

4770192

SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF MONTE CARLO, A CONDOMINIUM PROJECT

This Amendment to the Declaration of Covenants, Conditions and Restrictions of Monte Carlo, a Condominium Project, hereinafter called the "Amendment", is made on the date set forth below pursuant to Article XXII of the Declaration and pursuant to the provisions of the Utah Condominium Ownership Act by the undersigned unit owners representing at least 2/3 of the undivided interest in the common areas and facilities in the following described real property situated in Salt Lake County, State of Utah, to wit:

Beginning at a point which is N 0 deg. 05'52" E 1270.15 ft. from the South Quarter Corner of Section 16 T. 2S, R. 1E, S.L.B.& M., and running thence East 385.25 ft.; thence North 586.82 ft., to the Southerly line of the Jordan & Salt Lake City Canal; thence along said line as follows: S 52 deg. 30' W 112.65 ft; thence N 62 deg. 00' W 165.0 ft; thence S 44 deg. 00' W 219.77 ft; thence S 33 deg. 30' W 488.18 ft; thence S 88 deg. 00' W 15.78 ft. to the East line of Fontaine Bleu Drive (1655 East St.); said point also being on the arc of a 230.0 ft. radius curve to the right, the center of which bears S 69 deg. 45'22" W; thence leaving said canal line, Southerly along said East line of Fontaine Bleu Dr. and along the arc of said curve an arc distance of 41.13 ft. through a central angle of 10 deg. 14'44" to the N.W. Corner of Lot 6, Fontaine Bleu Subdivision, according to the official plat thereof; thence N 88 deg. 00' E 277.14 ft. to the point of beginning.
(Contains 6.29 acres.)

This Amendment is made for purposes of amendment to
Articles I, Sections 4 and 9 and Article XIV as follows:

BOOK 6125 PAGE 0804

ARTICLE I

DEFINITIONS

Section 4: The term "Map" shall mean and refer to the fifty (50) Units designated on the Survey Map of Monte Carlo, a copy of which is attached hereto as Exhibit "A".

Section 9: The term "Unit" or "Units" shall mean and refer to one-fiftieth (1/50th) portion of the Monte Carlo Condominium complex. Each "Unit" has a designated Unit number, as shown on the Map attached hereto as Exhibit "A", and a designated street address. Monte Carlo Condominium complex has fifty (50) "Units" which are to be used for private residences and for no other purpose. A "Unit" can be leased after approval of the Management Committee; however, this means the complete "Unit". Leasing or renting of rooms within a "Unit" is strictly prohibited unless only one tenant or lessee occupies the entire "Unit".

ARTICLE XIV

PAYMENT OF EXPENSES

Each Unit Owner shall pay the Management Committee his allocated portion of the cash requirement deemed necessary by the Management Committee to manage and operate the Condominium Project, including the recreational facilities thereof, upon the terms, at the times, and in the manner herein provided without any deduction on account of any set-off or claim which the owner may have against the Management Committee, and if the owner shall

fail to pay any installment within one (1) month of the time when the same becomes due, the owner shall pay interest thereon at the rate of ten percent (10%) per annum from the date of such installment shall become due to the date of the payment thereof, and a \$10.00 late fee or a late fee of ten percent (10%) of the payment due, whichever is greater, for each delinquent month.

The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the owners of Condominium Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings and improvements, recreational area and facilities. This sum may include, among other things, the cost of management, special assessments, fire, casualty and public liability insurance premiums, common lighting, landscaping and the care of grounds, repairs and renovations to Common Areas and Facilities, Clubhouse, swimming pool, recreational facilities, snow removal, wages, water and charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency of other reserve or surplus fund, as well as all other costs and expenses relating to the

Condominium Project. The Management Committee may, from time to time, up to the close of the year from which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expenses which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

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 Common Areas and Facilities, and such 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.

The portion payable for expenses may exceed the ratio that the owner owns an undivided interest in the Common Areas and Facilities if the Management Committee shall determine that the

usage of any individual unit owner has become so disproportionate to the usage of other unit owners as to thereby directly cause an increase in the cash requirements for the Condominium Project.
Any additional portion which thereby becomes payable by a unit owner as assessed by the Management Committee must bear a direct relationship to the increased cash requirements which have resulted from the disproportionate usage.

The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Condominium Project and to determine the cash requirements of the Management Committee to be paid as aforesaid by the owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the owners, and any expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall, as against the owner, be deemed necessary and properly made for such purpose.

If the owner shall at any time let or sublet the Unit and shall default for a period of one (1) month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the owner occupying the Unit the rent due or becoming due and the payment of such rent to the Management Committee shall be a sufficient payment and discharge of such tenant or sub-tenant and the owner of the extent of the amount paid.

Each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the owner against whom the same are assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid Common expenses shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner of any condominium plus interest of ten percent (10%) per annum, and costs, including reasonable attorney's fees, shall become a lien upon such unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of Common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

(a) Tax and special assessment liens on the unit in favor of any assessment unit, and special district, and,

(b) Encumbrances on the owner's Condominium Unit (and Common Areas and Facilities) recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

A certificate executed and acknowledged by a majority of the Management Committee or by the Manager, if there be one, stating the indebtedness secured by the lien upon any condominium created hereunder, shall be conclusive upon the Management Committee and its Manager, if any, and the owners as to the amount of such indebtedness on the date of the certificate in

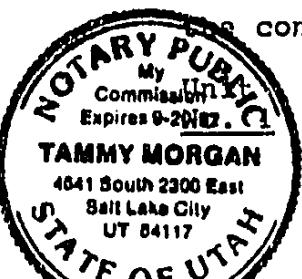
favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner or encumbrancee or prospective encumbrancee of a condominium upon request at a reasonable fee. Unless the request for a certificate of indebtedness shall be complied with during a period of ten (10) days following such request, all unpaid Common expenses which become due prior to the date of making of such request shall be subordinate to the lien held by the person making the request.

Upon payment of a delinquent assessment concerning which such certificate has been so recorded, or other satisfaction thereof, the Management Committee shall cause to be recorded in the same manner as the certificate of indebtedness a further certificate stating the satisfaction and release of the lien thereon. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

In the event of foreclosure, the owner shall be required to pay a reasonable rental for the condominium and the plaintiff in the foreclosure action shall be entitled to the appointment of a Receiver to collect the rental without regard to

the value of the mortgage security. The Management Committee or Manager shall have the power to bid in the condominium at foreclosure or other sale and hold, lease, mortgage and convey

the condominium.



Signatures

Unit No. 7 Signatures

Kathy Gunz Facities

Lawrence L. S.

Wayne L. Pusateri

Don Bryan

Notarized by Tammy Morgan

Notarized by Tammy Morgan

Unit No. 8

R. J. Dillman

Carolyn Dillman

Marva S. DeHaan

Notarized by Tammy Morgan

Unit No. 9

Andy T. Williams

Notarized by Tammy Morgan

Unit No. 10

Day Morgan

Notarized by Tammy Morgan

Unit No. 11

Elizabeth A. Heppner

Notarized by Tammy Morgan

Unit No. 12

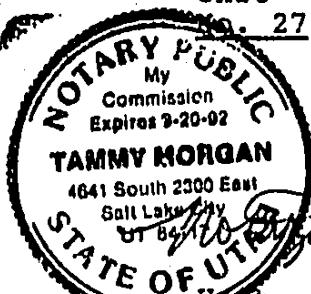
James J. Williams

Notarized by Tammy Morgan

Unit

No. 27

Signatures

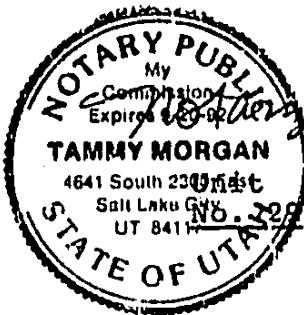


Unit

No. 34

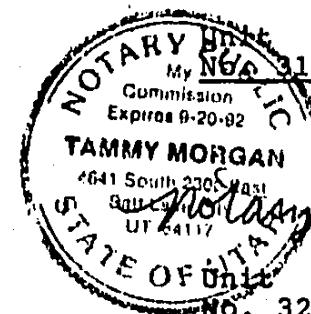
Signatures

Myles C Crockard
Verna B Crockard
Notarized by Tammy Morgan
Mary W Bucki



Unit

No. 30



Doris Oshaw

Isaiah W. Shaw

Notarized by Tammy Morgan

Unit

No. 38

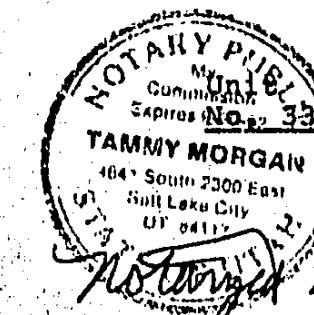
Unit

No. 39

Kathryn A. Thompson

Unit

No. 40



Rodrigel Y. Alvarado

Ester L. Edman

Notarized by Tammy Morgan

Unit
No. 41 Signatures

Two horizontal black lines, one near the top and one near the bottom of the page, likely serving as guides for writing.

Unit
No. 42

Unit
No. 43

Unit
No. 48 Signatures

NOTARY PUBLIC
My
Commission
Expires 8-20-02
TAMMY MORGAN
4844 South 3000 E.
SALT LAKE CITY
UT 84117
Notary
Unit No. 400
State of Utah

Signatures

Debra Hansen
Rebecca Ann Hanson
amy tang morgan
Debra Dr. Terrell

A circular stamp with the words "ROTARY PUBLIC RELATIONS COMMISSION" around the top edge. In the center, it says "My Commission" above "TAMMY MORGAN" and "4641 South 23rd East" on the next line. Below that is "SUITE 100" and "SALT LAKE CITY". At the bottom, it says "NOT 5017" and "STATE OF UTAH".

William of Cef/Phoe

by Terry Morgan

Madeline Stevens

by Daya Motra

Marie C. Burke

By Jim Morgan

Mrs. Dorothy Ba

Notarized by Day Morgan

A circular notary stamp with a double-line border. The words "NOTARY PUBLIC" are at the top in a large, bold, sans-serif font. Below that, "My" is in a smaller font, followed by "Commission" and "Expires 9-20-02". At the bottom, the name "TAMMY MORGAN" is printed in a large font. Below the name, the address "1001 South 2300 East" and "Salt Lake City, UT 84117" are listed. The bottom arc of the stamp contains the words "STATE OF UTAH" in a bold, sans-serif font.

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

On the 15 day of Mar, 1989, personally

appeared before me Nina B. Crockard as proxy for the following:

Ann B. Burns, Betty G. Ackerlind, Carole D. Nelson, S. K. Nelson,
Phyllis T. Mortensen, Tom Wharram, Pamela W. Wharram,
Christine Glezos Whipple, Anna H. Glezos, James A. Greener,
Ruth H. Aikale McEntire, George D. Heddlesten, A. Nadyne Koch,
Jeannine G. Heppler, Dorothy Tranter, Lawrence Tranter,
Charles Bollschweiler, Lova Bollschweiler, Lawrence D. Reaveley,
Janice M. Reaveley.

known or proven to me upon satisfactory evidence that they are the persons named in the foregoing Amendment, who being first duly sworn on oath that (i) they voluntarily executed the Amendment for purposes stated therein, and (ii) they have read the Amendment and know the contents thereof.

My Commission Expires:

Sept 20 1992

Tammy Morgan
NOTARY PUBLIC
Residing At:

SLC Ut

