

WHEN RECORDED, RETURN TO:
TITLE INSURANCE AGENCY

Recorded JAN 6 1977 at 909 a m.
Request of Title Insurance Agency of Utah
KATIE L. DIXON, Recorder
Salt Lake County, Utah
\$ 2.150 By Cheryl Warrington Deputy
REF. Cheryl Warrington

2895209

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF
MOUNT OLYMPUS CONDOMINIUM PHASE NUMBER THREE

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS OF MOUNT OLYMPUS CONDOMINIUM, hereinafter referred to as the "AMENDED DECLARATION PHASE NUMBER THREE," is made and executed in Salt Lake County, State of Utah, this 3 day of January, 1977, by Russell D. Callister and L. Rex Andersen, doing business as Callister Company, a Partnership, hereinafter designated and referred to as "DECLARANT," pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-36 Utah Code Annotated, 1953, as amended) and the Declaration of Covenants, Conditions and Restrictions of Mount Olympus Condominiums - Phase Number One dated July 1, 1975.

W I T N E S S E T H :

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions and Restrictions of Mount Olympus Condominium - Phase Number One, hereinafter referred to as Declaration-Phase Number One, was duly executed and acknowledged by Declarant, on July 1, 1975, said instruments were recorded on July 22, 1975, in the Official Records of Salt Lake County, State of Utah as Entry No. 2727498, in Book 3921, at Page 256; and,

WHEREAS, concurrently with the Declaration-Phase Number One, was recorded a Record of Survey Map for Mount Olympus Condominium-Phase Number One, hereinafter referred to as Survey Map-Phase Number One, in the Official Records of Salt Lake County, State of Utah, as Entry No. 2727497, in Book 75-7 at Page 114; and,

WHEREAS, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions and Restrictions of Mount Olympus Condominium - Phase Number Two, hereinafter referred to as Declaration-Phase Number Two, was duly executed and acknowledged by Declarant, on July 2, 1976, said instruments were recorded on July 2, 1976, in the Official Records of Salt Lake County, State of Utah as Entry No. 2831181, in Book 4255, at Page 330; and,

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WHEREAS, concurrently with the Declaration-Phase Number Two, was recorded a Record of Survey Map for Mount Olympus Condominium-Phase Number Two, hereinafter referred to as Survey Map-Phase Number Two, in the Official Records of Salt Lake County, State of Utah, as Entry No. 2631178 in Book 76-6 at Page 141 and,

WHEREAS, the said Declaration-Phase Number One and Survey Map-Phase Number One and the Amendment to the Declaration-Phase Number Two and Survey Map-Phase Number Two provides that the Mount Olympus Project is an expandable condominium, whereby additional land may be added with the creation of additional units, common areas and facilities thereon and that Declarant may amend the Declaration of Covenants, Conditions and Restrictions of Mount Olympus Condominium and the Record of Survey Map for Mount Olympus Condominium, in accordance with the Condominium Act and the Declaration; and,

WHEREAS, Declarant is the owner of that certain parcel of real property more particularly described in Article "B" below; and,

WHEREAS, Prudential Federal Savings and Loan Association, a Corporation of the United States, is the Trustee and Beneficiary of a certain Trust Deed encumbering that certain parcel of real property described in Article "B" below; and, Prudential Federal Savings and Loan Association, has acknowledged and consents to this Declaration, which Acknowledgement and Consent is attached hereto and by this reference made a part hereof; and,

WHEREAS, Declarant is the owner of certain buildings and certain other improvements heretofore or hereafter to be constructed upon the said parcel; and,

WHEREAS, the said buildings and other improvements aforesaid have been or will be constructed and/or developed in accordance with the Plans and drawings set forth in the Amendment to Record of Survey Map-Phase Three, to be recorded concurrently herewith, consisting of three (3) sheets, prepared and certified by Keith R. Hafen of Engineering Association, Inc., a duly registered Utah Land Surveyor; and,

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WHEREAS, Declarant has sold the title to some of the units contained in Phase Number One and Phase Number Two of the Condominium Project, together with an undivided percentage ownership interest in and to the common areas and facilities pertinent to each of said units. The recordation in the office of the Salt Lake County Recorder, Salt Lake City, Utah, of this Amendment to Declaration of Covenants, Conditions and Restrictions of Mount Olympus Condominium-Phase Number Three, together with the Amended Survey Map-Phase Number Three, shall automatically reallocate undivided interests in the common areas and facilities of the expanded condominium among the prior units in the project and the units added by this amendment, all such undivided interests being allocated among all units on the same basis, as set forth in Exhibit A, attached hereto; and,

WHEREAS, Declarant desires by filing this Amended Declaration-Phase Number Three and the aforesaid Amendment to Record of Survey Map-Phase Number Three to submit the property as described in Article "B" below, together with the buildings and all other improvements thereto to the provisions of the Utah Condominium Ownership Act and to the Declaration of Covenants, Conditions and Restrictions of the Mount Olympus Condominium as amended; and,

WHEREAS, Declarant desires and intends to sell to various purchasers, the fee title to the Units contained in this Phase Number Three on the Condominium Project, together with the undivided ownership interests in the total common areas and facilities appurtenant to each of said units within the project, subject to the covenants, conditions and restrictions herein reserved; and,

WHEREAS, the Condominium Project, as hereby expanded, is an expandable condominium whereby additional land or an interest in it may be added along with the creation of additional units, common areas and facilities thereon in accordance with this Declaration and the Condominium Act.

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NOW, THEREFORE, Declarant and the Signatory to the affixed Consent and Acknowledgements, declare that all the described property in Article "B" below is and shall be held, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of the Declaration-Phase Number One and the Survey Map-Phase Number One as hereby amended by this Amended Declaration-Phase Number Three and the Amended Survey Map-Phase Number Three, which covenants, conditions and restrictions contained therein and herein shall run with the land and be a burden and a benefit to all having an interest therein, their successors, assigns, heirs, executors, administrators, grantees and devisees, and hereby amend and/or supplement the Declaration of Covenants, Conditions and Restrictions of Mount Olympus Condominium as follows:

ARTICLE A

Article A(4), (7) and (16) of the Declaration are hereby amended by deleting the original provision and substituting in lieu thereof the following:

(4) Declaration: Declaration shall mean and refer to the Declaration and all amendments and supplements thereto.

(7) Map or Survey Map: The Record of Survey Map dated even date with the Declaration and filed concurrently with the Declaration and all amendments and supplements thereto.

(16) Additional Land: This shall mean and refer to any land or an interest in it which may, from time to time, be added to or included in the initial Condominium Project as an expansion thereof under the terms and conditions of the Declaration. Such additional land may include all or part of the following described tract of land situated in Salt Lake County, State of Utah, together with all appurtenances thereto; to-wit:

Beginning on the West line of 2300 East Street at a point N 0° 04' 15" E 794.02' and West 40.00 feet from the South 1/4 corner, Section 34, T 1 S. R 1 E., Salt Lake Base and Meridian and running thence West 403.00'; thence South 179.83'; thence West 68.32'; thence North 118.00'; thence S 67° 00' W 265.30'; thence North 570.00'; thence East 716.03' to the West line of 2300 East Street; thence South 0° 04' 15" W 404.50' to the point of beginning.

Excepting the following parcels:

Parcel 1:

Beginning at a point on the West line of 2300 East Street; said point being N 0° 04' 15" E along the Quarter Section line 904.22 feet and West 40.00 feet from the S 1/4 Corner of Section 34 T. 1 S., R 1 E., Salt Lake Base and Meridian and running thence N 88° 30' W 233.63 feet; thence along the arc of a 293.67 foot radius curve to the left 54.08 feet, (long chord bears S 86° 13' 30" W 54.00 feet), thence S 9° E 114.18 feet; thence West 133.67 feet; thence N 20° 30' W 100.94 feet; thence N 69° 30' E 89.57 feet; thence along the arc of a 323.67 foot radius curve to the right 75.28 feet (long chord bears N 76° 09' 47" E 75.11 feet) thence N 9° 47' 34" W 264.46 feet thence East 327.00 feet to the West line of 2300 East Street; thence S 0° 04' 15" W 294.30 feet to the beginning.

Parcel 2:

Beginning at a point on the West line of 2300 East St. said point being N 0° 04' 15" E along the quarter section line 904.22 ft. and West 40.0 ft. from the south quarter corner of Section 34 T1S-R1E., SLB&M and running thence; S 0° 04' 15" W 110.20 ft. along west line of said street, thence West 269.33 ft. thence N 9° 03' W 114.18 ft. to a point on a 293.67 ft. radius curve to the right 54.08 ft. (Radius bears S 9° 03' E and long chord bears N 86° 13' 30" E 54.00 ft.); thence 54.08' along the arc of said curve, thence S 88° 30' E 233.63 ft. to the point of beginning.

Parcel 3:

Beginning at a point which is N 00° 04' 15" E along the quarter section line 1198.52 feet and West 367.00 feet from the South quarter corner of Section 34, Township 1 South, range 1 East, Salt Lake Base and Meridian; and running thence West 389.03 feet; thence South 148.87 feet; thence East 220.93 feet to the point of curvature of a 39.78 foot radius curve to the right (long chord bears S 55° 15' E 45.25 feet); thence 48.25 feet along the arc of said curve to the point of tangency; thence S 20° 30' E 133.32 feet; thence N 69° 30' E 60.00 feet to the point of curvature of a 323.67 foot radius curve to the right (long chord bears N 76° 09' 47" E 75.11 feet); thence 75.28 feet along the arc of said curve; thence N 09° 47' 34" W 264.46 feet to the point of beginning.

The description of the Additional Land as set forth above is solely for purposes of identification and is not a portion of the real property submitted to the terms of the Condominium Act. This Declaration-Phase Number Three is not intended and shall not be deemed to constitute any lien, encumbrance, restriction or limitation upon any real property or interest in real property, other than the property which the Declaration expressly submits to the provisions of the Condominium Act.

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ARTICLE B

Article B of the Declaration is hereby amended to include "Phase Number Three", by adding the following subparagraph B(1) thereto:

B(1). Submission: Declarant hereby submits to the provisions of this Amended Declaration and the Condominium Act including herein Phase Number Three associated with Phase Number One and Phase Number Two by addition of the following described real property, located in Salt Lake County, State of Utah, to-wit:

Beginning at a point which is N 00° 04' 15" E along the quarter section line 1198.52 feet and West 367.00 feet from the South quarter corner of Section 34, Township 1 South, range 1 East, Salt Lake Base and Meridian; and running thence West 389.03 feet; thence South 148.87 feet; thence East 220.93 feet to the point of curvature of a 39.78 foot radius curve to the right (long chord bears S 55° 15' E 45.35 feet); thence 48.25 feet along the arc of said curve to the point of tangency; thence S 20° 30' E 133.32 feet; thence N 69° 30' E 60.00 feet to the point of curvature of a 323.67 foot radius curve to the right (long chord bears N 76° 09' 47" E 75.11 feet); thence 75.28 feet along the arc of said curve; thence N 09° 47' 34" W 264.46 feet to the point of beginning.

EXCEPT reserving therefrom such easements and rights of ingress and egress over, across, through and under the above-described property and any improvements now or hereinafter constructed thereon as may be necessary, desirable or convenient to develop each and every part of the Additional Land. If, pursuant to this reservation, the above-described real property or any improvement thereon is transversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall terminate upon the first to occur of the following events:

- (a) When the entire Additional Land which may be added hereto has been fully developed; or,
- (b) When the right to add the Additional Land terminates.

ALSO RESERVING THEREFROM such easements, rights of ways, rights of ingress and egress over, across and through the above-described property and improvements now or hereafter constructed thereon as may be necessary, desirable or convenient to allow complete non-motorized access from and to any part of the Condominium project, including Additional Land, containing recreational facilities designed for the use and benefit of members of the Association.

The above-described properties, easements and rights are subject to the various electrical, telephone and gas or other utility easements or rights-of-ways shown on the Map.

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ARTICLE C

Article C. 1. of the Declaration is hereby amended by deleting the original provision and substituting in lieu thereof the following:

1. Names. The Condominium Project as submitted to the provisions of the Condominium Act shall be known as Mount Olympus Condominium.

Article C. 3. of the Declaration is hereby amended by deleting the original provisions and substituting in lieu thereof the following:

3. Description of Units. The Project consists of fourteen (14) buildings with each building containing two (2) Units for a total of twenty eight (28) Units, together with an outdoor swimming pool, a cabana containing two (2) restrooms and a barbeque pit. Each Unit shall have a full unfurnished basement and an enclosed garage. The Building and Units therein are restricted and intended for residential purposes only, except that Declarant specifically reserves the right, at its sole discretion, to occupy and utilize any unsold Unit as an office, sales office and/or model during the period of construction and marketing of the Condominium Units. The Building and garages are and shall be constructed of frame and masonry with cedar siding and brick veneer and the cabana shall be constituted of brick with an asphalt shingle roof.

Article C 13(d) and Article C 23(a) (b) and (g) of the Declaration are hereby amended by deleting the original provision and substituting in lieu thereof the following:

13(d) If 75% of the dollar value or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75%, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of sub-sections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953) as amended, shall apply

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and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair if required to be carried out by this Paragraph 13 shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Paragraph 13 regarding the extent of damage to or destruction of Project improvements shall be made by three MAI appraisers selected by the Management Committee. The decision of any two such appraisers shall be conclusive

In the event any loss to or taking of the common elements of the Condominium Project exceeds the sum of \$10,000.00, or a loss to or taking of a condominium unit exceeds the sum of \$1,000.00, the Condominium Owners Association shall give notice of such loss or taking to FH LMC c/o Prudential Federal Savings and Loan Association, 115 South Main Street, P. O. Box 11248, Salt Lake City, Utah 84111.

23(a) The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value. A mortgagee of any unit who comes into possession of the unit pursuant to remedies provided in the mortgage, foreclosure of mortgage, or deed or assignment in lieu of foreclosure, shall take the property free of any claims or unpaid assessments or charges against the mortgaged unit which accrued prior to the time such mortgagee comes into possession of the unit provided that after the mortgagee comes into possession there may be a lien created pursuant to Paragraph 22 hereof to secure all assessments, whether regular or special, assessed hereunder to such mortgagee as an owner after the date of possession, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

23(b) The Management Committee shall maintain the roster of unit owners, which roster shall include the mailing addresses of unit owners. Each unit owner shall notify the Management Committee of each and every mortgage of the condominium unit, and shall supply the name and address of the mortgagee. Such notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee. The Management Committee shall maintain another roster which shall contain the name and address of each mortgagee of a unit. The mortgagee shall be stricken from the roster upon receipt by the Management Committee of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgagee. Notice of such removal shall not be given to the mortgagee unless the removal is requested by the mortgagee. The Management Committee shall give a written notification to a holder of a recorded first mortgage on any unit within the project, of any default by the mortgagor of such unit in the performance of the mortgagor's obligations created under this Declaration and the Map in connection herewith, which Default is not cured within thirty (30) days.

23(g) No unit owner or any other party may have priority over any rights of first mortgagees of condominium units in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

ARTICLE D

Exhibit "A" to the Declaration-Phase Number One and Phase Number Two is hereby amended by deleting the entirety thereof and inserting in lieu thereof, Exhibit "A" as attached hereto and incorporated herein by this reference. Pursuant to the Condominium Act and the rights reserved by Declarant in the Declaration-Phase Number One, the recordation of this Amendment to Declaration, Covenants, Conditions, and Restrictions of Mount Olympus Condominium, together with the Amendment to Record of Survey Map-Phase Number Three, shall operate to automatically reallocate undivided interests in the common areas and facilities of the condominium, as expanded by this Amendment, among the prior units in the project and units added by this Amendment, all such undivided interests being allocated among all units on the same basis, as set forth in Exhibit "A" hereto.

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The recordation by the Declarant of this Amended Declaration-Phase Number Three will be deemed for all purposes, the same as if each unit owner and their mortgagee had executed this Amended Declaration-Phase Number Three for purposes of making such conveyance, grant, and transfer.

Effective Date. This Declaration shall take effect upon recording:

DECLARANT:

CALLISTER COMPANY,
A Partnership

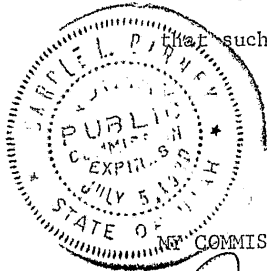
By: Russell D. Callister
RUSSELL D. CALLISTER,
General Partner

By: L. Rex Andersen
L. Rex Andersen
General Partner

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

On the 3 day of January, 1977, personally appeared before me RUSSELL D. CALLISTER and L. REX ANDERSEN, known to me to be the General Partners of CALLISTER COMPANY, a Partnership, and signers of the above instrument, and duly acknowledged to me

that such Partnership executed the same.



COMMISSION EXPIRES:

July 5, 1980

Carole L. Barney
NOTARY PUBLIC

RESIDING IN:

S. L. C., Utah

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EXHIBIT "A"

MOUNT OLYMPUS CONDOMINIUM-PHASE NUMBER ONE,
 PHASE NUMBER TWO AND PHASE NUMBER THREE

Building and Unit Number	Approximate Area in Square Feet*	Approximate Area in Square Feet of Basement and Garage	Par Value of Units	Percent of Common Areas
1A	1,464.67	1,982.47	59,000.00	3.5714
1B	1,464.67	1,982.47	59,000.00	3.5714
2A	1,464.67	1,982.47	59,000.00	3.5714
2B	1,464.67	1,982.47	59,000.00	3.5714
3A	1,464.67	1,982.47	59,000.00	3.5714
3B	1,464.67	1,982.47	59,000.00	3.5714
4A	1,464.67	1,982.47	59,000.00	3.5714
4B	1,464.67	1,982.47	59,000.00	3.5714
5A	1,464.67	1,982.47	59,000.00	3.5714
5B	1,464.67	1,982.47	59,000.00	3.5714
6A	1,464.67	1,982.47	59,000.00	3.5714
6B	1,464.67	1,982.47	59,000.00	3.5714
13	1,302.66	1,738.97	59,000.00	3.5714
14	1,302.66	1,738.97	59,000.00	3.5714
15	1,302.66	1,738.97	59,000.00	3.5714
16	1,302.66	1,738.97	59,000.00	3.5714
17	1,302.66	1,738.97	59,000.00	3.5714
18	1,302.66	1,738.97	59,000.00	3.5714
19	1,459.04	1,951.74	59,000.00	3.5714
20	1,459.04	1,951.74	59,000.00	3.5714
21	1,479.80	1,978.80	59,000.00	3.5714
22	1,479.80	1,978.80	59,000.00	3.5714
23	1,479.80	1,974.60	59,000.00	3.5714
24	1,479.80	1,974.60	59,000.00	3.5714
25	1,459.04	1,958.04	59,000.00	3.5714
26	1,459.04	1,958.04	59,000.00	3.5714
27	1,459.04	1,958.04	59,000.00	3.5714
28	1,459.04	1,958.04	59,000.00	3.5714
TOTAL VALUE OF ALL UNITS			1,652,000.00	100

*Excluding Garage and Basements