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SEVENTH AMENDMENT TO THE
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF MONTE CRISTO,
A CONDOMINIUM PROJECT

THIS SEVENTH AMENDMENT TO THE DECLARATION is made and executed this 31 day of October, 1983 by the BOARD OF DIRECTORS OF THE MONTE CRISTO HOMEOWNERS ASSOCIATION, an unincorporated association of Condominium Unit Owners.

RECITALS:

WHEREAS, on August 7, 1973 a Declaration of Covenants, Conditions and Restrictions of Monte Cristo, a Condominium Project, (the "Declaration"), was recorded as Entry No. 2559806 in Book 3389 at Pages 144 through 182, inclusive, which legally established the Monte Cristo Condominium Project;

WHEREAS, there have been six formally recorded Amendments to Covenants, Conditions, and Restrictions of the Condominium Project, which presently contains the following-described real property located in Salt Lake County, Utah, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE; and

WHEREAS, it is the desire of the Unit Owners to further amend such Declaration; and,

WHEREAS, the undersigned signators constitute all of the members of the Board of Directors of the Monte Cristo Homeowners Association, as authorized by statute; and,

WHEREAS, pursuant to Article XXIII of the Declaration, a majority of not less than two-thirds (2/3) of the Unit Owners have consented to and approved this Amendment as evidenced by the attached Affidavit of John W. Thomas, President of the

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Homeowners Association, and the consents attached, thereto, which Affidavit is incorporated by reference as Exhibit "B", and, NOW, THEREFORE, the Unit Owners hereby make and enter this Seventh Amendment to the Declaration, as amended, as follows:

1. Article I, Section 10, "Common Expenses," is hereby amended to read as follows:

Section 10. The term "common expenses" shall mean and refer to all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the By-laws, such rules and regulations pertaining to the Condominium Project as the Management Committee may from time to time adopt, and such other determinations and agreements lawfully made and entered into by the Management Committee. With regard to certain charges which have been imposed against the Unit Owners, such charges shall be specifically excluded from the definition of "common expenses" and shall be assessed against the Unit Owners on a flat fee per unit basis, and not on the basis of the Unit Owners' respective percentage or fractional undivided interest in the common areas and facilities. Such charges excluded from the definition of "common expenses" shall include the following: the electrical, natural gas, and telephone charges for operation of the swimming pool and clubhouse, the sewer use charges levied against the Association, snow removal charges and garbage pick-up charges levied against the Association of Unit Owners. Such charges shall be passed through to the individual Unit Owners on the basis of an equal charge per unit.

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2. Article XI, "Assessments," is hereby amended to read as follows:

ARTICLE XI
ASSESSMENTS

Every Unit Owner shall pay his proportionate share of the Common Expenses, as the same is defined and discussed herein. Payment thereof shall be in such amounts and at such times as the Management Committee determines in accordance with the Act, the Declaration and the By-laws. There shall be a lien for non-payment of Common Expenses as provided by the Act.

In assessing Unit Owners or requiring them to pay for the building improvements following the execution of the Declaration, it is agreed that no assessment for a single improvement in the nature of capital expenditure exceeding the sum of \$2,000.00 in cost shall be made without the same having been first approved by a vote of owners of seventy-five (75) per cent, or more, of the undivided interests in the Common Areas and Facilities. The foregoing sentence shall not apply in connection with the replacement or reconstruction occasioned by fire or other casualty.

3. Article XV, "Payment of Expenses," Third Paragraph is hereby amended to read as follows:


The portion payable by the Owner in and for each year or for a portion of a year shall be a sum within the limits and on the conditions hereinabove provided bearing to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, the same ratio as the Owner owns an undivided interest in the

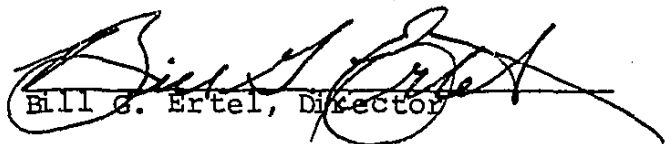
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Common Areas and Facilities, excepting the following charges, which shall be assessed against the Unit Owners on a flat fee per unit basis as discussed in Article I, Section 10, which flat fee charges include the following: the electrical, natural gas, and telephone charges for operation of the swimming pool and clubhouse, the sewer use charges levied against the Association, snow removal charges and garbage pick-up charges levied against the Association of Unit Owners. Such specific charges shall be passed through to the individual Unit Owners on the basis of an equal charge per unit. The total assessments, together with any additional sums accruing under this Declaration shall be payable monthly in advance, or in such payments and installments as shall be required by the Management Committee, and at such times as shall be provided by the Management Committee.

WHEREFORE, the undersigned has executed this Amendment on the date first above written.

MONTE CRISTO HOMEOWNERS ASSOCIATION,
an unincorporated Association of
Condominium Unit Owners,


John W. Thomas, Director


Bill G. Ertel, Director


LaFar Harris, Director

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Herbert E. Babcock
Herbert Babcock, Director

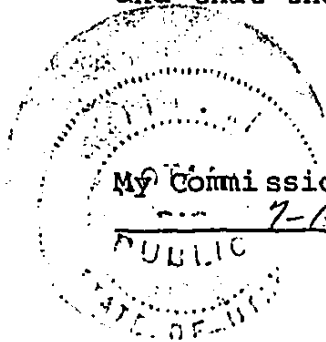
Annette M. Hibbard
Annette Hibbard, Director

Kay Lemmon
Kay Lemmon, Director

Chris Goris
Chris Goris, Director

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

On the 31 day of October, 1983, personally appeared before me, John W. Thomas, Bill G. Ertel, LaFae Harris, Herbert Babcock, Annette Hibbard, Kay Lemmon, Chris Goris, who upon their oaths, did state that they are the directors of the Monte Cristo Homeowners Association, and that they executed the same for and on behalf of said Unit Owners Association, and that they have authority to so execute this document.



My Commission Expires:
7-1-84

John W. Thomas
NOTARY PUBLIC
Residing in Salt Lake County, Utah

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EXHIBIT A

The following-described real property and improvements
located in Salt Lake County, Utah, to wit:

All of the lots and Common Areas and Facilities included
within MONTE CRISTO, a Utah Condominium Project, Phases
I, 1 and II, II, III and IV, inclusive, according to the
official Record of Survey Map for each phase, as recorded
in the office of the Recorder of Salt Lake County, State
of Utah.

EXHIBIT B

AFFIDAVIT

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

JOHN W. THOMAS, upon his oath, does hereby depose and say:

1. I am the President of the Monte Cristo Homeowners Association, an unincorporated Association of Condominium Owners (hereinafter the "Association").

2. That on or about June 22, 1983 the Management Committee of the Association caused to be sent to each of the seventy-four (74) Unit Owners a consent form for the amendment of the Declaration of Covenants, Conditions and Restrictions of Monte Cristo, Phases I, I and II, II, III, and IV, a Condominium Project (hereinafter the "Declaration").

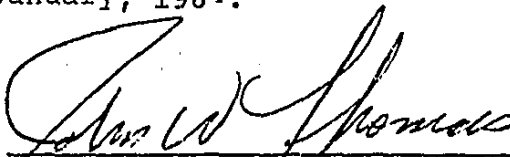
3. The Association has received all of the votes cast by members of the Association with regard to this issue.

4. Pursuant to Article XXIII, "Amendments", of the Declaration, the approval of "not less than two-thirds (2/3)" of the Unit Owners is required before the Declaration can be amended by the Unit Owners.

5. Sixty (60) of the seventy-four (74) unit owners voted for and consented to the amendment of the above-referenced Declaration to provide for the pass through of certain costs on an equal assessment per unit basis. The requisite majority of two-thirds (2/3) of the Unit Owners, therefore, have consented to the Amendment of the Declaration, as evidenced by said Consent forms, which are on file at the Office of the Association, and all requirements of the Declaration and of the Bylaws of the Association to obtain the consent and approval of each Unit Owner were met.

6. I am empowered by the Unit Owners and the Association to execute the amendment to the Declaration.

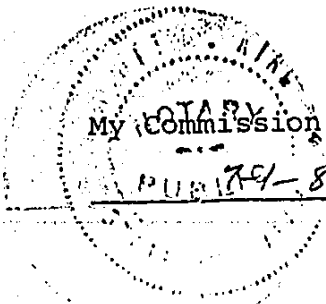
Dated this 17th day of January, 1984.



JOHN W. THOMAS

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SUBSCRIBED AND SWORN TO this 17th day of
January, 1984.



My Commission Expires:

[Handwritten Signature]
NOTARY PUBLIC
Residing at: *Murray, Utah*

[Handwritten Signature]
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REC OF DEPT
JAN 24 11 52 AM '84
Park & Young

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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