

~~FILED IN 15113~~

RETURN TO SECURITY TITLE CO.  
ESCROW DEPT.

Recorded DEC 13 1973 at 11:49  
Request of SECURITY TITLE COMPANY  
Fee Paid, JERADAN MARTIN  
Recorder, Salt Lake County, Utah  
By [Signature] Deputy

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND BY-LAWS

2587699

FOR

SPRING HILL CONDOMINIUMS, PHASE ONE

SECURITY TITLE COMPANY  
GHD 15113

This amendment made this 31 day of October, 1973, by SPRING HILL CONDOMINIUMS, INC., a Utah Corporation on the basis of its ownership of more than two-thirds (2/3) of the undivided interest in the common areas and facilities of SPRING HILL CONDOMINIUMS, PHASE ONE, and by Bruce V. Broadhead, Hooper Knowlton, III and Marian B. Broadhead, in their capacity as a majority of the present management committee of Spring Hill Condominium, Inc.

WITNESSETH:

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums, Phase One was duly executed and acknowledged by Spring Hill Condominiums, Inc., as Declarant, on September 7, 1973. On September 7, 1973, said instruments were recorded in the official records of Salt Lake County, Utah as Entry No. 2567817, in Book 3414, Page 48; and

WHEREAS, concurrently with the Declaration of Covenants, Conditions, Restrictions and By-Laws was recorded the Record of Survey Map for Spring Hill Condominiums, Phase One. Said map is recorded as Entry No. 2567818 in Book 73-9 Page 75; and

WHEREAS, the property made subject to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums, Phase One, and the same property is subject to this amendment is located in Salt Lake County, Utah and is more particularly described in Appendix A attached hereto and made a part hereof; and

WHEREAS, Paragraph 27 of the Declarations of Covenants, Conditions, Restrictions, and By-Laws for Spring Hill Condominiums, Phase One provides that the Declaration can be amended upon the approval of consent of unit owners representing not less than two-thirds (2/3) of the undivided interests in the common areas and facilities, and that Paragraph 27 further provides that any amendment shall be accomplished by the recordation of an instrument wherein the management committee certifies that the unit owners representing at least two-thirds (2/3) of the undivided interest in the common areas and facilities have approved and consented to any such amendment; and

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WHEREAS, Spring Hill Condominiums, Inc., as the owner of more than two-thirds (2/3) of the undivided interests in the common areas and facilities of Spring Hill Condominiums, Phase One and Bruce V. Broadhead, Hooper Knowlton III, and Marian B. Broadhead, as the majority of the present management committee hereby represents and certifies that on the date of this amendment, the ownership of two-thirds (2/3) of the undivided interest in the common areas and facilities consents to and approves the following amendments;

NOW THEREFORE, for such purposes, Spring Hill Condominiums, Inc., and Bruce V. Broadhead, Hooper Knowlton III and Marian B. Broadhead hereby makes the following amendments to the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums, Phase One:

1. The second sentence in sub-paragraph B of Paragraph 16 of the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominium, Phase One is hereby amended as follows:

"Limits of liability under such insurance shall not be less than \$100,000.00/\$300,000.00 for bodily injury; and shall not be less than \$10,000.00 for property damage for each occurrence. "

2. An additional sentence shall be added to Paragraph 23 of the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums, Phase One. This sentence shall read as follows:

"Provided, however, a member of the management committee shall not be indemnified under this Paragraph 26 for any acts which constitute gross negligence or willful misconduct."

3. All other Covenants, Conditions, Restrictions and By-Laws as set forth in the Declaration of Covenants, Conditions, Restrictions and By-Laws for Spring Hill Condominiums, Phase One as recorded September 7, 1973 in the office of the Salt Lake County Recorder, shall remain in full force and effect and this amendment in no way changes the validity of said Declaration other than as set forth specifically in this amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands this

31 day of October, 1973.

SPRING HILL CONDOMINIUMS, INC.

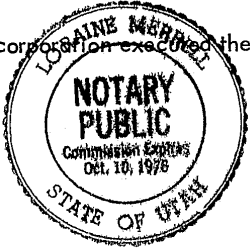
By Bruce V. Broadhead  
BRUCE V. BROADHEAD - President

ATTEST:

Marian B. Broadhead  
MARIAN B. BROADHEAD - Secretary

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

On this 31 day of October, 1973, personally appeared before me, Bruce V. Broadhead and Marian B. Broadhead, who being by me duly sworn, did say that they are the president and secretary respectively of Spring Hill Condominiums, Inc. a Utah corporation, and that the within and foregoing instrument was signed by them on behalf of said corporation by authority of a resolution of its Board of Directors and the said Bruce V. Broadhead and Marian B. Broadhead duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Lorraine Merrill  
NOTARY PUBLIC, residing in Salt Lake  
County, Utah

My Commission Expires:  
Oct. 10, 1976

Bruce V. Broadhead  
BRUCE V. BROADHEAD  
Member - Management Committee

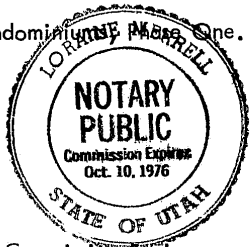
Hooper Knowlton III  
HOOPER KNOWLTON III  
Member - Management Committee

Marian B. Broadhead  
MARIAN B. BROADHEAD  
Member - Management Committee

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

On this 31 day of October, 1973, personally appeared before me,  
Bruce V. Broadhead and Hooper Knowlton III and Marian B. Broadhead, who being by  
me duly sworn, did say that they do constitute the majority of the management committee  
of Spring Hill Condominiums, Phase One, and that the within and foregoing instrument  
was signed by them on behalf of said management committee and certify that the above  
amendment was agreed to and approved by unit owners representing more than two-thirds  
(2/3) of the undivided interests in the common areas and the facilities of Spring Hill  
Condominiums, Phase One.



Loraine Merrell  
NOTARY PUBLIC, residing in Salt Lake  
County, State of Utah

My Commission Expires:

October 10, 1976

APPENDIX A

LAND DESCRIPTION

FOR

SPRING HILL CONDOMINIUMS, PHASE ONE

Beginning at a point on the Northeasterly right-of-way line of Vine Street, said point being North 1105.96 feet and West 267.71 feet from the Southeast Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being N 49° 22' W along the monument line 41.06 feet and N 66° 40' E 36.73 feet from a Salt Lake County Monument in the intersection of 5300 South and Vine Street, and running thence N 49° 22' W along said Northeasterly right-of-way line of Vine Street 356.31 feet; thence N 40° 38' E 58.00 feet to a point of a 180.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 60.84 feet to a point of a reverse curve to the left; the radius point of which is N 30° 00' W 210.00 feet; thence Northeasterly along the arc of said reverse curve 40.32 feet to a point of tangency; thence N 49° 00' E 19.47 feet to a point of a 175.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 18.79 feet; thence N 30° 00' W 108.20 feet; thence N 66° 40' E 196.65 feet; thence 549° 22' E 742.50 feet; thence 566° 40' W 244.86 feet; thence N 49° 22' W 198.00 feet; thence 566° 40' W 208.12 feet to the point of beginning. Containing 5.372 Acres.

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