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SALT LAKE COUNTY

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REC'D By Christy Campbell  
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FIRST AMENDMENT TO THE CONDOMINIUM  
DECLARATION FOR FOOTHILL GARDENS,  
A Utah Condominium Project

This First Amendment to the Condominium Declaration for Foothill Gardens (hereinafter "First Amendment") is made and executed by East Bench Corporation. This First Amendment amends the Condominium Declaration for Foothill Gardens which was filed of record by the Salt Lake County Recorder as Entry Number 3286652, in Book 4870, at pages 746 through 801 (hereinafter "the Declaration"). This First Amendment affects the following real property located in Salt Lake County, Utah:

All Units, Building 1 through 7, FOOTHILL GARDENS, a Utah condominium project, according to the record of survey map filed for record as Entry Number 3286653 in Book 79-5 of Plats at page 206, together with the appurtenant undivided ownership interest in the common areas and facilities, all of which is defined and described in the Condominium Declaration for Foothill Gardens, filed for record as Entry Number 3286652 in Book 4870, at pages 746 through 801 of official records.

East Bench Corporation is the successor to Foothill Gardens Venture, and as such successor, it makes and executes this First Amendment in the capacity of the Declarant pursuant to the Declaration. East Bench Corporation is also the Owner of all the units of Foothill Gardens, and as such Owner it makes and executes this First Amendment in the capacity of Owner pursuant to the Declaration.

1. Paragraph (a) of Article VII of the Declaration is hereby stricken in its entirety and the following is substituted in its place:

(a) Purpose. The purpose of the Condominium Project is to provide adult residential housing space for Unit Owners, their adult family members, guests, and lessees, and to provide parking space for use in connection therewith, all in accordance with the provisions of the Act and of these Declarations.

2. A new sub-paragraph (1) of paragraph (a) of Article VII of the Declaration is hereby inserted as follows:

BOOK 5417 PAGE 136

(1) Except as set forth below, no person under the age of fourteen (14) years shall, at any time, permanently reside in any Unit or reside in any Unit for any period or periods of time in excess of an aggregate one hundred twenty (120) days per calendar year. If a resident of a Unit should bear a child while residing in a Unit, the child of such resident, and any subsequently born child of such resident, may continue to reside in the Unit for a period not to exceed two years from the date of birth of the first born of such children in order that such resident may have adequate time to find a new place of residence. The Committee may, but need not, in its sole discretion, upon written application, grant reasonable time extensions to the two year period contained in the preceding sentence in cases where the Committee makes a finding of undue hardship; any such finding and any such time extension must be in writing and signed by a majority of the Committee to be valid. If at any time a child under the age of 14 years resides or is visiting in a Unit, the Unit Owner shall be totally responsible to insure that such child is supervised by an adult at all times, and shall be totally responsible for any damage that such child may cause, and shall indemnify and hold harmless the other Unit Owners, residents, the Association, and the Committee and its members, from any damage or liability caused by such child, or which may arise from any injury or harm that may befall such child while such child is at the Project.

3. Subparagraphs (1) through (9) of paragraph (b) of Article VII of the Declarations are renumbered as follows:

<u>Old Number</u>	<u>New Number</u>
(1)	(2)
(2)	(3)
(3)	(4)
(4)	(5)
(5)	(6)
(6)	(7)
(7)	(8)
(8)	(9)
(9)	(10)

4. Subparagraph (6) (which has been renumbered as subparagraph (7) by the provisions of paragraph 3 of this First Amendment) of paragraph (b) of Article VII of the Declarations is stricken and the following is substituted in its place:

(7) No animals of any kind which are not traditional, customary household pets, shall be allowed, kept, bred, or raised in any Unit or on any of the Common Areas in the Project. Without limiting the generality of the foregoing,

livestock, fowl, poultry, rabbits, rats, or wild animals are not traditional and customary household pets and are prohibited. Subject to additional rules and regulations established by the Management Committee consistent with the rules contained in this subparagraph, dogs, cats, and other such customary and traditional household pets may be kept in Units provided: (i) They are not kept, bred, or maintained for any commercial purpose; (ii) The adult weight of any dog shall not exceed fifty (50) pounds (except in the case of seeing-eye or similar dogs for the blind or handicapped as to which dogs the weight limitation shall not apply); (iii) No more than one dog or one cat shall be kept in any one Unit; (iv) The Unit Owner shall immediately remove any stools, dirt, or soilage, and repair any damage occasioned by the pet in any area of the Project; (v) All pets shall be carried, caged, or leashed, and accompanied by a responsible person at all times when in any of the Common Areas; (vi) No pets shall be permitted in the clubhouse, pool area, or any other such facility, nor in the landscaped areas of the Project, nor on any balcony; (vii) All pets shall be kept quiet, clean, and free of disease and shall be of a placid disposition; (viii) Pets shall relieve themselves of bodily wastes only in areas specified by the Committee and all stools shall be removed immediately by the person accompanying the pet; and (ix) If any pet causes or creates a nuisance or unreasonable disturbance or if the owner of a pet violates any of the foregoing restrictions, the pet shall be permanently removed from the property upon ten (10) days written notice from the Management Committee.

5. Paragraph (b) of Article IX shall be stricken and the following substituted in its place.

(b) Nature of and Restrictions on Ownership and Use. Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Units. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships or trusts and in the form of common or joint tenancy. The use restrictions contained in this Article IX and in Article VII and elsewhere in this Declaration shall, however, apply to the ownership of any interest in any Unit or the Project.

6. Subparagraph (8) of paragraph (a) of Article XII is stricken and the following substituted in its place:

(8) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the project is maintained and used in a manner consistent with the interests of the Unit Owners including

the authority to impose sanctions and penalties for the violation of any rules, regulations, and procedures of the Committee or the Board of Directors of the Association, or violation of this Declaration, or violation of the Bylaws, and the authority to take whatever other or additional action it deems appropriate to enforce such rules, regulations, and procedures, this Declaration, or the Bylaws.

7. Article XXIV is stricken and the following substituted in its place:

ARTICLE XXIV - Administrative Rules and Regulations; Penalties.

(a) Rules and Regulations. The Management Committee shall have the power to adopt and establish by resolution, such Project management and operational rules regulations and procedures as it may deem necessary for the maintenance, operation, management and control of the Project. The Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Unit Owners, tenants, sub-tenants or other occupants of the Units.

(b) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule, regulation, or procedure adopted by the Management Committee, or the Board of Directors, or the violation of any By-Law or the violation of any provision of this Declaration shall give the Management Committee the following rights, in addition to any other rights set forth in this Declaration, or in the By-Laws:

(1) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions violation, and the Management Committee shall not thereby be deemed guilty in any manner of trespass;

(2) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the cost, including attorney's fees, of such Unit Owner.

(3) If the conduct of any person violates any provision of any rules and regulations, By-Laws, or this Declaration with respect to the use of Common Areas, to suspend such use by any person violating such rules and to suspend such use by any person charged with the supervision of any person violating such rules, for a period not to exceed thirty (30) days for any single violation.

(4) To levy summary charges against a Unit Owner for such violation, in addition to any damages, provided that no summary charges may be levied for more than \$25.00 for any one violation; but each day a violation continues after notice shall be considered a separate violation. Such charges may be imposed in addition to any other sanction or remedy, and may be imposed on any Unit Owner who is responsible for the supervision of any person committing a violation. Collection of charges for damages or summary charges may be enforced against the Unit Owner or Owners involved as if the charge were a common charge owed by the particular Unit Owner or Owners.

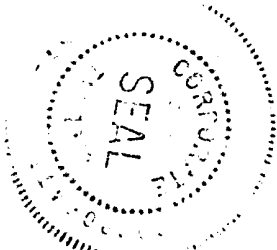
(5) Any person subject to the sanctions set forth in subparagraphs (3) and (4) above shall be entitled to demand, in writing, a hearing before a three person panel composed of members of the Association who do not reside with and who are not related to the person against whom sanctions have been imposed and who are not members of the Management Committee. Such panel shall be appointed within a reasonable time, not to exceed twenty (20) days by the Board of Directors of the Association if such demand is made by delivery to at least one member of the Management Committee within ten (10) days of notice of the imposition of the sanction. If no such demand for hearing is made, the sanction imposed shall be final. If after timely demand, a hearing panel is not timely appointed, the sanction imposed shall be vacated. Upon appointment of a hearing panel a hearing shall be scheduled within 20 days of the appointment of the panel, or within such other reasonable time as the hearing panel may establish. Pending such hearing, the Management Committee shall not collect any money charge imposed under paragraph (4) above, and any restriction on the use of Common Areas shall abate unless the Board of Directors finds good cause for such restrictions to continue pending any such hearing.

8. The dollar figure of \$10,000.00 contained in Article XV is stricken and the amount of \$20,000.00 is substituted in its place.

9. The period of five (5) years contained in Articles VI and XXIX is stricken and the period of eight (8) years is substituted in its place in both such Articles.

In Witness Whereof the undersigned have caused this First Amendment to be executed this 28<sup>th</sup> day of October, 1982.

EAST BENCH CORPORATION



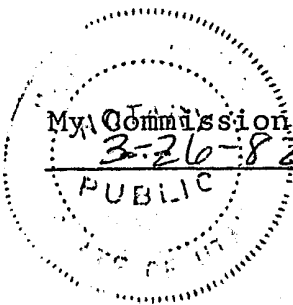
By: Jack C. Jensen Jr  
Its: Vice President

Attest:

Langdon T. Owen Jr.  
Secretary

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

On the 29<sup>th</sup> day of October, 1982, personally appeared before me Jack C. Jensen, Jr and Langdon T. Owen, Jr who, being by me first duly sworn declared that they are the vice President and Secretary, respectively, of East Bench Corporation, and that the foregoing instrument was executed by such persons on behalf of said corporation pursuant to the authorization of its Board of Directors or of its By-Laws, and such persons duly acknowledged to me that said corporation executed the same.



My Commission Expires:  
3-26-82

Lynne Wolfley  
Notary Public  
Residing at: Salt Lake City, UT