

Capstone Home Owners Association

3369 HONEYCUT ROAD
SALT LAKE CITY, UTAH 84106

June 1, 1990

Salt Lake County Recorder
1001 South State
Salt Lake City, UT

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13 JUNE 90 01:39 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
CAPSTONE HOME OWNERS ASSOCIATION
REC BY: D DANGERFIELD : DEPUTY

\$ 34⁰⁰

Dear Sir/Madam:

The Capstone Management Committee does hereby execute and record on behalf of the Capstone Homeowners Association the following amendments to Article IV of the Revised and Restated Declaration of Condominium of the Capstone Condominium Project:

Article IV, Section 7, deleted in its entirety and restated as follows:

7. Permissible Use. No Unit shall be used, occupied, or altered in violation of law, so as to: a) detract from appearance or value of any other Unit; b) create a nuisance; or c) interfere with the rights of any Unit owner in a way which would result in an increase in insurance costs covering the Project as a whole. Common areas and facilities shall be used only in a manner consistent with their community nature and with use restrictions applicable to homeowner units. No automobile or other vehicle shall be parked at an entrance to or in front of a garage, in front of a walkway, or at any other location within the Project which impairs vehicular or pedestrian access within the Project or to and from its various parts.

Pets - If any pet becomes offensive to Unit owners by reason of noise, odors or other objectionable condition caused by it, the pet owner shall eliminate such pet from the Project if directed to do so by the Management Committee. Whenever a pet is allowed to leave a Unit or its appurtenant patio areas, it shall be kept on a leash or in a cage. If a pet is not thus controlled, any owner or Project occupant may capture or detain it and turn it over to a governmental animal control authority.

Article IV, Section 13, deleted in its entirety and restated as follows:

13. Composition of Management Committee. The Committee shall be composed of five plus two alternate members. The term of each Committee member shall be at least one year. Members shall be elected at the annual homeowners meeting. Only Unit owners are eligible for Committee membership.

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Any Committee member who fails to attend three successive Committee meetings shall automatically forfeit his seat. In the event a Committee seat becomes vacant, by forfeiture or otherwise, the remaining Committee members shall elect a replacement for the remainder of the term. Committee members shall be reimbursed for all expenses incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of Committee duties performed.

Article IV, Section 23, deleted in its entirety and restated as follows:

23. Remedies for Nonpayment. Should any Unit owner fail to pay when due his share of the Common expenses, a late fee will be charged for each delinquent payment; such fee will be set by the Management Committee. The Committee may enforce any remedy available for collection of delinquent common expense assessments. Regardless of the terms of any agreement to the contrary, liability for payment of common expense assessments shall be joint and several, and any remedy for collection of such assessments may be enforced against any owner of the Unit concerned or against the Unit itself. Any relief obtained, whether or not through foreclosure proceedings, shall include the Committee's costs and expenses and a reasonable attorney's fee. In the event of foreclosure, after institution of the action the Committee shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.

A legal description of the Capstone Condominium project is attached as Exhibit "A".

DATED this 1st day of June, 1990.

Capstone Homeowners Association

By 

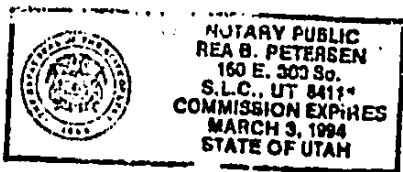
President

Encls. (2)
Exhibit "A"
Notarized Statement

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STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 1st day of June, 1990, personally
appeared before me Ralph N. Creeer,
President of Capstone Homeowners Association, a Utah
homeowners association, who, being by me duly sworn,
did say that he is the President of the Association and
that the foregoing Amendments to Declaration of Condo-
minium were signed on behalf of the Homeowners Associa-
tion and acknowledges to me that the Homeowners Associa-
tion consented to and accepted the same.



Rea B. Petersen
NOTARY PUBLIC
Residing in Salt Lake
County, UT

My Commission Expires:

March 3, 1994

EXHIBIT "A"

TO

AMENDMENT TO REVISED AND RESTATED DECLARATION OF
CONDOMINIUM OF THE CAPSTONE CONDOMINIUM PROJECT

(An Expandable Condominium)

The "Tract" which is referred to in and affected by said Declaration is situated in Salt Lake County, State of Utah, and is described as follows:

BEGINNING at a point North $89^{\circ}53'40''$ West along the Section line 1008.90 feet from the Southeast Corner of Section 28, Township One South, Range One East, Salt Lake Base and Meridian, and running thence North $89^{\circ}53'40''$ West along said Section line 232.01 feet to the East line of 1850 East Street; thence North $0^{\circ}54'10''$ West along said East line 330.30 feet to the Southwest corner of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 2) recorded in Book KK at Page 83; thence South $89^{\circ}53'40''$ East along the Southerly boundary of said parcel 223.82 feet; thence South $0^{\circ}06'20''$ West 81.00 feet; thence North $89^{\circ}53'40''$ West 11.00 feet; thence South $0^{\circ}06'20''$ West 185.25 feet; thence South $89^{\circ}53'40''$ East 25.00 feet; thence South $0^{\circ}06'20''$ West 64.00 feet to the point of BEGINNING.

ALSO: BEGINNING at a point North $0^{\circ}04'$ East 330.25 feet and North $89^{\circ}53'40''$ West 945.10 feet from the Southeast Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian (said point lying on the projection of the Northerly boundary of the parcel described in the Record of Survey Map of "Capstone" (Phase No. 1) recorded in Book II at Page 27) and running thence North $89^{\circ}53'40''$ West along the projection and Northerly boundary of said parcel 300.90 feet to the Northwest corner of said parcel; thence North $0^{\circ}54'10''$ West 212.03 feet; thence South $89^{\circ}56'$ East 394.49 feet; thence South $0^{\circ}04'$ West 84.00 feet; thence North $89^{\circ}56'$ West 26.00 feet; thence South $0^{\circ}54'10''$ West 107.20 feet; thence North $89^{\circ}56'$ West 64.00 feet; thence South $0^{\circ}04'$ West 21.00 feet to the point of BEGINNING.