ment Committee shall have the right to retain or discharge said Manager as it determines  
17 desirable in its discretion.

18 13. Exclusive ownership and Possession by Owner.

19 Each Owner shall be entitled to exclusive ownership and possession of his Unit.  
20 Each Owner shall be entitled to an undivided interest in the Common Area in the percentage  
21 expressed in Exhibit A of this Declaration. The percentage of the undivided interest of  
22 each Owner in the Common Area as expressed in Exhibit A shall have a permanent character  
23 and shall not be altered without the consent of all owners expressed in an amended declara-  
24 tion duly recorded. The percentage of the undivided interest in the Common Area shall not  
25 be separated from the Unit to which it appertains and shall be deemed to be conveyed or  
26 encumbered or released from liens with the Unit even though such interest is not expressly  
27 mentioned or described in the conveyance or other instrument. Each Owner may use the  
28 Common Area in accordance with the purpose for which it is intended, without hindering  
or encroaching upon the lawful rights of the other Owners.

1 An Owner shall not be deemed to own the undecorated and/or unfinished sur-  
2 faces of the perimeter walls, floors, ceilings, windows and doors bounding his Unit, nor shall  
3 the Owner be deemed to own the utilities running through his Unit which are utilized for,  
4 or serve more than one Unit, except as a tenant in common with the other Owners. An  
5 Owner, however, shall be deemed to own and shall have the exclusive right to paint,  
6 repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls,  
7 floors, ceilings, windows and doors bounding his Unit.

8 14. Owner's Obligation to Repair. Except for those portions which the Manage-  
9 ment Committee is required to maintain and repair hereunder (if any), each Owner shall  
10 at the Owner's expense keep the interior of his Unit and its equipment and appurtenances  
11 in good order, condition and repair and in a clean and sanitary condition, and shall do  
12 all redecorating, painting and varnishing which may at any time be necessary to maintain  
13 the good appearance and condition of his Unit. In addition to decorating and keeping the  
14 interior of the Unit in good repair, the Owner shall be responsible for the maintenance,  
15 repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures,  
16 refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in,  
17 or connected with the Unit. It is expressly understood that there are, appurtenant to all  
18 Units, air conditioners which are located in the Common Area appurtenant to the Units. An  
19 easement is hereby reserved in favor of each such Unit for the purpose of maintenance, repair  
20 or replacement of the said air conditioners by the respective Owners as required hereinabove.

21 The Owner shall also, at the Owner's own expense, keep the interior of the  
22 patio and storage area contained therein which may be appurtenant to his Unit in a clean  
23 and sanitary condition. The Management Committee and Manager shall not be responsible  
24 to the Owner for loss or damage by theft or otherwise of articles which may be stored by  
25 the Owner in the patio, storage area, carport or Unit.

26 The Owner shall promptly discharge any lien which may hereafter be filed  
27 against his condominium and shall otherwise abide by the provisions of Section 57-8-19  
28 of The Condominium Act.



1           15. Prohibition Against Structural Changes by Owner. The Owner shall not,  
2 without first obtaining written consent of the Management Committee, make or permit to be  
3 made any structural alteration, improvement or addition in or to his Unit or in or to the ex-  
4 terior of the buildings or other Common Area. The Owner shall do no act nor any work that  
5 will impair the structural soundness or integrity of the buildings or safety of the property or  
6 impair any easement or hereditament without the written consent of all owners. The Owner  
7 shall not paint or decorate any portion of the exterior of the buildings or other Common  
8 Area or any portion of the patio fences or storage area contained therein without first ob-  
9 taining written consent of the Management Committee.

10           16. Limitation on Use of Units and Common Area. The Units and Common Area  
11 shall be occupied and used as follows:

12           (a) No Owner shall occupy or use his Unit, or permit the same or any part  
13 thereof to be occupied or used for any purpose other than as a private residence for the Owner  
14 and the Owner's family or the Owner's Lessees or guests.

15           (b) There shall be no obstruction of the Common Area except in the  
16 case of designated storage areas. Nothing shall be stored in the Common Area without the  
17 prior consent of the Management Committee.

18           (c) Nothing shall be done or kept in any Unit or in the Common Area  
19 which will increase the rate of insurance on the Common Area, without the prior written  
20 consent of the Management Committee. No Owner shall permit anything to be done or  
21 kept in his Unit or in the Common Area which will result in the cancellation of insurance  
22 on any Unit or any part of the Common Area, or which would be in violation of any law.  
23 No waste will be committed in the Common Area;

24           (d) No sign of any kind shall be displayed to the public view on or from  
25 any Unit or the Common Area, without the prior consent of the Management Committee;

26           (e) No animals, livestock or poultry of any kind shall be raised, bred,  
27 or kept in any Unit or in the Common Area, except that dogs, cats or other household pets  
28 may be kept in Units, subject to rules and regulations adopted by the Management Committee;

1 (f) No noxious or offensive activity shall be carried on in any Unit or in  
2 the Common Area, nor shall anything be done therein which may be or become an annoyance  
3 or nuisance to the other Owners;

4 (g) Nothing shall be altered or constructed in or removed from the Com-  
5 mon Area, except upon the written consent of the Management Committee;

6 (h) There shall be no violation of rules for the use of the Common Area  
7 adopted by the Management Committee and furnished in writing to the Owners, and the Man-  
8 agement Committee is authorized to adopt such rules.

9 (i) None of the rights and obligations of the Owners created herein, or by  
10 the Deed creating the condominiums shall be altered in any way by encroachments due to  
11 settlement or shifting of structures or any other cause. There shall be valid easements for  
12 the maintenance of said encroachments so long as they shall exist; provided, however, that  
13 in no event shall a valid easement for encroachment be created in favor of an Owner or  
14 Owners if said encroachment occurred due to the wilful conduct of said Owner or Owners.

15 17. Entry for Repairs. The Management Committee or its agents may enter any  
16 Unit when necessary in connection with any maintenance, landscaping or construction for  
17 which the Management Committee is responsible. Such entry shall be made with as little  
18 inconvenience to the Owners as practicable, and any damage caused thereby shall be  
19 repaired by the Management Committee out of the common expense fund.

20 18. Failure of Management Committee to Insist on Strict Performance No Waiver.  
21 The failure of the Management Committee or Manager to insist in any one or more instances,  
22 upon the strict performance of any of the terms, covenants, conditions or restrictions of this  
23 Declaration, or to exercise any right or option herein contained, or to serve any notice  
24 or to institute any action shall not be construed as a waiver or a relinquishment for the  
25 future, of such term, covenant, condition or restriction but such term, covenant, condition  
26 or restrictions shall remain in full force and effect. The receipt by the Management Com-  
27 mittee or Manager of any assessment from an Owner, with knowledge of the breach of any  
28 covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Manage-

1 ment Committee or Manager of any provision hereof shall be deemed to have been made  
2 unless expressed in writing and signed by the Management Committee or Manager.

3 19. Limitation of Management Committee's Liability. The Management Com-  
4 mittee shall not be liable for any failure of water supply or other service to be obtained and  
5 paid for by the Management Committee hereunder, or for injury or damage to person or  
6 property caused by the elements or by another Owner or person in the project, or resulting  
7 from electricity, water, rain, dust or sand which may leak or flow from outside or from any  
8 parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment,  
9 or from any other place unless caused by gross negligence of the Management Committee.  
10 No diminution or abatement of common expense assessments shall be claimed or allowed for  
11 inconveniences or discomfort arising from the making of repairs or improvements to the Com-  
12 mon Area or from any action taken to comply with any law, ordinance or orders of a govern-  
13 mental authority.

14 20. Indemnification of Management Committee Members. Each member of the  
15 Management Committee shall be indemnified by the Owners against all expenses and lia-  
16 bilities including attorneys' fees, reasonably incurred by or imposed upon him in connec-  
17 tion with any proceeding to which he may be a party, or in which he may become involved,  
18 by reason of his being or having been a member of the Management Committee, or any  
19 settlement thereof, whether or not he is a member of the Management Committee at the time  
20 such expenses are incurred, except in such cases wherein the member of the Management Com-  
21 mittee is adjudged guilty of willful misfeasance or malfeasance in the performance of his  
22 duties; provided that in the event of a settlement the indemnification shall apply only when  
23 the Management Committee approves such settlement and reimbursement as being for the  
24 best interests of the Management Committee.

25 21. Sale or Lease Right of First Refusal. In the event any Owner of a condo-  
26 minium shall wish to resell or lease the same, and shall have received a bona fide offer  
27 therefor from a prospective purchaser or tenant, the remaining Owners shall be given written  
28 notice thereof together with an executed copy of such offer and the terms thereof. Such

1 notice and copy shall be given to the Management Committee for all of the Owners. The  
2 remaining Owners through the Management Committee or a person named by the Manage-  
3 ment Committee, shall have the right to purchase or lease the subject condominium upon  
4 the same terms and conditions as set forth in the offer therefor, provided written notice of  
5 such election to purchase or lease is given to the selling or leasing Owner, and a matching  
6 down payment or deposit is provided to the selling or leasing Owner during the twenty-one  
7 day period immediately following the delivery of the notice of the bona fide offer and copy  
8 thereof to purchase or lease.

9 In the event any Owner shall attempt to sell or lease his condominium without  
10 affording to the other Owners the right of first refusal herein provided, such sale or lease  
11 shall be wholly null and void and shall confer no title or interest whatsoever upon the in-  
12 tended purchaser or lessee.

13 The subleasing or subrenting of said interest shall be subject to the same limi-  
14 tations as are applicable to the leasing or renting thereof. The liability of the Owner  
15 under these covenants shall continue, notwithstanding the fact that he may have leased or  
16 rented said interest as provided herein.

17 In no case shall the right of first refusal reserved herein affect the right of an  
18 Owner to subject his condominium to a trust deed, mortgage or other security instrument.

19 The failure of or refusal by the Management Committee to exercise the right  
20 to so purchase or lease shall not constitute or be deemed to be a waiver of such right to  
21 purchase or lease when an Owner receives any subsequent bona fide offer from a prospective  
22 purchaser or tenant.

23 22. Mortgages Not Affected by Right of First Refusal. In the event of any  
24 default on the part of any Owner under any first mortgage made in good faith and for value,  
25 which entitled the holder thereof to foreclose same, any sale under such foreclosure, includ-  
26 ing delivery of a deed to the first mortgagee in lieu of such foreclosure, shall be made free  
27 and clear of the provisions of paragraph 21, and the purchaser (or grantee under such deed  
28 in lieu of foreclosure) of such condominium shall be thereupon and thereafter subject to

BOOK 2000

1 the provisions of this Declaration. If the purchaser following such foreclosure sale (or  
2 grantee under deed given in lieu of such foreclosure) shall be the then holder of the first  
3 mortgage, or its nominee, the said holder or nominee may thereafter sell and convey the  
4 condominium free and clear of the provisions of paragraph 21, but its grantee shall thereupon  
5 and thereafter be subject to all of the provisions thereof.

6 The transfer of a deceased joint tenant's interest to the surviving joint tenant  
7 or the transfer of a deceased's interest to a devisee by will or his heirs at law under intestacy  
8 laws shall not be subject to the provisions of paragraph 21.

9 If an Owner of a condominium can establish to the satisfaction of the Manage-  
10 ment Committee that a proposed transfer is not a sale or lease, then such transfer shall not  
11 be subject to the provisions of paragraph 21.

12 23. Certificate of Satisfaction of Right of First Refusal. Upon written request of  
13 any prospective transferor, purchaser, tenant or an existing or prospective mortgagee of  
14 any condominium, the Management Committee shall forthwith, or where time is specified,  
15 at the end of the time, issue a written and acknowledged certificate in recordable form,  
16 evidencing that:

17 (a) With respect to a proposed lease or sale under paragraph 21, that  
18 proper notice was given by the selling or leasing owner and that the remaining Owners did  
19 not elect to exercise their option to purchase or lease;

20 (b) With respect to a deed to a first mortgagee or its nominee in lieu of  
21 foreclosure, and a deed from such first mortgagee or its nominee, pursuant to paragraph  
22 22, that the deeds were in fact given in lieu of foreclosure and were not subject to the  
23 provisions of paragraph 21;

24 (c) With respect to any contemplated transfer which is not in fact a sale  
25 or lease, that the transfer is not or will not be subject to the provisions of paragraph 21;  
26 Such a certificate shall be conclusive evidence of the facts contained therein.

27 24. Insurance. The Management Committee shall obtain and maintain at all  
28 times insurance of the type and kind and in at least the amounts provided hereinabove, and

1 including insurance for such other risks, of a similar or dissimilar nature, as are or shall  
2 hereafter customarily be covered with respect to other condominium projects similar in con-  
3 struction, design and use which insurance shall be governed by the following provisions:

4 (a) All policies shall be written with a company licensed to do business  
5 in the State of Utah and holding a rating of "AAA" or better by Best's Insurance Reports;

6 (b) Exclusive authority to adjust losses under policies hereafter in force  
7 in the project shall be vested in the Management Committee or its authorized representative

8 (c) In no event shall the insurance coverage obtained and maintained by  
9 the Management Committee hereunder, be brought into contribution with insurance purchased  
10 by individual owners or their mortgagees;

11 (d) Each Owner may obtain additional insurance at his own expense;  
12 provided, however, that no Owner shall be entitled to exercise his right to maintain insur-  
13 ance coverage in such a way as to decrease the amount which the Management Committee,  
14 in behalf of all of the Owners, may realize under any insurance policy which the Manage-  
15 ment Committee may have in force on the project at any particular time;

16 (e) Each Owner shall be required to notify the Management Committee of  
17 all improvements made by the Owner to his Unit, the value of which is in excess of One Thou-  
18 sand Dollars (\$1,000.00);

19 (f) Any Owner who obtains individual insurance policies covering any  
20 portion of the project other than personal property belonging to such Owner, shall be re-  
21 quired to file a copy of such individual policy or policies with the Management Committee  
22 within thirty (30) days after purchase of such insurance;

23 (g) The Management Committee shall be required to make every effort  
24 to secure insurance policies that will provide for the following:

25 (1) A waiver of subrogation by the insurer as to any claims  
26 against the Management Committee, the Manager, the Owners and  
27 their respective servants, agents, and guests;  
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(2) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(3) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Management Committee or Manager without a prior demand in writing that the Management Committee or Manager cure the defect;

(4) That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration;

(h) The annual insurance review which the Management Committee is required to conduct as provided in Paragraph 6 above shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the master policy.

25. No Partition. There shall be no judicial partition of the project or any part thereof, nor shall Declarant or any person acquiring any interest in the project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Paragraph 26 hereof in the case of damage or destruction or unless the property has been removed from the provisions of the Condominium Act as provided in Section 57-8-22 thereof; provided, however, that if any condominium shall be owned by two or more co-tenants as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such co-tenants. But such partition shall not affect any other condominium.

26. Damage and Destruction. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the buildings, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this paragraph means restoring the buildings to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with each Unit and the Common Area having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Manager or Management Committee.

1 If the insurance proceeds are insufficient to reconstruct the building, damage to or  
2 destruction of the building shall be promptly repaired and restored by the Manager or Man-  
3 agement Committee, using proceeds of insurance, if any, on the buildings for that purpose,  
4 and the Unit owners shall be liable for assessment for any deficiency. However, if three-  
5 fourths or more of the buildings are destroyed or substantially damaged and if the Owners,  
6 by a vote of at least three-fourths of the voting power, do not voluntarily, within one hund-  
7 red days after such destruction or damage, make provision for reconstruction, the Manager  
8 or Management Committee shall record, with the county recorder, a notice setting forth  
9 such facts, and upon the recording of such notices:

10 (1) the property shall be deemed to be owned in common by the Owners;

11 (2) the undivided interest in the property owned in common which shall  
12 appertain to each Owner shall be the percentage of undivided interest previously owned by  
13 such Owner in the Common Area;

14 (3) any liens affecting any of the condominiums shall be deemed to be  
15 transferred in accordance with the existing priorities to the undivided interest of the Owner  
16 in the property; and

17 (4) the property shall be subject to an action for partition at the suit of  
18 any Owner, in which event the net proceeds of sale, together with the net proceeds of the  
19 insurance on the property, if any, shall be considered as one fund and shall be divided among  
20 all the Owners in a percentage equal to the percentage of undivided interest owned by each  
21 Owner in the Common Area, after first paying out of the respective shares of the Owners,  
22 to the extent sufficient for the purposes, all liens on the undivided interest in the property  
23 owned by each Owner.

24 Notwithstanding all other provisions hereof, the owners may, by an affirmative  
25 vote of at least three fourths of the voting power, at a meeting of Unit Owners duly called  
26 for such purpose, elect to sell or otherwise dispose of the property. Such action shall be  
27 binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner  
28 to execute and deliver such instruments and to perform all acts as in manner and form may  
be necessary to effect the sale.



1           27. Maintenance of Carports and Storage Areas Reserved by Declarant.

2           The Declarant shall have the permanent exclusive right to use, occupy, sell,  
3 lease, mortgage, or otherwise dispose of the carports and basement storage areas as  
4 designated in Exhibit A of this Declaration. The Declarant shall pay in to the Common  
5 Expense Fund from time to time the reasonable amounts necessary to defray the costs of  
6 maintaining the said carports and basement storage areas.

7           28. Enforcement. Each Owner shall comply strictly with the provisions of this  
8 Declaration and with the administrative rules and regulations drafted pursuant thereto as  
9 the same may be lawfully amended from time to time and with decisions adopted pursuant  
10 to said Declaration and administrative rules and regulations, and failure to comply shall  
11 be grounds for an action to recover sums due for damages or injunctive relief or both,  
12 maintainable by the Management Committee or Manager on behalf of the Owners, or in a  
13 proper case, by an aggrieved Owner.

14           29. Personal Property. The Management Committee or Manager may acquire and  
15 hold, for the benefit of the Owners, tangible and intangible personal property and may dis-  
16 pose of the same by sale or otherwise; and the beneficial interest in such personal property  
17 shall be owned by the Owners in the same proportion as their respective interests in the  
18 Common Area, and shall not be transferable except with a transfer of a condominium. A  
19 transfer of a condominium shall transfer to the transferee ownership of the transferor's  
20 beneficial interest in such personal property.

21           Within 30 days following the completion of constructions of the project, the  
22 Declarant shall execute and deliver a bill of sale to the Management Committee in behalf  
23 of all the Owners, transferring all items of personal property located on the project and  
24 furnished by the Declarant, which property is intended for the common use and enjoyment  
25 of the Owners.

26           30. Audit. Any Owner may at any time at his own expense cause an audit or  
27 inspection to be made of the books and records of the Manager or Management Committee.  
28 The Management Committee, at the expense of the common expenses, shall obtain an audit

1 of all books and records pertaining to the project at no greater than annual intervals and  
2 furnish copies thereof to the Owners.

3 31. Interpretation. The provisions of this Declaration shall be liberally construed  
4 to effectuate its purpose of creating a uniform plan for the development and operation of a  
5 condominium project. Failure to enforce any provision hereof shall not constitute a waiver  
6 of the right to enforce said provision or any other provision hereof.

7 32. Amendment. Except as otherwise provided herein, the provisions of this De-  
8 claracion may be amended by an instrument in writing signed and acknowledged by record  
9 Owners holding two-thirds of the total vote hereunder, which amendment  
10 shall be effective upon recordation in the Office of the Recorder of Salt Lake County,  
11 State of Utah.

12 33. Severability. The provisions hereof shall be deemed independent and sever-  
13 able, and the invalidity or partial invalidity or unenforceability of any one provision or  
14 portion thereof shall not affect the validity or enforceability of any other provision hereof.

15 34. Effective Date. This Declaration shall take effect upon recording.

16 IN WITNESS WHEREOF, the owners of Condominium Apartment Homes have  
17 appended hereto their signatures this \_\_\_\_\_ day of February, 1967.

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EXHIBIT A

CARRIAGE LANE CONDOMINIUM APARTMENT HOMES

1				%Ownership in Common Area
2				(Also Determinative of Voting
3	Unit Number	Building Number	Carport Number	Right and Pro Rata Share of Common Expenses
4	1	A	51	.8677
	2	A	45	"
5	3	A	11	"
	4	A	17	"
6	5	A	19	"
	6	A	56	"
7	7	B	20	1.0916
	8	B	28	"
8	9	B	77	"
	10	B	78	"
9	11	C	123	.9656
	12	C	87	"
10	13	C	122	"
	14	C	83	"
11	15	C	81	"
	16	C	84	"
12	17	C	88	"
	18	C	82	"
13	19	D	5	"
	20	D	4	"
14	21	D	42	"
	22	D	43	"
15	23	D	41	"
	24	D	3	"
16	25	D	6	"
	26	D	2	"
17	27	E	47	"
	28	E	10	"
18	29	E	52	"
	30	E	14	"
19	31	E	15	"
	32	E	9	"
20	33	E	13	"
	34	E	12	"
21	35	F	61	"
	36	F	60	"
22	37	F	22	"
	38	F	21	"
23	39	F	26	"
	40	F	23	"
24	41	F	64	"
	42	F	62	"
25	43	G	95	"
	44	G	109	"
26	45	G	34	"
	46	G	111	"
27	47	G	35	"
	48	G	33	"
28	49	G	36	"

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%Ownership in Common Area  
(Also Determinative of Voting  
Right and Pro Rata Share of Common  
Expenses

Unit Number	Building Number	Carport Number	
	G	110	.9656
1	H	1	1.1756
	H	8	"
2	H	7	"
	H	44	"
3	I	16	1.2316
	I	18	"
4	I	30	"
	I	29	"
5	J	24	1.1756
	J	31	"
6	J	32	"
	J	25	"
7	K	137	"
	K	138	"
8	K	124	"
	K	119	"
9	L	139	"
	L	101	"
10	L	127	"
	L	132	"
11	M	37	"
	M	113	"
12	M	114	1.1867
	M	38	"
13	N	112	1.2175
	N	121	"
14	Z	120	"
	Z	117	"
15	O	134	"
	O	133	"
16	O	135	"
	O	136	"
17	P	125	"
	P	126	"
18	P	96	"
	P	97	"
19	Q	115	1.0916
	Q	116	"
20	Q	118	"
	Q	98	"
21	R	131	"
	R	130	"
22	R	129	"
	R	128	"
23		TOTAL	100.00

Note: Carports Numbers 27, 39, 40, 46, 48, 49, 50, 53, 54, 55, 57, 58, 59, 63, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 79, 80, 85, 86, 89, 90, 91, 92, 93, 94, 99, 100, 101, 103, 104, 105, 106, 107, 108, 140 and the basement storage areas contained in buildings E and G are assigned to the use of the Declarant under the conditions of Paragraph 27 of the Declaration.

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Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
1	.8677	16	.9656
2	.8677	17	.9656
3	.8677	18	.9656
4	.8637	19	.9656
5	.8677	20	.9656
6	.8677	21 Pearl Wright	.9656
7	1.0916	22	.9656
8	1.0916	23 John W. Fitzgerald Mary B. Fitzgerald	.9656
9	1.0916	24 Luren Hymas	.9656
10	1.0916	25 Coquella P. Miller	.9656
11	.9656	26	.9656
12	.9656	27	.9656
13	.9656	28	.9656
14	.9656	29 Margaret W. Fox Lillian S. Fox	.9656
15	.9656	30	.9656

Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
1	.8677	16	<i>Josephine Williams</i> .9656
2	<i>William L. Pettner</i> .8677	17	<i>Dorothea McLaughlin</i> .9656
	<i>Bertha Pettner</i>		
3	<i>Dolores G. Merrill</i> .8677	18	<i>Ellen F. Williams</i> .9656
			<i>Lola Williams</i>
4	.8677	19	.9656
5	<i>Margie Zimmetti</i> .8677	20	.9656
6	<i>Helen L. Mitchell</i> .8677	21	.9656
7	<i>Josephine Cannon</i> 1.0916	22	.9656
	<i>Michael R. Cannon</i>		
8	<i>Theresa L. Murphy</i> 1.0916	23	.9656
9	<i>Oluf R. Holmquist</i> 1.0916	24	.9656
	<i>Luis G. Holmquist</i>		
10	1.0916	25	.9656
11	.9656	26	.9656
12	.9656	27	.9656
13	.9656	28	.9656
14	.9656	29	.9656
15	<i>James L. Curtis</i> .9656	30	<i>Glady's Jendel</i> .9656
	<i>Carolyn L. Curtis</i>		



Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
1 <i>W...</i>	.8677	16	.9656
2	.8677	17	.9656
3	.8677	18	.9656
4	.8677	19	.9656
5	.8677	20	.9656
6	.8677	21	.9656
7	1.0916	22 <i>Erma R. Weiss</i>	.9656
8	1.0916	23	.9656
9	1.0916	24	.9656
10	1.0916	25	.9656
11 <i>W...</i>	.9656	26 <i>W...</i>	.9656
12	.9656	27 <i>W...</i>	.9656
13	.9656	28 <i>W...</i>	.9656
14	.9656	29	.9656
15	.9656	30	.9656



Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
31	.9656	47 <i>Leah W. Bradley</i>	.9656
32 <i>V. Kasper</i>	.9656	48 <i>Althea P. Kerner</i>	.9656
33 <i>Verma H. Minar</i>	.9656	49	.9656
34 <i>Elie J. Young</i>	.9656	50	.8656
35 <i>Virginia S. Ricketts</i>	.9656	51	1.1756
36 <i>Hester W. Hunter</i>	.9656	52	1.1756
37 <i>Jerni S. Packard</i>	.9656	53	1.1756
38	.9656	54 <i>Duplicate</i>	1.1756
39 <i>Ernie O. Kendrick</i>	.9656	55	1.2316
40 <i>Joseph T. Saville</i>	.9656	56	1.2316
41	.9656	57	1.2316
42 <i>Florence H. Evans</i>	.9656	58	1.2316
43	.9656	59	1.1756
44	.9656	60	1.1756
45 <i>Hilda J. Thompson</i>	.9656	61	1.1756
46 <i>Ruth B. Sperry</i>	.9656	62	1.1756
		63	1.1756

Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
31	.9656	47	.9656
32	.9656	48	.9656
33	.9656	49	.9656
34	.9656	50	.8656
35	.9656	51	Joseph Y. Hamilton 1.1756 Audrey F. Hamilton
36	.9656	52	<del>Redacted</del> 1.1756 Mrs. Rex P. Wood
37	.9656	53	1.1756
37	.9656	54	John Branda 1.1756 Hilda B. Branda
38	.9656	55	James De Bruy 1.2316 Winifred De Bruy
39	.9656	56	Mrs. Ruth Clegg 1.2316 Lester L. Clegg
40	.9656	57	W. New Swan 1.2316 Fay M. Swan
41	.9656	58	Julia L. Chaminant 1.2316
42	.9656	59	1.1756
43	.9656	60	Red A. Tripp 1.1756 Mavis D. Tripp
44	.9656	61	Edith V. Trott 1.1756 Mrs. W. L. Trott
45	.9656	62	Leah Nelson Glenn 1.1756 Leah Nelson Glenn
46	.9656	63	Teased 1.1756

by Julia Hamilton,  
 daughter of Attorney Joseph

Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
31	<i>James J. Garbett</i> <i>Agnes E. Garbett</i> .9656	47	.9656
32	.9656	48	.9656
33	.9656	49	.9656
34	.9656	50	<sup>9</sup> .9656
35	.9656	51	1.1756
36	.9656	52	1.1756
<del>37</del>	<del>.9656</del>	53	1.1756
37	.9656	54	1.1756
38	<i>Norwood H. Crawford</i> <i>Violet C. Crawford</i> .9656	55	1.2316
39	.9656	56	1.2316
40	.9656	57	1.2316
41	.9656	58	1.2316
42	.9656	59	1.1756
43	.9656	60	1.1756
44	.9656	61	1.1756
45	.9656	62	1.1756
46	.9656	63	1.1756

Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
31	.9656	47	.9656
32	.9656	48	.9656
33	.9656	49	.9656
34	.9656	50	.9656
35	.9656	51	1.1756
36	.9656	52	1.1756
37	.9656	53	1.1756
37	.9656	54	1.1756
38	.9656	55	1.2316
39	.9656	56	1.2316
40	.9656	57	1.2316
41	.9656	58	1.2316
42	.9656	59	1.1756
43	<i>William M. Raymond</i> .9656	60	1.1756
	<i>Arnetus W. Raymond</i>		
44	.9656	61	1.1756
45	.9656	62	1.1756
46	.9656	63	1.1756

Apartment Number	Vote By Percentage	Apartment Number	Vote By Percentage
31.	.9656	47	.9656
32.	.9656	48.	.9656
33.	.9656	49.	.9656
34.	.9656	50.	.9656
35.	.9656	51.	1.1756
.36	.9656	52.	1.1756
37.	.9656	53. <i>W S Barwick</i>	1.1756
		<i>Margaret E Barwick</i>	
38.	.9656	54.	1.1756
39.	.9656	55.	1.2316
40.	.9656	56.	1.2316
41.	.9656	57.	1.2316
42.	.9656	58.	1.2316
43.	.9656	59.	1.1756
44.	.9656	60.	1.1756
45.	.9656	61.	1.1756
46.	.9656	62.	1.1756
		63.	1.1756

Apartment Number	Vote By Percentage	Apartment Number	Vote By Percentage
31.	.9656	47.	.9656
32.	.9656	48.	.9656
33.	.9656	49.	.9656
34.	.9656	50.	.8656
35.	.9656	51.	1.1756
36.	.9656	52.	1.1756
37.	.9656	53.	1.1756
38.	.9656	54.	1.1756
39.	.9656	55.	1.2316
40.	.9656	56.	1.2316
41.	.9656	57.	1.2316
42.	.9656	58.	1.2316
43.	.9656	59. <i>Apartment Margarita Bertaganda</i>	1.1756
44.	.9656	60.	1.1756
45.	.9656	61.	1.1756
46.	.9656	62.	1.1756
		63.	1.1756

Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
64	1.1756	81	1.2175
65	1.1756	82	1.2175
66	1.1756	83	1.2175
67	1.1756	84	1.2175
68	1.1756	85	1.2175
69	1.1756	86	1.2175
70	1.1756	87	1.0916
71	1.1756	88	1.0916
72	1.1756	89	1.0916
73	1.1867	90	1.0916
74	1.1867	91	1.0916
75	1.2175	92	1.0916
76	1.2175	93	1.0916
77	1.2175	94	1.0916
78	1.2175		
79	1.2175		
80	1.2175		

*Donald M. Dixon*  
*Lettie R. Dixon*

*Marion S. Spafford*  
*Earl Spafford*

*Arthur H. Smith*  
*Kathryn J. Smith*

*Hamberger & Sons*

*H. Vern Hardy*  
*Edna M. Hardy*

Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
64	1.1756	81	W. V. Allen 1.2175 Meds. B. Allen
65	Merlin B. Nelson 1.1756 Dorothy B. Nelson	82	Evelyn B. Badley 1.2175
66	1.1756	83	1.2175
67	1.1756	84	L. Vanden Bosch 1.2175 Sadie Vanden Bosch
68	1.1756	85	Non Lambert 1.2175 Florence C. Lambert
69	1.1756	86	Nennitta J. Hapton 1.2175 Ingram M. Hapton
70	E. R. Cayton 1.1756 Quendalyn N. Cayton	87	Robert D. Johnson 1.0916 Lillian D. Johnson
71	1.1756	88	1.0916
72	1.1756	89	E. Leau C. Brewer 1.0916
73	1.1867	90	1.0916
74	Willard C. Van Latta 1.1867	91	1.0916
75	1.2175	92	Karlina Winter 1.0916
76	1.2175	93	Harold Koch 1.0916 Marie B. Koch
77	1.2175	94	Edna Thomas 1.0916
78	1.2175		
79	Edna T. Nelson 1.2175	79	H. Roy Wilson
80	Mr. & Mrs. K. K. K. 1.2175		



Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
64.	1.1756	81.	1.2175
65.	1.1756	82.	1.2175
66.	1.1756	83.	1.2175
67.	1.1756	84.	1.2175
68.	1.1756	85.	1.2175
69.	1.1756	86.	1.2175
70.	1.1756	87.	1.0916
71.	1.1756	88.	1.0916
72.	1.1756	89.	1.0916
73.	1.1867	90. <i>Marlene M. Davis</i>	1.0916
74.	1.1867	91. <i>Helga M. Dausie</i>	1.0916
75.	1.2175	92.	1.0916
76.	1.2175	93.	1.0916
77.	1.2175	94.	1.0916
78.	1.2175		
79.	1.2175		
80.	1.2175		

Apartment Number	Vote by Percentage	Apartment Number	Vote by Percentage
64 Mrs. Evelyn H. Hooyg	1.1756	81 <sup>Bill &amp; Ned</sup> Allen (signal)	1.2175
65	1.1756	82	1.2175
66 <i>[Signature]</i>	1.1756	83 <i>[Signature]</i>	1.2175
67 <i>[Signature]</i>	1.1756	84	1.2175
68 <i>[Signature]</i>	1.1756	85	1.2175
69 <i>[Signature]</i>	1.1756	86 <i>[Signature]</i>	1.2175
70	1.1756	87	1.0916
71 <i>[Signature]</i>	1.1756	88 R. V. Hamelberg	1.0916
72 Mrs. E. Van Patten	1.1756	89 Mildred H. Stoneberg	1.0916
73 Mrs. Guy C. Leaver	1.1867	90	1.0916
74 Virginia E. Van Etten	1.1867	91	1.0916
75 Galah W. Lynch	1.2175	92	1.0916
76 Margaret Chamberlain	1.2175	93	1.0916
77 Lynn J. Meyer	1.2175	94	1.0916
78 Margaret Haggard	1.2175		
79	1.2175		
80	1.2175		

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE ) ss.

RAY HANEBERG, JOHN FITZGERALD, FERN RACKER, CATHERINE TUCKER,  
AND VERN HARDY, having been first duly sworn on oath depose and say: That they  
constitute a committee appointed by the Carriage Lane Management Committee to prepare  
proposed amendments to the Condominium Declaration recorded in the Office of the Salt  
Lake County Recorder and relating to the Carriage Lane Condominium Development.  
That affiants prepared the foregoing amended declaration and caused the same to be sub-  
mitted to the owners of record of Carriage Lane property. That the foregoing instrument  
was duly executed by not less than seventy-five per cent (75%) in vote of the total owners  
of Carriage Lane and that said signatures are sufficient in number to authorize the record-  
ing of the foregoing amended declaration as required by the original declaration heretofore  
recorded. That the persons whose signatures appear on the foregoing document acknowledged  
having executed the same of their own free will for the uses and purposes set forth in said  
amended declaration.

*R. Haneberg*  
RAY HANEBERG

*John M. Fitzgerald*  
JOHN FITZGERALD

*Fern S. Racker*  
FERN RACKER

*Catherine E. Tucker*  
CATHERINE TUCKER

*Vern Hardy*  
VERN HARDY

Subscribed and sworn to before me, a Notary Public, this 7 day of March,

1967.

*[Signature]*  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

EARLS SPAFFORD  
NOTARY PUBLIC  
My Commission Expires:  
January 15, 1970

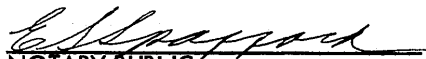
APARTMENT NUMBER	NAME	AMENDED COVENANT		PERCENTAGE VOTE	
		FOR	AGAINST	FOR	AGAINST
1	Ruth Marshall		X		.8677
2	*William Rettmer	X		.8677	
3	*Delores Merrill	X		.8677	
4	Leased Unit		X		.8677
5	*Marge Zimmerli	X		.8677	
6	*Helen Mitchell	X		.8677	
7	*Michael Cannon	X		1.0916	
8	*Tharon Murphy	X		1.0916	
9	*John Holmquist	X		1.0916	
10	Rosell Mullholland				
11	Vacant Unit (Jensen's Ofc)		X		.9656
12	Leased Unit		X		.9656
13	Leased Unit		X		.9656
14	Vacant Unit		X		.9656
15	*Lanay Curtis	X		.9656	
16	*Dorothy Welling	X		.9656	
17	*Dorothea McLaughlin	X		.9656	
18	*Glen Williams	X		.9656	
19	Earl S. Paul	X		.9656	
20	Vacant Unit		X		.9656
21	*Pearl Wright	X		.9656	
22	*Cyril Helss	X		.9656	
23	*John W. Fitzgerald	X		.9656	
24	*Gwen Hymas	X		.9656	
25	*Coquilla Miller	X		.9656	
26	Leased Unit		X		.9656
27	Vacant Unit		X		.9656
28	Vacant Unit		X		.9656
29	*George W. Fox	X		.9656	
30	*Gladys Judd	X		.9656	
31	James Garbet	X		.9656	
32	*Vinal Casper	X		.9656	
33	*Verna Minear - Sweeten	X		.9656	
34	*Elsie Y. Hummel	X		.9656	
35	*Gail Rickets	X		.9656	
36	*Walter W. Hunter	X		.9656	
37	*Fern Racker	X		.9656	
38	*Jonathan Tucker	X		.9656	
39	*J. Frank Kendrick	X		.9656	
40	*Josephine Saville	X		.9656	
41	*Julia LeCheminant	X		.9656	
42	*W. Kent Evans	X		.9656	
43	Edna Raymond	X		.9656	
44	Vacant Unit		X		.9656
45	*Hilda Thompson	X		.9656	
46	*Clyde Sperry	X		.9656	
47	*Leah Bradley	X		.9656	
48	*Lincoln Kener	X		.9656	
49	Leased Unit		X		.9656
50	Leased Unit		X		.9656
51	Joseph Hamilton	X		1.1756	
52	*Rex Wood	X		1.1756	
53	Wm. S. Barwick	X		1.1756	
54	*Grant Crancall	X		1.1756	
55	*James DeBry	X		1.2316	
56	*William Clegg	X		1.2316	
57	*W. Glen Swaner	X		1.2316	
58	Vacant Unit		X		1.2316
59	*Marguerite Bertagnole	X		1.1756	
60	*Rex Tripp	X		1.1756	

61	*Art Trott	X		1.1756	
62	*H. Eugene Glenn	X		1.1756	
63	Leased Unit		X		1.1756
64	*Evelyn Lowry	X		1.1756	
65	*Merlin K. Nelson	X		1.1756	
66	*Don Dixon	X		1.1756	
67	*Belle S. Spafford	X		1.1756	
68	Vacant Unit		X		1.1756
69	*Arch T. Smith	X		1.1756	
70	*E. Rumel Cayton	X		1.1756	
71	*William H. Fogg	X		1.1756	
72	*Elden VanPatten	X		1.1756	
73	*S. C. Leaver	X		1.1867	
74	*William VanEtten	X		1.1867	
75	*Dale Lynch	X		1.2175	
76	*John H. Chamberlain	X		1.2175	
77	*John Meyer	X		1.2175	
78	*Chester Hassard	X		1.2175	
79	*H. Roy Neilson	X		1.2175	
80	Clayton Gledhill	X		1.2175	
81	*William N. Allen	X		1.2175	
82	*Evelyn B. Badlye	X		1.2175	
83	Vacant Unit		X		1.2175
84	*L. Vanden Bosch	X		1.2175	
85	*Don S. Lambert	X		1.2175	
86	*Trumon M. Thaxton	X		1.2175	
87	*Robert D. Johnson	X		1.0916	
88	*Ray Hanneberg	X		1.0916	
89	*Elean C. Brewer	X		1.0916	
90	*Wallace W. Dansie	X		1.0916	
91	*H. Vern Hardy	X		1.0916	
92	*Karline Winter	X		1.0916	
93	*Horace E. Koch	X		1.0916	
94	*Graham Susman	X		1.0916	
Totals		76	17	81.7511	17.1573
Owners not Signing		1		1.0916	

75 Owners Signed for 81.7511  
 1 Owner did not sign for 1.0916  
 Total 100.0000

STATE OF UTAH            )  
                                  )    ss  
COUNTY OF SALT LAKE)

On the 7th day of March, 1967, those individuals whose names appear as signators to the foregoing amended declaration and are further identified by an asterisk (\*) preceding their said name on the two pages preceding this acknowledgment did duly acknowledge to me, a Notary Public, that they signed the same of their own free will for the purposes set forth in said declaration.

  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:

January 15, 1970



STATE OF UTAH            )  
                                  )  
COUNTY OF SALT LAKE)    SS

On the 8th day of March, 1967, Judy Hamilton acknowledged to me that she signed the name of Joseph Hamilton to the foregoing amended declaration having his Power of Attorney to do so and that she affixed his signature with full authority and as her own free and voluntary act for the uses and purposes set forth in said declaration.

  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:

January 15, 1970

