

72

6040448  
03/15/95 09:54 AM 72.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
TOWN OF ALTA  
REC BY: D KILPACK DEPUTY - WI

When Recorded Return to:

Douglas Matsumori  
RAY, QUINNEY & NEBEKER  
79 South Main Street, Suite 400  
Salt Lake City, Utah 84111

6040448

UNANIMOUS CONSENT TO AND SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF THE  
SUGARPLUM PHASE I CONDOMINIUMS

This Unanimous Consent to and Second Amendment to Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Agreement") is made and entered into as of this 25th day of October, 1993, by and among Thomas P. Lowe and Margaret L. Lowe, Richard Bass, ~~Information Express~~, Robert Gerard, Robert McCormack and Mary McCormack, Dennis McEvoy and Kim McEvoy (collectively referred to as "Unit Owners"), and Colonial Savings and Crossland Mortgage (collectively referred to as "Mortgagees").  
*Judith S. Denton* *Worsencroft*

RECITALS

1. A Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Original Declaration") was recorded on October 21, 1983, as Entry No. 3862379 in Book 5502 at Page 1875 of the public records of Salt Lake County, Utah, setting forth the covenants, conditions and restrictions for Phase I of the Sugarplum Planned Unit Development located in the Town of Alta, Salt Lake County, Utah, which Unit Development presently consists of Units Nos. 1, 2, 3, 4, 5, 6, described in the Original Declaration as follows:

Lot 2 SUGARPLUM PLANNED UNIT DEVELOPMENT located in Section 6, Township 3 South, Range 3 East, S.L.B. & M., according to the official plat thereof, as recorded in the Office of the Salt Lake County Recorder.

2. In connection with the Original Declaration, a Record of Survey Map (the "Map") covering Phase I of the Sugarplum Planned Unit Development was also recorded on October 27, 1983, as Entry No. 3862378 of the public records of Salt Lake County, Utah.

3. The Original Declaration was amended pursuant to the terms of that certain Amended and Restated Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Declaration"), recorded on January 23, 1984, as Entry No. 3895871 in Book 5525 at page 781 of the public records of Salt Lake County, Utah.

4. Thomas P. Lowe and Margaret L. Lowe, owners of Unit No. 6 of the Sugarplum Phase I Condominiums, plan to purchase Unit

BOOK 7116 PAGE 160

No. 1 and partition that Unit into two separate units. The partition requires that certain amendments be made to the Declaration and to the Map.

5. Under the terms of the Declaration, three-quarters (3/4) of the Unit Owners and all of the Mortgagees must consent to the partition of any unit and to any amendment of the Declaration.

6. Unit Owners and Mortgagees are willing to grant such consent to the partition and to amend the Declaration on the terms and conditions set forth in this Agreement.

#### AGREEMENT

In consideration of the foregoing, the benefits to be derived by each of the parties hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Unit Owners and Mortgagees hereby agree as follows:

1. Incorporation by Reference. The entire Declaration is incorporated herein by reference as if fully set out herein and is amended as indicated below.

2. Amendments to Declaration. The Declaration is hereby amended as follows:

a. The following language shall be deleted from paragraph 4.1 of the Declaration:

"The Land shall be improved with a three-story building (the "Building") containing six (6) Units, as well as certain Common and Limited Common Areas and Facilities;"

and the following language shall be substituted in place thereof:

"The Land shall be improved with a three-story building (the "Building") containing seven (7) Units, as well as certain Common and Limited Common Areas and Facilities;"

b. The following language shall be deleted from paragraph 6 of the Declaration:

"There shall be an individual one-car garage as well as a carport for one car located below the living area of each Unit; provided, however, Unit 6 shall have two garages and two carports appurtenant to such Unit. Each garage shall be included as part of the Unit to which it is appurtenant, and

each carport shall be designated as Limited Common Area, reserved for the use of the Owner of the Unit to which such carport is appurtenant."

and the following language shall be substituted in place thereof:

"There shall be an individual one-car garage as well as a carport for one car located below the living area of each Unit. Each garage shall be included as part of the Unit to which it is appurtenant, and each carport shall be designated as Limited Common area, reserved for the use of the Owner of the Unit to which such carport is appurtenant."

c. Appendix A to the Declaration shall be deleted in its entirety and Exhibit "A" to this Agreement shall be substituted in place thereof.

3. Consent to Amendments. Each of Unit Owners and Mortgagees hereby consent to the amendments to the Declaration as set forth above, to any ancillary changes to the Declaration that are needed to effectuate the partition, and to any amendments to the Map needed to reflect the partition of Unit No. 1 into two separate units.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

5. Binding Nature. This Agreement shall bind and inure to the benefit of the respective heirs, legal representatives, successors, substitutes and assigns of Unit Owners and Mortgagees.

Executed as of the date first above written.

UNIT OWNERS

X Thomas P. Lowe  
Thomas P. Lowe

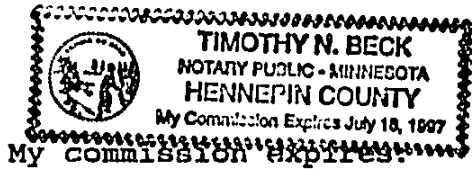
X Margaret L. Lowe  
Margaret L. Lowe

Richard Bass

BOOK 7116 PG 1162

STATE OF Minnesota )  
 : SS.  
COUNTY OF Hennepin )

On the 8<sup>th</sup> day of October, 1993, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.



Timothy N. Beck  
Notary Public  
Residing at 2515 Brookdale Lane  
Brooklyn Park, Minnesota 55444

July 18, 1997

STATE OF \_\_\_\_\_ )  
 : SS.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of October, 1993, Richard Bass personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My commission expires:  
  
\_\_\_\_\_

BOOK 7116PG1153

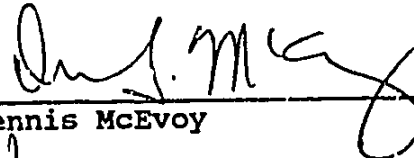
Information Express

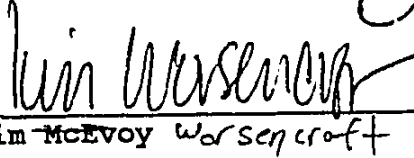
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Robert Gerard

\_\_\_\_\_  
Robert McCormack

\_\_\_\_\_  
Mary McCormack

x   
\_\_\_\_\_  
Dennis McEvoy

x   
\_\_\_\_\_  
Kim McEvoy Warsen craft

MORTGAGEES:

Colonial Savings

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Crossland Mortgage

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BOOK 7116 PM 164



Information Express

By: \_\_\_\_\_

Its: \_\_\_\_\_

X Robert Gerard  
Robert Gerard

\_\_\_\_\_  
Robert McCormack

\_\_\_\_\_  
Mary McCormack

\_\_\_\_\_  
Dennis McEvoy

\_\_\_\_\_  
Kim McEvoy

MORTGAGEES:

Colonial Savings

By: \_\_\_\_\_

Its: \_\_\_\_\_

Crossland Mortgage

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 1993 by \_\_\_\_\_, the \_\_\_\_\_ of Information Express.

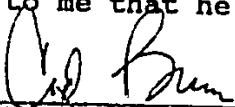
My Commission Expires:

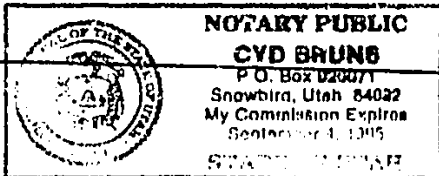
\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : ss.

On the 14 day of October, 1993, Robert Gerard personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

My commission expires:

  
\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_



BOOK 7116P 1167



Information Express

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Robert Gerard

Y Robert McCormack  
Robert McCormack

Y Mary McCormack  
Mary McCormack

\_\_\_\_\_  
Dennis McEvoy

\_\_\_\_\_  
Kim McEvoy

MORTGAGEES:

Colonial Savings

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Crossland Mortgage

By: \_\_\_\_\_  
Its: \_\_\_\_\_

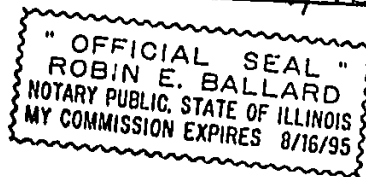
STATE OF ILLINOIS )  
COUNTY OF COOK ) : ss.

On the 25th day of October, 1993, Robert McCormack and Mary McCormack personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

Robin E. Ballard  
Notary Public  
Residing at STICKNEY, IL

My commission expires:

8-16-95



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : ss.

On the \_\_\_ day of October, 1993, Dennis McEvoy and Kim McEvoy personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My commission expires:

\_\_\_\_\_

BRN 7116P4169

Judith S. Denton  
Judith S. Denton

\_\_\_\_\_  
Robert Gerard

\_\_\_\_\_  
Robert McCormack

\_\_\_\_\_  
Mary McCormack

\_\_\_\_\_  
Dennis McEvoy

\_\_\_\_\_  
Kim McEvoy

MORTGAGEES:

Colonial Savings

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Crossland Mortgage

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BOOK 7118PC1170

STATE OF Alabama  
COUNTY OF Madison : SS

On the 11 day of October, 1993, Judith S. Denton personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

Laura M Shellaly  
Notary Public  
Residing at Monticello, AL

My commission expires:

My Commission Expires July 24, 1996



BOOK 7116 PAGE 1171

each carport shall be designated as Limited Common Area, reserved for the use of the Owner of the Unit to which such carport is appurtenant."

and the following language shall be substituted in place thereof:

"There shall be an individual one-car garage as well as a carport for one car located below the living area of each Unit. Each garage shall be included as part of the Unit to which it is appurtenant, and each carport shall be designated as Limited Common area, reserved for the use of the Owner of the Unit to which such carport is appurtenant."

c. Appendix A to the Declaration shall be deleted in its entirety and Exhibit "A" to this Agreement shall be substituted in place thereof.

3. Consent to Amendments. Each of Unit Owners and Mortgagees hereby consent to the amendments to the Declaration as set forth above, to any uncillary changes to the Declaration that are needed to effectuate the partition, and to any amendments to the Map needed to reflect the partition of Unit No. 1 into two separate units.

4. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and agreement.

5. Binding Nature. This Agreement shall bind and inure to the benefit of the respective heirs, legal representatives, successors, substitutes and assigns of Unit Owners and Mortgagees.

Executed as of the date first above written.

UNIT OWNERS

\_\_\_\_\_  
Thomas P. Lowe

\_\_\_\_\_  
Margaret L. Lowe

*Richard Bass*  
\_\_\_\_\_  
Richard Bass



Information Express

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Robert Gerard

\_\_\_\_\_  
Robert McCormack

\_\_\_\_\_  
Mary McCormack

x *[Signature]*  
\_\_\_\_\_  
Dennis McEvoy

x *[Signature]*  
\_\_\_\_\_  
Kim McEvoy Worcester

MORTGAGEES:

Colonial Savings

By: *[Signature]* *Chylin Adams*  
Its: *SENIOR VICE PRESIDENT*

Crossland Mortgage

By: \_\_\_\_\_  
Its: \_\_\_\_\_

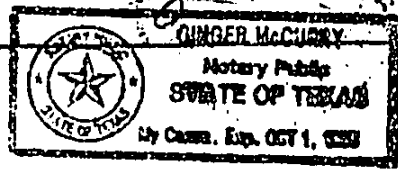


BOOK 7116pp 1174

STATE OF Texas )  
COUNTY OF Tarrant ) : ss.

The foregoing instrument was acknowledged before me this 21st day of October, 1993 by Craig W. Adams, the Secretary of Colonial Savings.

Ginger McCurry  
Notary Public  
Residing at \_\_\_\_\_



My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 1993 by \_\_\_\_\_, the \_\_\_\_\_ of Crossland Mortgage.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

24369.01/asm

BOOK 7116 PAGE 175



Information Express

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Robert Gerard

\_\_\_\_\_  
Robert McCormack

\_\_\_\_\_  
Mary McCormack

\_\_\_\_\_  
Dennis McEvoy

\_\_\_\_\_  
Kim McEvoy

MORTGAGEES:

Colonial Savings

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Crossland ~~Mortgage~~ Savings, FSB

X By: James P. Price  
Its: Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 1993 by \_\_\_\_\_, the \_\_\_\_\_ of Colonial Savings.

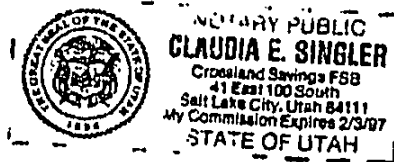
My Commission Expires: \_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

STATE OF UTAH \_\_\_\_\_ )  
COUNTY OF SALT LAKE \_\_\_\_\_ ) : SS.

The foregoing instrument was acknowledged before me this 20th day of October, 1993 by James P. Prince, the Vice President of ~~Crossland Mortgage~~ Crossland Savings, FSB

My Commission Expires: \_\_\_\_\_  
Claudia E. Singler  
Notary Public  
Residing at Salt Lake City, Utah

Feb. 3, 1997



3456 91/eam

APPENDIX A

SUGARPLUM PHASE I CONDOMINIUMS

<u>UNIT NO.</u>	<u>APPROXIMATE SQ. FOOTAGE</u>	<u>SHARE OF OWNERSHIP OF COMMON AREAS AND FACILITIES</u>	<u>VOTES</u>
1A	2,950	14.65%	1
1B	2,950	14.65%	1
2	2,850	14.14%	1
3	2,850	14.14%	1
4	2,850	14.14%	1
5	2,850	14.14%	1
6	2,850	14.14%	1
<hr/> TOTAL	<hr/> 20,150	<hr/> 100.00%	<hr/> 7

BOOK 7116 PAGE 178

EXHIBIT "A"

ATTACHMENT TO UNANIMOUS CONSENT  
TO AND SECOND AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF THE  
SUGARPLUM PHASE I CONDOMINIUMS

THIS ATTACHMENT is intended to be and is attached to that certain Unanimous Consent to and Second Amendment to Declaration of Condominium of the Sugarplum Phase I Condominiums (the "2nd Amendment"), previously executed by and among the undersigned, Thomas P. Lowe and Margaret L. Lowe, Richard Bass, Information Express, Robert Gerard, Robert McCormack and Mary McCormack, and Dennis McEvoy and Kim McEvoy (collectively referred to as "Unit Owners").

As part of the 2nd Amendment, it is hereby agreed and affirmed that notwithstanding the fact that there are 6 Units approved and provided for in the Original Declaration and the Declaration, for purposes of the measurement of density under applicable Town of Alta zoning ordinances in effect on the date hereof, the said 6 Units are deemed to be the equivalent of 11 units (22 bedrooms with a "unit" of density being 2 bedrooms under density regulations of the Town of Alta). Although 7 Units are now authorized under this 2nd Amendment, this does not allow or effectuate any change in the total number of bedrooms in the Sugarplum Phase I Condominium, such number remaining at 22 (11 units for zoning ordinance density purposes) nor does it allow the creation of any Units beyond the 7 provided for in the Declaration as amended hereby.

Further, as part of the 2nd Amendment, it is hereby recognized that the Sugarplum Phase I Condominiums are constructed on Lot 2 of Sugarplum Planned Unit Development and that said Planned Unit Development was developed pursuant to and subject of that certain Settlement Agreement, dated June 16, 1982, between the Town of Alta and Sorensen Resources Company, the original owner of all the property which has been submitted to the Planned Unit Development (the "Settlement"). It is agreed that any further development of the Sugarplum Phase I Condominiums shall be done in compliance with any applicable requirements of the Settlement.

This Attachment is deemed to be part of and incorporated into the 2nd Amendment and shall be effective in concert therewith. This Attachment may be executed in multiple counterparts which, when compiled shall be a single integrated agreement.

UNIT OWNERS:

  
\_\_\_\_\_  
Thomas P. Lowe

R00077116P1179

*Margaret L. Lowe*

Margaret L. Lowe

Richard Bass

Information Express

By \_\_\_\_\_  
Its: \_\_\_\_\_

Robert McCormack

Mary McCormack

Dennis McEvoy

Kim McEvoy

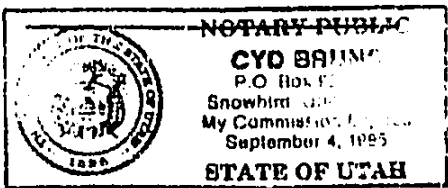
STATE OF Utah )  
COUNTY OF Salt Lake ) : ss.

On the 12 day of April, 1994, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

*[Signature]*

NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires:



BNW 7116PJ1180







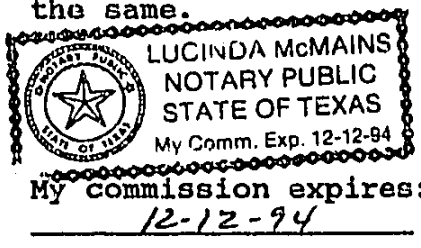






STATE OF Texas )  
COUNTY OF Dallas ) : ss.

On the 19th day of April, 1994, Richard Bass, personally appeared before me, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.



Lucinda McMains  
NOTARY PUBLIC  
Residing at: Dallas, TX

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by \_\_\_\_\_, the \_\_\_\_\_ of Information Express.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) : ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 1994, Robert McCormack and Mary McCormack personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

BNK 7116PM 1186

Margaret L. Lowe

Richard Bass

Information Express

By \_\_\_\_\_  
Its: \_\_\_\_\_

Robert McCormack

Mary McCormack

x *[Signature]*

Dennis McEvoy

x *[Signature]*

Kim Worsencroft

STATE OF \_\_\_\_\_ )  
  ) : ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of \_\_\_\_\_, 1994, Thomas P. Lowe and Margaret L. Lowe personally appeared before me, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

BOOK 7116 PAGE 1187

