

WHEN RECORDED, RETURN TO:  
TITLE INSURANCE AGENCY

2921932

AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF  
MOUNT OLYMPUS CONDOMINIUM PHASE NUMBER FOUR

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS OF MOUNT OLYMPUS CONDOMINIUM, hereinafter referred to as the "AMENDED DECLARATION PHASE NUMBER FOUR," is made and executed in Salt Lake County, State of Utah, this        day of March, 1977, by Russell D. Callister and L. Rex Andersen, doing business as The 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,

Recorded MAR 22 1977 at 12 12 P m.  
Request of Title Insurance Agency of Utah  
KATHIE L. NIXON, Recorder  
Salt Lake County, Utah  
\$ 33.50 By Cheryl Warrington Deputy  
REF. \_\_\_\_\_

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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, pursuant to the Utah Condominium Ownership Act, the Declaration of Covenants, Conditions and Restrictions of Mount Olympus Condominium - Phase Number Three, hereinafter referred to as Declaration-Phase Number Three, was duly executed and acknowledged by Declarant, on January 3, 1977, said instruments were recorded on January 6, 1977, in the Official Records of Salt Lake County, State of Utah as Entry No. 2895209, in Book 4435 at Page 44 and,

WHEREAS, concurrently with the Declaration-Phase Number Three, was recorded a Record of Survey Map for Mount Olympus Condominium-Phase Number Three, hereinafter referred to as Survey Map-Phase Number Three, in the Official Records of Salt Lake County, State of Utah as Entry No. 2895208 in Book 77-1 at Page 3 and,

WHEREAS, the said Declaration-Phase Number One and Survey Map-Phase Number One and the Amendment to the Declaration-Phase Number Two and Phase Number Three and Survey Map-Phase Number Two and Phase Number Three, 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,

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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 Four, 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,

WHEREAS, Declarant has sold the title to some of the units contained in Phase Number One, Phase Number Two and Phase Number Three 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 Four, together with the Amended Survey Map-Phase Number Four, 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 Four and the aforesaid Amendment to Record of Survey Map-Phase Number Four 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 Four 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,

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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.

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 Four and the Amended Survey Map-Phase Number Four, 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 B

Article "B" of the Declaration is hereby amended to include "Phase Number Four", 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 Four associated with Phase Number One, Phase Number Two, and Phase Number Three, by addition of the following described real property, located in Salt Lake County, State of Utah, to-wit:

Beginning at a point which is  $N00^{\circ}04'15''E$  along the quarter section line 794.02 feet and west 443.00 feet from the south quarter corner of Section 34, Township 1 South, range 1 East, Salt Lake Base and Meridian; and running thence South 179.83 feet; thence West 68.32' feet; thence North 118.00 feet; thence  $S67^{\circ}00'W$  265.30 feet; thence North 421.13 feet; thence East 220.93 feet to the point of curvature of a 39.78 foot radius curve to the right (long chord bears  $S55^{\circ}15'E$  45.35 feet); thence 48.25 feet along the arc of said curve to the point of tangency; thence  $S20^{\circ}30'E$  133.32 feet; thence  $S69^{\circ}30'W$  29.57 feet; thence  $S20^{\circ}30'E$  100.94 feet to the point of beginning.

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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.

#### ARTICLE C

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 twenty three (23) buildings with each building containing two (2) Units for a total of forty six (46) 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.

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Article C. 17. (d) (i) of the Declaration is hereby amended by deleting the original provisions and substituting in lieu thereof the following:

(d) Management Committee:

(i) General: The business and property of this Condominium Project shall be managed by a Management Committee consisting of three (3) persons. These persons need not have an ownership interest in units in the Project and shall be elected by the owners at an annual meeting of the owners; provided, however, that Declarant shall have the option to act as or elect the Management Committee until the sooner of the following events:

(1) July 1, 1983, or (2) Declarant has submitted all of the Additional Land to the Project as provided in Section C Paragraph 2 and at least 75% of the units are completed and occupied. Such Management Committee shall have all the powers, duties and responsibilities as are now or hereinafter provided by law, this Declaration and any amendments subsequently filed thereto; provided, however, that the Management Committee may engage the services of a professional manager; provided, however, that in the event that the Management Committee does engage the services of professional management for the Condominium Project, such engagement shall be evidenced by a written agreement, which agreement shall provide that the Agreement may be terminated without cause or termination fee by either party on ninety (90) days or less written notice and the terms of such Agreement shall not exceed three (3) years. These provisions shall be in compliance with Utah Condominium Act Section 57-8-16.5(1) Utah Code Annotated 1953 as amended.

Article C. 19. of the Declaration is hereby amended by deleting the original provisions and substituting in lieu thereof the following:

19. Maintenance of Units and Assigned Limited Common Areas and Facilities. Each unit owner at his expense shall keep the interior of his unit, assigned limited common areas and its equipment and appurtenance in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting, varnishing and landscaping which may at any time be necessary to maintain the good appearance of his unit and assigned limited common areas and facilities. Except to the extent

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that the Management Committee is protected by insurance against such injury, the owner shall repair all injury or damages to the building or buildings caused by the act, negligence or carelessness of the owner or that of the lessee or sub-lessee of any owner, or that of any member of the owner's family or of the family of any lessee or sub-lessee or of any invited guest visiting the owner's unit, and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit and assigned limited common areas and facilities in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing or electrical outlets, refrigerators, heating and air conditioning equipment and blowers, dishwashers, disposals, ranges, washers, dryers, barbeques, etc., for the use of the owner's unit, that may be in the Unit or assigned limited common areas or that may be located in the common area for the service of the owner's unit. It is further provided, notwithstanding any other provision or definition contained in this Declaration, that the owner shall be responsible for the maintenance and repair of all utility pipes or lines or systems, and fixtures or appliances connected thereto, servicing a single unit (or connecting a single unit to a main or central utility to the point of disconnection from such main or central utility) whether located within the bounds of the unit or not. The owner shall have and be entitled to exclusive use and possession of the limited common areas and facilities assigned to him, and shall be

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responsible for the maintenance and upkeep thereof as provided for by the Management Committee. The owner shall not make or permit to be made any structural alteration, improvements, addition or landscaping in or to the unit, limited common areas, or common areas without the prior written consent of the Management Committee.

No radio or television antenna or aerial or cooler shall be installed on the outside of any building contained within the project without the written consent of the Committee.

In the event any owner or owners fail to maintain the unit and assigned limited common areas and facilities, the Management Committee shall have the right and authority to make such repairs, redecorating, painting, varnishing, landscaping and other maintenance and upkeep at the sole expense of the owner and such owner shall pay to the Management Committee the costs and expenses required and deemed necessary to accomplish such repairs, maintenance and upkeep on the owner's unit, and assigned limited common areas and facilities. Such payments shall be made upon the terms, at the time and in the manner provided by the Management Committee, without deduction on account of any off-sets or claims which the owners may have against the Committee. The Management Committee shall include the owner's costs and expenses hereunder with the owner's pro-rata portion of the costs and expenses as set forth in Section 21 below and shall have the same demand rights, privileges, lien rights and claims against the owner for such payment as any other payment or expenses therein set forth.

#### ARTICLE D

Exhibit "A" to the Declaration-Phase Number One, Phase Number Two and Phase Number Three 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 Four, shall operate to automatically reallocate undivided interests in the common areas and facilities

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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.

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

Effective Date. This Declaration shall take effect upon recording.

DECLARANT:

THE 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 21 day of March, 1977, personally appeared before me RUSSELL D. CALLISTER and L. REX ANDERSEN, known to me to be the General Partners of THE CALLISTER COMPANY, a Partnership, and signers of the above instrument, and duly acknowledged to me that such Partnership executed the same.

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Frankie Catmull  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Jan. 6, 1981

RESIDING IN:

Salt Lake

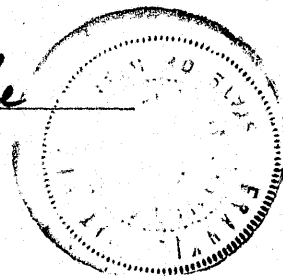


EXHIBIT "A"  
MOUNT OLYMPUS CONDOMINIUM-PHASE NUMBER ONE,  
PHASE NUMBER TWO, PHASE NUMBER THREE  
AND PHASE NUMBER FOUR

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	2.1739
1B	1,464.67	1,982.47	59,000.00	2.1739
2A	1,464.67	1,982.47	59,000.00	2.1739
2B	1,464.67	1,982.47	59,000.00	2.1739
3A	1,464.67	1,982.47	59,000.00	2.1739
3B	1,464.67	1,982.47	59,000.00	2.1739
4A	1,464.67	1,982.47	59,000.00	2.1739
4B	1,464.67	1,982.47	59,000.00	2.1739
5A	1,464.67	1,982.47	59,000.00	2.1739
5B	1,464.67	1,982.47	59,000.00	2.1739
6A	1,464.67	1,982.47	59,000.00	2.1739
6B	1,464.67	1,982.47	59,000.00	2.1739
13	1,302.66	1,738.97	59,000.00	2.1739
14	1,302.66	1,738.97	59,000.00	2.1739
15	1,302.66	1,738.97	59,000.00	2.1739
16	1,302.66	1,738.97	59,000.00	2.1739
17	1,302.66	1,738.97	59,000.00	2.1739
18	1,302.66	1,738.97	59,000.00	2.1739
19	1,459.04	1,951.74	59,000.00	2.1739
20	1,459.04	1,951.74	59,000.00	2.1739
21	1,479.80	1,978.80	59,000.00	2.1739
22	1,479.80	1,978.80	59,000.00	2.1739
23	1,479.80	1,974.60	59,000.00	2.1739
24	1,479.80	1,974.60	59,000.00	2.1739
25	1,459.04	1,958.04	59,000.00	2.1739
26	1,459.04	1,958.04	59,000.00	2.1739
27	1,459.04	1,958.04	59,000.00	2.1739
28	1,459.04	1,958.04	59,000.00	2.1739
29	1,317.00	1,754.00	59,000.00	2.1739
30	1,317.00	1,754.00	59,000.00	2.1739
31	1,317.00	1,754.00	59,000.00	2.1739
32	1,317.00	1,754.00	59,000.00	2.1739
33	1,317.00	1,754.00	59,000.00	2.1739
34	1,317.00	1,754.00	59,000.00	2.1739
35	1,317.00	1,754.00	59,000.00	2.1739
36	1,317.00	1,754.00	59,000.00	2.1739
37	1,317.00	1,754.00	59,000.00	2.1739
38	1,317.00	1,754.00	59,000.00	2.1739
39	1,317.00	1,754.00	59,000.00	2.1739
40	1,317.00	1,754.00	59,000.00	2.1739
41	1,317.00	1,754.00	59,000.00	2.1739
42	1,317.00	1,754.00	59,000.00	2.1739
43	1,317.00	1,754.00	59,000.00	2.1739
44	1,317.00	1,754.00	59,000.00	2.1739
45	1,317.00	1,754.00	59,000.00	2.1739
46	1,317.00	1,754.00	59,000.00	2.1739
TOTAL VALUE OF ALL UNITS			2,714,000.00	100

\* Excluding Garage and Basements.

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