

WHEN RECORDED, RETURN TO:
DEAN L. GRAY
48 Post Office Place, 3rd Fl.
Salt Lake City, UT 84101

850

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09 APRIL 92 02:35 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
DEAN L. GRAY
REC BY: SHARON WEST , DEPUTY

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

HARVARD DRIVE CONDOMINIUMS

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THIS AMENDMENT is made and executed this 6th day of April, 1992 by GERALD V. LAMBERT and NANCY F. LAMBERT, husband and wife and RANDELL L. SILCOX, a single person, pursuant to the provisions of the Utah Condominium Ownership Act (Section 57-8-36) Utah Code Annotated (1953) as amended.

AMENDMENTS

1. Obligation to Pay Expenses. Each owner shall pay a proportionate share of common expenses pursuant to paragraph 4 of the COVENANTS, CONDITIONS and RESTRICTIONS for the maintenance, repair and replacement of the yard, building and other common elements. Such share will be allocated equally between the unit owners.

2. Architectural Control. No building, fence, wall or other structure shall be commenced, erected or maintained upon the property, nor shall any exterior addition to or change or alteration of color or texture therein, including the roof, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by both owners.

3. Dispute Resolution. Any dispute involving responsibilities under this agreement, including rights and liabilities pursuant to these COVENANTS, CONDITIONS and RESTRICTIONS may be submitted for binding arbitration within 60 days of the dispute arising.

4. Priority of Lien. Any lien arising under paragraph 4 of the COVENANTS, CONDITIONS and RESTRICTIONS shall be subordinate to any first mortgage. Sale or transfer of either unit shall not affect the assessment of the lien. However, the sale or transfer of either unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such

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sale or transfer. No sale or transfer shall relieve either unit from liability for any assessments thereafter becoming due or from the lien thereof.

5. This Amendment is executed in connection with the COVENANTS, CONDITIONS and RESTRICTIONS controlling the "Harvard Drive Condominiums" which is the following described land in Salt Lake County, Utah:

Beginning at a point West 210.00 feet from the southeast corner of Lot 36, Section 36, Township 2 South, Range 1 West, Salt Lake Base and meridian and running thence South 135.00 feet to the North line of Harvard Drive and at a point which is 338.56 feet and North 25.00 feet from a spike marking the center of the intersection of Hoover Street and Harvard Drive, thence West along said North line 75.00 feet; thence North 135.00 feet; thence East 75.00 feet to the point of beginning. Contains 0.232 Acres.

Gerald V. Lambert
GERALD V. LAMBERT

Nancy F. Lambert
NANCY F. LAMBERT

Randall K. Silcox
RANDY SILCOX

On the 6 day of April, 1992 personally appeared before me Gerald V. Lambert and Nancy F. Lambert and Randall L. Silcox the signers of the above instrument who duly acknowledged to me that they executed the same.

Carole E. McAllister
Notary Public
Residing in Salt Lake County, UT.

My Commission Expires

