

3000 Connor Street
84109

3324970

PHASE 2A
AMENDMENT TO
"DECLARATION
EDGEMOUNT ESTATES
PHASE I"

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

11-50
AUG 17 2 09 PM '79

Z.T.S. Inv.
REQ. OF Peter W. Souvall
REF. Evelyn Thompson
Evelyn Thompson

This Amendment of the Declaration, Edgemount Estates is made as of the date hereinafter set forth by Z.T.S. INVESTMENTS, a Utah partnership, (hereinafter the "Declarant"), pursuant to the provisions of The Utah Condominium Ownership Act.

R E C I T A L S:

Declarant has previously submitted Phase 1 of Edgemount Estates (hereinafter the "Condominium Project") to the provisions of the Utah Condominium Ownership Act (the "Act") by a Declaration Edgemount Estates - Phase 1 recorded March 26, 1979 as Entry No. 3255214 in Book 4834 at page 212 of the records of the Salt Lake County Recorder, (hereinafter the "Declaration"). The related Record of Survey Map (hereinafter the "Map") was recorded concurrently with the Declaration in Book 79-3 of Plats at page 85. The property submitted to the Act by said Declaration and Map is set forth as Phase I in paragraph D of the amendments hereinafter set forth.

Paragraph 26 of the Declaration permits Declarant to expand the Condominium Project by amending the Declaration at any time and from time to time within seven years of the effective date of the Declaration, in compliance with Section 57-9-13.6 of the Act. Declarant is the owner in fee simple of the property described in paragraph B. below which is hereby submitted to the Act and shall become an integral part of the Condominium Project consisting of Phases I and 2A.

NOW, THEREFORE, Declarant hereby amends the Declaration in the following manner:

A. Article I, paragraph 2 is amended in its entirety as follows:

"Declaration shall mean and refer to this Declaration, as amended from time to time to include additional phases."

B. Article I, paragraph 4 is amended in its entirety as follows:

"Map shall mean and refer to the Record of Survey Maps captioned 'Record of Survey Map of Phase 1, EDGEMOUNT ESTATES,' recorded concurrently with the Declaration, and the 'Record of Survey Map of Phase 2A, EDGEMOUNT ESTATES' recorded concurrently with the Amendment of Declaration, Edgemount Estates, Phase 2A, as well as the amended sheet 1 of Record of Survey Map of Phase 1 recorded concurrently with the Phase 2A Map."

C. Article I, paragraph 16 is amended in its entirety as follows:

"Phase I and Phase 2A shall mean and refer to the real property which is separately described as Phase I and as Phase 2A, respectfully, in Article II of this Declaration. In the Declaration where Phase 2A is not separately referred to such reference to Phase I shall include Phase 2A."

D. Article II Submission to the Act, is amended to read as follows:

"Declarant hereby submits to the provisions of the Act the following described real property situated in the County of Salt Lake, State of Utah:

Phase I Property:

Beginning at a point on the West line of Connor Street, said point being South 0°05'33" East 308.00 feet and South 89°58'30" West 24.75 feet from a monument in the intersection of Connor Street and Fisher Lane, said monument being due North 1211.85 feet and due West 1384.06 feet from the center of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89°58'30" West 36.33 feet; thence North 0°01'30" West 4.00 Feet; thence South 89°58'30" West 87.87 feet; thence North 0°01'30" West 4.00 feet; thence South 89°58'30" West 28.00 feet; thence South 0°01'30" East 3.00 feet; thence South 89°58'30" West 104.00 feet; thence South 0°01'30" East 3.00 feet; thence South 89°58'30" West 44.04 feet; thence South 0°01'30" East 4.50 feet; thence South 89°58'30" West 51.50 feet; thence South 0°01'30": East 1.50 feet; thence South 89°58'30" West 102.26 feet; thence North 0°05'33" West 312.47 feet to the South line of the Robert R. and Frances E. McKay property; thence South 89°15' East along said South line 454.05 feet to the West line of Connor Street; thence South 0°05'33" East along said West line 302.33 feet to the point of beginning. Continuas 3.168 acres.

SUBJECT TO all easements and rights of way of record, including but not limited to all presently existing or to be constructed or installed gas lines, electrical conduits, telephone lines, and related facilities which are located within the above described Parcel.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above described Parcel and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration or of any Map: (a) To improve portions of the Common Areas within the Project with such structures and facilities designed for the use and enjoyment of Owners of Units within such Project as Declarant may reasonably determine to be appropriate; (b) To improve the Common Areas of the above-described Parcel with such structures and facilities (including, but not limited to, arterial roads) as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Parcel or any improvement thereon is traversed 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 foregoing reservations shall, unless sooner terminated in accordance with their terms expire 7 years after this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALSO RESERVING such rights of ingress and egress over any roads comprising a part of the above-described Parcel as may be necessary to enable access to adjoining properties owned by Declarant.

Phase 2A Property:

Beginning at a point S 0°05'33" E 6.00 feet and N 89°15' W 478.80 feet from a monument at the intersection of Conner Street and Fisher Lane, said monument being due North 1211.85 feet and due West 1384.06 feet from the center of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence S 0°05'33" E 312.06 feet to a point on a curve to the right, the radius point of which is N 18°57'36" W 152.50 feet; thence Southwesterly along the arc of said curve 32.79 feet to a point of a reverse curve to the left, the radius point of which is S 6°38'29" E 46.00 feet; thence Southwesterly along the arc of said curve 61.30 feet; thence N 83°00' W 22.00 feet; thence N 7°00' E 10.27 feet to a point of a 25.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 21.43 feet to a point of a reverse curve to the right, the radius point of which is N 47°53'07" E 30.00 feet; thence Northerly along the arc of said curve 39.50 feet to a point on a reverse curve to the left, the radius point of which is N 56°40'218" E 25.00 feet; thence Northerly along the arc of said curve 19.64 feet to a point of a reverse curve to the right, the radius point of which is N 78°18'2" E 562.50 feet; thence Northwesterly along the arc of said curve 92.99 feet to a point of a reverse curve to the left, the radius point of which is S 87°46'39" W

25.00 feet; thence Northwesterly along the arc of said curve 21.38 feet to a point of a reverse curve to the right, the radius point of which is N 38°46'55" E 35.00 feet; thence Northeasterly along the arc of said curve 76.49 feet; thence N 16°00' W 37.00 feet; thence N 0°45' E 65.61 feet; thence S 89°15' E 115.47 feet to the point of beginning. Contains 0.852 acres.

SUBJECT TO all easements and rights of way of record, including but not limited to all presently existing or to be constructed or installed gas lines, electrical conduits, telephone lines, and related facilities which are located within the above described Parcel.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above described Parcel and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration or of any Map: (a) To improve portions of the Common Areas within the Project with such structures and facilities designed for the use and enjoyment of Owners of Units within such Project as Declarant may reasonably determine to be appropriate; (b) To improve the Common Areas of the above-described Parcel with such structures and facilities (including, but not limited to, arterial roads) as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Parcel or any improvement thereon is traversed 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 foregoing reservations shall, unless sooner terminated in accordance with their terms expire 7 years after this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALSO RESERVING such rights of ingress and egress over any roads comprising a part of the above-described Parcel as may be necessary to enable access to adjoining properties owned by Declarant.

E. Article III, paragraph 1 is amended by inserting the following language after the words "Condominium Unit" in the 13th line of said paragraph:

"Phase 2A is divided into 4 Units contained in two buildings. Each Phase 2A building is newly constructed, containing two Units with a basement, main floor and upper floor."

F. Article III paragraph 3 is amended in its entirety to provide as follows:

"Undivided Ownership Interest in the Common Areas.

Until additional phases are submitted to the Act each Unit, other than the Existing Home Unit, shall have an undivided 6.45% ownership interest in the combined Common Areas of Phases I and 2A and the Existing Home Unit shall have an undivided 9.70% ownership interest in the combined Common Areas of Phases I and 2A. Such interests will be diluted to a lower percentage interest in the Entire Tract if additional phases are submitted to the Act as provided in paragraph III-26 of this Declaration."

G. An Amended Map consisting of 3 sheets prepared by Bush & Gudgell, Inc. showing the Phase 2 A real property and improvements to be constructed thereon is being filed with the Salt Lake County Recorder concurrently with the recording of this document.

H. Exhibit "A" of the Declaration setting forth the Appurtenant Undivided Interests in Common Area is amended in its entirety as set forth in Exhibit "A" attached hereto and made a part hereof.

I. By virtue of this amendment Declarant hereby submits all of the property described herein applicable to Phase 2A to the Condominium Ownership Act and to be governed by the Declaration, Edgemount Estates, Phase I as amended hereby.

J. Effective Date. The Amendment of Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned, being the Declarant has caused this instrument to be executed and its seal be affixed hereto on the 15th day of AUGUST, 1979.

Z.T.S. INVESTMENTS,
a Utah partnership

By Ralph M. Tannerbaum
Ralph M. Tannerbaum, Partner

By Verner H. Zinik
Verner H. Zinik, Partner

and by

FIBRO COMPANY,
a Utah limited partnership, Partner

By William A. Souvall
William A. Souvall, General
Partner of Fibro Company

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

On this 15th day of AUGUST, 1979, personally appeared before me Ralph M. Tannenbaum, who being by me duly sworn, did say that he executed the foregoing instrument as a partner of Z.T.S. Investments.

My Commission Expires:

June 6, 1980

George D. Melby, Jr.
NOTARY PUBLIC, Residing at:

Salt Lake City, Utah

On this 15th day of AUGUST, 1979, personally appeared before me Verner H. Zinik, who being by me duly sworn, did say that he executed the foregoing instrument as a partner of Z.T.S. Investments.

My Commission Expires:

June 6, 1980

George D. Melby, Jr.
NOTARY PUBLIC, Residing at:

Salt Lake City, Utah

On this 15th day of AUGUST, 1979, personally appeared before me William A. Souvall, a general partner of Fibro Company, who being by me duly sworn, did say that he executed the foregoing instrument on behalf of Fibro Company as a partner of Z.T.S. Investments.

My Commission Expires:

June 6, 1980

George D. Melby, Jr.
NOTARY PUBLIC, Residing at:

Salt Lake City, Utah

CONSENT TO RECORDATION BY MORTGAGE

Prudential Federal Savings and Loan Association, a lien holder on the property described in Article II of this Declaration by virtue of a Deed of Trust, hereby consents to the recordation of this Amendment of Declaration and accompanying Record of Survey Map of Phase 2 A; provided, however, that in so doing it shall not be deemed either a Declarant or developer of the Project.

DATED this 17th day of August, 1979.

PRUDENTIAL FEDERAL SAVINGS AND
LOAN ASSOCIATION

By *Stephen P. Terry*
Its Senior Vice President

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

On this 17th day of August, 1979, personally appeared before me Stephen P. Terry, who being by me duly sworn, did say that he is a Sr. Vice President of Prudential Federal Savings and Loan Association, a corporation of the United States, and that the foregoing "Consent to Recordation by Mortgagee" was signed by him in behalf of said corporation by authority of a resolution of its Board of Directors.



Maria Mathews
NOTARY PUBLIC, Residing at:
Salt Lake City, Utah

EXHIBIT "A"

| <u>Unit No.</u> | <u>Assigned Par Value and Points</u> | <u>Appurtenant Undivided Interest in Common Area</u> |
|-----------------|--|--|
| 1 | \$ 80,000 - 2 | 6.45% |
| 2 | \$ 80,000 - 2 | 6.45% |
| 3 | \$ 80,000 - 2 | 6.45% |
| 4 | \$ 80,000 - 2 | 6.45% |
| 5 | \$ 80,000 - 2 | 6.45% |
| 6 | \$ 80,000 - 2 | 6.45% |
| 7 | \$ 80,000 - 2 | 6.45% |
| 8 | \$ 80,000 - 2 | 6.45% |
| 9 | \$ 80,000 - 2 | 6.45% |
| 10 | \$ 80,000 - 2 | 6.45% |
| 11 | \$120,000 - 3 | 9.70% |
| 12 | \$ 80,000 - 2 | 6.45% |
| 13 | \$ 80,000 - 2 | 6.45% |
| 14 | \$ 80,000 - 2 | 6.45% |
| 15 | \$ 80,000 - 2 | 6.45% |