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03/10/95 4:55 PM 6038380 103.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BRYAN B TODD
REC BY: B GRAY DEPUTY - WI

WHEN RECORDED, MAIL TO:

Bryan B. Todd, Esq.
77 West, 200 So., Suite 200,
Salt Lake City, Utah 84101

Space Above for Recorder's Use

AMENDMENT TO DECLARATIONS

THIS AMENDMENT TO DECLARATIONS is made March 9, 1995 by **OLD MILL ESTATES HOMEOWNERS ASSOCIATION**, a Utah non-profit corporation ("Declarant").

WHEREAS, Cornelius Development Corporation, a Utah corporation ("**Cornelius**"), caused to be recorded the following Declarations (the "**Declarations**"), all of which contain covenants, conditions and restrictions governing various phases of the residential subdivision known as Old Mill Estates, which subdivision is legally described on **Exhibit A**:

- (1) Declaration dated September 26, 1989, recorded as Entry No. 4831766 in Book 6165, Page 1087, Salt Lake County Records;
- (2) Declaration dated August 27, 1990, recorded as Entry No. 4958443 in Book 6247, Page 2697, Salt Lake County Records;
- (3) Declaration dated March 13, 1991, recorded as Entry No. 5038008 in Book 6297, Page 1146, Salt Lake County Records;
- (4) Declaration dated January 28, 1992, recorded as Entry No. 5191214 in Book 6404, Page 2288, Salt Lake County Records; and
- (5) Declaration dated August 25, 1992, recorded as Entry No. 5317618 in Book 6506, Page 2062, Salt Lake County Records;

WHEREAS, Declarant has succeeded Cornelius as the governing entity under the Declaration in accordance with the provisions thereof and action duly taken by Cornelius and Declarant; and

WHEREAS, Declarant desires to amend the Declarations as follows, which amendments have been duly submitted to and approved by the members of Declarant;

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NCW, THEREFORE, Declarant hereby amends the Declarations by adding the following provisions thereto (terms used but not defined herein which are defined in the Declarations shall have the meanings given them in the Declarations):

1. **Enforcement and Remedies.** If any lot owner fails to comply with any Covenant within ten days after written notice of violation thereof (except that, where such violation cannot reasonably be cured within ten days, the ten day period will be extended to that reasonably required, as long as the lot owner commences the cure within such 10 day period and diligently pursues the same to completion) (the "Cure Period"), Declarant may impose the following fines in connection therewith:

Original Violation:	\$50.00
First Recurrence of same violation:	\$100.00
Second Recurrence of same violation:	\$250.00
Subsequent Recurrences of same violation:	\$500.00

The failure to cure a violation within a period equal to the Cure Period after receipt of notice of the imposition of a fine shall constitute a recurrence of such violation. Any fine which is not paid within 15 days after notice thereof is received shall bear interest from such date at the rate of 18% per annum, and there shall be added thereto reasonable attorneys' fees (whether or not legal action is commenced) and, if legal action is commenced, the costs of such action. All fines and charges (collectively, "Charges") related to a lot shall be the personal obligation of the owner of such lot at the time such Charges become due, and shall be secured by a continuing lien ("Lien") against such lot. If any Charge is not paid within 30 days after becoming due, Declarant may, at its option, at any time thereafter but prior to full satisfaction thereof, bring an action at law against the owner personally obligated to pay the same, or to foreclose the Lien arising in connection therewith. Any such foreclosure and subsequent sale shall be conducted in accordance with the laws of the State of Utah related to liens, mortgages, or deeds of trust, as applicable. Declarant, through its duly authorized agents, shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon the timely curing of any violation for which a notice of Lien was filed by Declarant, Declarant shall file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a reasonable fee to be determined by Declarant to cover the costs of preparing and filing or recording such release, together with the payment of all outstanding Charges.

2. **Vehicle Parking.** No lot owner shall allow any vehicle of any kind to be parked on-street overnight within The Property for more than three nights in a row or for more than six nights during any 30 day period. Run-down and/or unsightly

vehicles shall not be parked either on-street or on a lot where visible from the street at any time. The determination of whether a vehicle is run-down and/or unsightly shall be made by the Architectural Control Committee.

3. **Effect.** Except as provided above, the Declarations shall remain as presently constituted.

EXECUTED AS OF THE DATE FIRST APPEARING ABOVE.

OLD MILL ESTATES HOMEOWNERS ASSOCIATION,
a Utah non-profit corporation

By: _____


Bryan B. Todd, Its President

STATE OF UTAH,
COUNTY OF SALT LAKE:

On March 9, 1995 Bryan B. Todd personally appeared before me and duly acknowledged to me that he executed the foregoing instrument in the capacity indicated.

NOTARY PUBLIC: _____

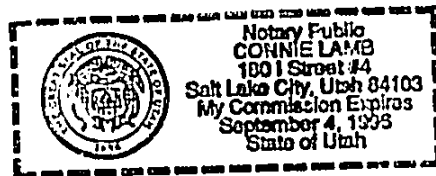


EXHIBIT A

Plats "A", "B", "C", "D" and "E" of Old Mill Estates
Subdivision, as recorded in the Office of the Salt Lake
County Recorder.