

OCT 6 1975

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,

RESTRICTIONS AND BY-LAWS

2748701

FOR

TOWER HILL CONDOMINIUM

Recorded at 9:01 a.m.
Request of Larry Land
KATIE L. DIXON, Recorder
Salt Lake County, Utah
By [Signature] Deputy
REF.

This amendment to the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Tower Hill Condominium is made this 6th day of October, 1975, by Lach Family Partnership, a Utah General Partnership.

WITNESSETH:

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Tower Hill Condominium was duly executed and acknowledged by Lach Family Partnership, as Declarant, on October 24, 1974. On October 24, 1974, said instruments were recorded in the official records of Salt Lake County, Utah, as Entry No. 2660443 in Book 3708, Page 388.

WHEREAS, concurrently with the Declaration of Covenants, Conditions, Restrictions, and By-Laws was recorded a Record of Survey Map for Tower Hill Condominium. Said map consists of three (3) pages and is recorded as Entry No. 2660442 in Book 74-10, Page 156.

WHEREAS, the property made subject to the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Tower Hill Condominium; and the same property is subject to this amendment is located in Salt Lake County, Utah, and is more particularly described as follows:

Beginning at the Northeast corner of Lot 4, Block 71, Plat D, Salt Lake City Survey, running thence S 0° 00' 24" E along the east line of said block 71, 50.00 feet, thence N 89° 53' 30" W 148.00 feet; thence N 14° 34' 29" E 51.64 feet to the north line of said Lot 4; thence S 89° 53' 30" E along said north line 19.00 feet; thence N 12° 05' 35" E 7.16 feet; thence N 10° 55' 23" E 76.36 feet; thence S 89° 53' 30" E 100.00 feet; thence 0° 00' 24" E 82.00 feet to the point of beginning.

WHEREAS, Paragraph 24 of the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Tower Hill and Record of Sur-

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vep Map in part provides that the Declarant has the right to amend the Declaration until the completion and sale of 80 percent of the units, by value, or until two years from date Declaration was recorded whichever shall first occur; and

WHEREAS, on the date of this amendment less than 80 percent of the units, by value, have been sold and it is within two years from the date the Declaration was recorded;

NOW THEREFORE, Lach Family Partnership hereby makes the following amendments to the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Tower Hill Condominium and to the Record of Survey Map for Tower Hill Condominium.

1. The third WHEREAS paragraph of the first page of the Declaration is amended to read as follows:

"WHEREAS, Declarant has constructed or will construct a condominium residential building consisting of six (6) stories plus a basement for a total of 17 residential condominium units and 7 parking units and other improvements upon the aforesaid premises in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith, consisting of three sheets, prepared and certified by a duly registered Utah Land Surveyor; and"

2. Paragraph 2 P (3) on Page 4 of the Declaration is amended to read as follows:

"All foundations, columns, girders, beams, supports, main walls, roof, exterior walkways, parking areas (other than the 7 parking stalls that constitute units), service streets, stalls, and social center, recreational areas and facilities, yards, gardens, fences, all installations of power, light, and other utilities to the outlets, and in general all other apparatus, installations and other parts of the property necessary or convenient to the existence, maintenance, and safety of the common area, or normally in common use."

3. Paragraph 3 C (1) on Page 6 of the Declaration is amended to read as follows:

"The space enclosed within the undecorated interior surface of its perimeter walls, floors, ceilings (being in appropri-

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ate cases the inner surfaces parallel to the roof plane, of the roof rafters, and the projections thereof) projected, where appropriate, to form a complete enclosure of space including any pipes, ducts, wires, conduits, or structural divisions such as interior walls or partitions which intervene."

4. The first paragraph of Paragraph 11 on Page 13 of the Declaration is amended to read as follows:

"The business property and affairs of Tower Hill Condominium, shall be managed by a management committee consisting of three (3) members who are unit owners in the project to be elected as provided in the By-Laws. Such management committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by the Act, this Declaration, the By-Laws, and/or any amendments subsequently filed thereto, provided however, that the management committee may engage the services of a professional manager and fix and pay a reasonable fee or compensation therefor; further provided, any contract agreement engaging a professional manager must contain a provision that the management contract may be terminated by the management committee for cause on 30 day written notice; and further, the term of any such agreement or contract shall not exceed one year. Notwithstanding anything herein contained to the contrary, Declarant alone at its option, may act as the management committee until the completion and sale of 80 percent of the units, by value, in the project, or until two years from the date this Declaration is recorded whichever shall first occur."

5. Paragraph 16 B on Page 16 of the Declaration is amended to read as follows:

"A comprehensive policy or policies insuring the management committee, the manager and their agents and employees, the unit owners and their lessees, tenants, or occupants against any liability to the public or to the unit owners, incident to the ownership and/or use of the condominium project including all common areas and facilities, and including the personal liability exposure of the unit owners. Limits of liability under such insurance shall not be less than \$1,000,000. Such limits and coverage shall be reviewed at least

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annually by the management committee and changed at its discretion. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of the named insured under the policy or policies shall not be prejudiced as in respect to his, her, or their action against another named insured. Said policy or policies shall contain "Severability of Interest" endorsement which shall preclude the insurer from denying a claim because of negligent acts of the unit owners association, management committee, or their agents and employees or other unit owners and their lessees, tenants, or occupants."

6. Paragraph 16 G on Page 17 and 18 of the Declaration is amended to read as follows:

"An insurance for the fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, or volunteers responsible for handling funds belonging to or administered by the Association of Unit Owners. The fidelity bond or insurance must name the Unit Owners Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the insured's estimated annual operating expenses and reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

A named insured under each of the above required policies must be the following: "The Association of Unit Owners of Tower Hill Condominium for the use and benefit of the individual owners." Each of the above required policies shall contain a standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners of Tower Hill Condominium for the use and benefit of the mortgagees as their insurance may appear.

Each hazard insurance policy must be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of BBB or better. Each carrier must be specifically licensed or authorized by law to transact business within the State of Utah.

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Policies of insurance are unacceptable where: (i) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against a mortgagee; or (ii) by the terms of carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the mortgagee from collecting insurance proceeds.

All policies of hazard insurance must contain or have attached the standard mortgagee clause customarily used by private institutional lenders in the State of Utah. The mortgagee clause must provide that the insurance carrier shall notify the first mortgagee (or trustee) named at least ten days in advance of the effective date of any reduction in or cancellation of the policy."

7. The seventh paragraph under Paragraph 17 found on the bottom of Page 20 and the top of Page 21 of the Declaration is amended to read as follows:

"A certificate executed and acknowledged by a majority of the management committee stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the management committee and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or encumbrancer or prospective encumbrancer of a condominium upon request at a reasonable fee not to exceed ten dollars. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid common expenses which become due prior to the date of making of such request shall be subordinate to the lien held by the person making the request. Any encumbrancer holding a lien on a condominium may pay any unpaid common expenses payable with respect to such condominium and upon such payment such encumbrancer shall have a lien on such condominium for the amounts paid of the same rank as the lien of his encumbrance."

8. Paragraph 18 C found on Page 22 of the Declaration is amended to read as follows:

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"By agreement executed by a majority of the management committee, the benefits of A and B above may be extended to mortgages not otherwise entitled thereto."

9. Paragraph 22 found on Page 23 and Page 24 of the Declaration is amended to read as follows:

"Each unit owner, tenant, or occupant of a unit shall comply with the provisions of the Act, this Declaration, the By-Laws and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the management committee or the unit owners when acting in accordance with their authority, and any failure to comply with any of the provisions thereof, shall be ground for an action by the management committee to recover any loss or damage resulting therefrom, or for injunctive relief, or both."

10. Paragraph 23 found on Page 24 of the Declaration is amended to read as follows:

"Each member of the management committee shall be indemnified and held harmless by the unit owners against all costs, expenses, and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him in connection with any proceeding in which he may become involved by reason of his being or having been a member of said committee. Provided however, a member of the management committee shall not be indemnified for acts of gross negligence or willful misconduct."

11. Paragraph 25 D found on Page 26 of the Declaration is amended to read as follows:

"The holders of first mortgage liens shall have the right to examine the books and records of the Association of Unit Owners of the Condominium Project."

12. The Record of Survey Map previously recorded as Entry No. 2660442 in Book 74-10, Page 156 is hereby amended as shown by the Amended Record of Survey Map for Tower Hill Condominium which is filed concurrently with this Amendment to Declaration of Covenants, Conditions, Restrictions, and By-Laws for Tower Hill Condominium.

13. All other covenants, conditions, restrictions, and by-laws as set forth in the Declaration of Covenants, Conditions, Restrictions, and By-Laws for Tower Hill Condominium and the Record of Survey

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Map for Tower Hill Condominium as recorded October 24, 1974, 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 or Map other than as set forth specifically herein.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 6th day of October, 1975.

LACH FAMILY PARTNERSHIP, a Utah
General Partnership

By: John E. Lach
JOHN E. LACH, General Partner

STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 6th day of October, 1975, before me a Notary Public in and for Salt Lake County, State of Utah, personally appeared John E. Lach and acknowledged to me that he is a general partner of Lach Family Partnership and that he executed this document as such.



Joan H. Peterson
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

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