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RECORDER, SALT LAKE COUNTY, UTAH

TOWN OF ALTA

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

UNANIMOUS CONSENT TO AND SECOND AMENDMENT TO DECLAPATION OF CONDOMINIUM OF THE SUGARPLUM PHASE I CONDOHINIUMS

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 Cwners"), and Colonial Savings and Crossland Mortgage (collectively referred to as "Mortgagees"). Wolsencoff W

RECITALS

- 1. A Declaration of Condominium of the Sugarplum Phase I Condominiums (the "Original Declaration") was recorded on October 2, 1983, as Entry No. 1662379 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

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. <u>Incorporation by Reference</u>. 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 threestory building (the "Building") containing six (6) Units, as well as certain Common and Limited Common Areas and Facilities;"

and the rollowing language shall be substituted in place thereof:

"The Land shall be improved with a threestory 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

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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. <u>Counterparts</u>. 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. <u>Binding Nature</u>. 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
Χ	Thomas P. Lowe
•	Thomas P. Lowe
X	Mangaret L. Louve
1	Margaret L. Lowe
	Richard Bass

STATE OF Minnesota : ss. COUNTY OF Hennepia)
On the $\frac{g+\lambda}{2}$ 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 TIMOTHY N. BECK TO SEC N. BECK NOTARY PUBLIC - MININESOTA HENNEPIN COUNTY My Committee Expires July 18, 1997 My Committee Expires July 18, 1997 My Committee The Second
July 18, 1997
STATE OF) 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:

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	Information Express
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	By:
	Robert Gerard
	Robert McCormack
	Mary McCormack
	x dr. Max
	Dennis McEvoy
	x lun Wasener
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	MORTGAGEES:
	Colonial Savings
	By:
	Crossland Mortgage
	By:
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STATE OF) COUNTY OF)	
On the day of October, 1993, Robert McCormack and M McCormack personally appeared before me, known by me to be signers of the foregoing document, who duly acknowledged to me they executed the same.	the
Notary Public Residing at My commission expires:	
	ancrostf
On the day of October, 1993, Dennis McEvoy and Kim McEpersonally appeared before me, known by me to be the signers of foregoing document, who duly acknowledged to me that they executhe same.	the
Notary Public	
My commission expires:	
State of California County of Santa Clara On October 11, 1993, before me, GARY C. SANCHEZ, Notary Public, appeared DENNIS McEVOY and KIM WORSENCROFT, who have proved to me, on the basis of satisfactory evidence, that they are the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that their signatures on the instrument, the persons or the entity upon behalf of which they acted, executed the instrument. OFFICIAL SEAL GARY C. SANCHEZ NOTARY PLEUC CALFORNS PLACED COUNTY BY COMM. EXPIRES Sept. 6, 1994	by
NOTARY PUBLIC, State of California	

By:
Robert McCormack
Mary McCormack
Dennis McEvoy
Kim McEvoy
ORTGAGEES:
Colonial Savings
By: Its: Crossland Mortgage

Information Express

By:_ Its:

STATE OF)	
COUNTY OF : as.	
The foregoing instrument	t was acknowledged before me this
day of October, 1993 by	t was acknowledged before me this, the
of Information Express.	
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*	Notary Public Residing at
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STATE OF	
STATE OF)	
COUNTY OF	
On the 14 day of Octo	ober, 1993, Robert Gerard personally me to be the signer of the foregoing
document, who duly administrate	me to be the signer of the foregoing
with daily acknowledge	ed to me that he executed the same.
	(Y.O. Ko.
	Notary\Public
My commission .	Residing at
My commission expires:	
NOTARY PUBLIC	
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Snowbird, Utah 84032 My Commission Expires	
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Information Express
By:
Robert Gerard
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STATE OF Aldrama, COUNTY OF Wadioon; ss

On the ____ 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.

Notary Public Residing at___

My commission expires:

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My Commission Expires July 24, 1996

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. <u>Counterparts</u>. 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. <u>Binding Natura</u>. 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	
1 Richard Do Jan	
Richard Bass	_

STATE OF)
COUNTY OF)
On the 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.
Notary Public
Residing at
My commission expires:
STATE OF TEXAS COUNTY OF DAILAS SE.
On the $\sqrt{54h}$ day of October, 1993, Richard Bass personally
appeared before me, known by me to be the signer of the foregoing
LUCINDA MOMARIS Notary Public Notary Public Residing at Notary Tx
My commission expires:
12-12-94

Information Express

Robert McCormack

Mary McCormack

Dannis McEvoy

MORTGAGEES:

Colonial Savings

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Notary Public Residing at	
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SUGARPLUM PHASE I CONDOMINIUMS

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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 denisty 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:

Moma P. house

Thomas P. Lowe

	Margaret L. Lowe
	Margaret L. Lowe
	Richard Bass
	Information Express
	By
	Its:
	Robert McCormack
	Mary McCormack
	mary McCormack
	Dennis McEvoy
	-
	Kim McEvoy
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that they executed the sa	ame.
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	Residing at:
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P.O Box F1
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Suptember 4, 1925

STATE OF UTAH

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	Margaret L. Lowe
	Richard Bass
	Information Express
	By Judit Sherton Its: President
	Robert McCormack
	Robert McCormack
	Mary McCormack
	Dennis McEvoy
	Kim McEvoy
STATE OF)
COUNTY OF	: ss.)
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	NOTARY PUBLIC
My commission expires:	Residing at:
	

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	Margaret L. Lowe
	Richard Bass
	Information Express
	By
	Robert McCormack
	Mary McCormack
	Dennis McEvoy
	Kim McEvoy
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COUNTY OF)
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	NOTARY PUBLIC
My commission expires:	Residing at:
my committation expires.	

STATE OF) • gg
COUNTY OF)
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My commission expires:	NOTARY PUBLIC Residing at:
STATE OF)
COUNTY OF	; ss.
The foregoing instruday of	ment was acknowledged before me this, 1994, by, of Information Express.
My commission expires:	NOTARY PUBLIC Residing at:
COUNTY OF Coth On the 20 th day of and Mary McCormack person the signers of the foregothat they executed the sa	1994, Robert McCormack ally appeared before me, known by me to be ing document, who duly acknowledged to me ame.
	RNARRE Ballard NOTARY PUBLIC
My commission expires:	Residing at:

"OFFICIAL SEAL"
ROXANNE BALLARD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/14/98

	Margaret L. Lowe
	Richard Bass Information Express
	By
	Robert McCormack
	Mary McCormack
	Dennis McEvoy
	Kim McEvcy
STATE OF) : ss.)
On the day of Margaret L. Lowe persona the signers of the foreg that they executed the s	, 1994, Thomas P. Lowe and ally appeared before me, known by me to be cing document, who duly acknowledged to me same.
My commission expires:	NOTARY PUBLIC Residing at:

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On the ///t day of personally appeared beforegoing document, who the same. LUCINDA McMAINS NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 12-12-94 My Commission expires: /2-/2-94	1994, Richard Bass, ore me, known by me to be the signer of the duly acknowledged to me that he executed NOTARY PUBLIC Residing at: Notary Public Residing at:
	: ss.) cument was acknowledged before me this
My commission expires:	NOTARY PUBLIC Residing at:
COUNTY OF day of and Mary McCormack person the signers of the foregrathat they executed the signers.	; ss.) , 1994, Robert McCormack nally appeared before me, known by me to be oing document, who duly acknowledged to me same.
My commission expires:	NOTARY PUBLIC Residing at:

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	Margaret L. Lowe
	Richard Bass
	Information Express
	Ву
	Its:
	Robert McCormack
	Mary McCormack
	x Inf. M'S
	Dennis McEvoy
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	Kim Worsencroft
STATE OF) : ss.
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On the day of Margaret L. Lowe person	, 1994, Thomas P. Lowe an ally appeared before me, known by me to b
the signers of the foreg	Joing document, who duly acknowledged to m
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