

all Danbury Lane Condo

EIGHTH AMENDMENT

E# 911847 BK 1387 PG 397
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1990 DEC 19 2:09 PM FEE 35.00 DEP REC
REC'D FOR BLACK'S TITLE, INC

03-124-0101 to 0104 + 0301 to 0305

TO

DECLARATION OF CONDOMINIUM

03-125-0201 to 0204 + 501 to 502

OF

03-126-0601 to 0606

DANBURY LANE (PHASE IX)

03-133-1101 to 1104

03-131-0401 to 0405

BEING THE FINAL ADDITION TO DANBURY LANE

03-134-1201 to 1203

CONDOMINIUM COMMUNITY

03-132-1301 to 1303

03-135-0701 + 0702 + 0802 + 0901 to 0903

This eighth AMENDMENT TO DECLARATION is made on the date set forth at the end hereof by ~~H Four Associates~~, a Utah Partnership, successor to Prowswood Development, Inc., formerly Prowswood, Ltd., hereinafter called "Declarant," for itself, its successors, grantees and assigns, pursuant to the condominium Ownership Act of the State of Utah.

03-140-1301, 1302, 1401, 1402
1501, 1502, 1503

RECITALS

A. On May 12, 1986, the Prowswood interests executed a Declaration of Condominium of Danbury Lane Phase 1, an Expandable Condominium Community (the "Declaration") as part of a plan for the Danbury Lane Condominium Project (the "Project") which Declaration was recorded in the Office of the County Recorder of Davis County, State of Utah, on May 20, 1986, Book 1089, Pages 842 through 905. During the next 24 months, the Project was expanded by the First Amendment to Declaration (Phase 2), Second Amendment to Declaration (Phase 3), Third Amendment to Declaration (Phase 4), Fourth Amendment (Phase 5), Fifth Amendment (Phase 6), Sixth Amendment (Phase 7) and the Seventh Amendment to Declaration (Phase 8), which was recorded April 29, 1988, Book 1231 beginning on Page 1063. All attendant documents and Record of Survey Maps for each of the phases were duly recorded and are on file in the office of the Davis County Recorder. The Declaration, Amendments and attendant Maps as submitted, commit to the provisions of the Condominium Ownership Act the following described real property situated in Davis County, being the sum total of the land embodied in Phases 1 through 8 and a Quit-Claim deed recorded 19 December 1990, to wit:

See Exhibit "A" attached hereto and incorporated herein by this reference.

B. Declarant desires pursuant to Section 36 of the Declaration to add the final expansion to the Project.

C. Declarant is the record owner of the real property described in Exhibit "B" attached hereto ("Phase 9 Land") which is a portion of the additional land described in the Phase 1 Declaration. The Record of Survey Map, Phase 9, of the Project consists of five (5) sheets, prepared and certified to by Von. R. Hill, a Utah Registered Land Surveyor. Upon recordation, this document shall affect the eighth and final expansion of the Project.

E 911847 BK 1387 PG 398

D. It is the intent of this document that the Phase 9 Land shall become subject to the Declaration.

E. There currently exists in the Project thirty six (36) units. This Amendment to Declaration and the Phase 9 Map expands the Project to include six (6) additional Units and the attendant additional Common and Limited Common Areas as depicted on the Phase 9 Map. After the recording of the Phase 9 Map and this Amendment to Declaration, the final Project size will consist of forty-two (42) units.

NOW, THEREFORE, for such purposes, Declarant hereby makes the following Amendment to Declaration:

1. Definitions. Except as otherwise defined herein or as may be required by the context, all terms or expressions defined in the Declaration, shall have such defined meanings when used in this Amendment to Declaration.

2. Submission to Condominium Ownership. Declarant hereby submits to the provisions of the Act, as additional land associated with the Project, the parcel of real property situated in Davis County, State of Utah, described on Exhibit "B" attached hereto.

RESERVED FROM THE SUBMISSION OF THE LAND described on Exhibit "B" are such easements and rights of egress and intress over, across, through and under the Land any improvements now or hereafter constructed thereon as may be necessary to develop the Project. If pursuant to this reservation the above-described real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby affected shall terminate upon the completion and sale of all Units in the Project. AND SUBJECT, ALSO, to all visible easements and easements of record and SUBJECT FURTHER to restrictions, provisions and covenants of record.

3. Description of Improvements. The significant improvements contained or to be contained in the Phase 9 of the Project include three (3) one story buildings containing two (2) Units each, and constructed principally of concrete foundation with exterior walls of a combination of hard board siding and brick or brick veneer, asphalt shingle roofing, interior walls of wood studs, plywood and dry wall plaster. Each unit has a two car garage. Said improvements are located substantially as shown in the Phase 9 Map and will be subject to easements which are reserved through the Project as may be required for utility services.

E# 911847 BK 1387 PG 399

The Phase 9 Map shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, shall be capable of being independently owned, encumbered and conveyed.

4. Description of Limited Common Areas and Facilities. Each Owner of a Unit is hereby granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and Facilities reserved exclusively for the use of his Unit. The Limited Common Areas appurtenant to any given Unit consist of a patio, entrance walkway and/or patio areas contiguous with the Unit as indicated on the Phase 9 Map. The exclusive right to use and occupy each Limited Common Area shall be appurtenant to and shall pass with the title to the Unit with which it is associated.

5. Computation of Undivided Interest. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit has been computed by determining the ratio between the square footage associated with such Unit (as set forth in Exhibit "C") and the aggregate square footages of all Units in the Project including previous Phases (with such minor adjustments in some or all of the resulting percentage interests as may have been necessary to assure that the total undivided interest respecting the Project equals 100%). These percentages are subject to diminution upon merger with the other Phases. Substantially identical Units have been assigned the same square footage, and the total of all undivided interests equals 100%. A Unit Owner's percentage of ownership interest in the Common Areas and Facilities shall be used for all purposes, including voting and assessment of common expenses.

6. Contents of Revised Exhibit "C". The Revised Exhibit "C" to this Amendment to Declaration contains the following information with respect to each Unit contained in the Project as expanded: (i) the Unit number and type; (ii) the square footage of the Unit; and (iii) the appurtenant Percentage Ownership Interest in Common Areas and Facilities after the expansion accomplished by this Amendment to Declaration.

7. Effective Date. This Amendment to Declaration shall take effect upon recording.

E: 911847 BK 1387 PG 400

IN WITNESS WHEREOF, the Declarant has executed this Eighth Amendment to Declaration this 19th day of December 1990.

H-FOUR ASSOCIATES
A UTAH PARTNERSHIP

QUARTER-H, INC. GENERAL PARTNER

J. Dean Hill, Pres.

STATE OF UTAH)
COUNTY OF DAVIS) ss.

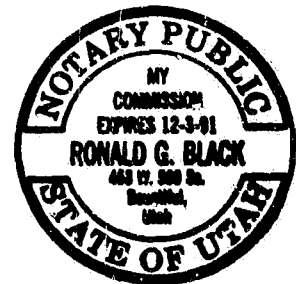
On the 19th day of December, 1990, personally appeared before me, J. Dean Hill, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Ronald G. Black

Notary Public

My Commission Expires: 12-3-91

Residing at: Beautiful Utah



Beginning on the West line of 200 West Street and the Northeast Corner of Danbury Lane Condominiums, Phase 1 at a point $S0^{\circ}08'06''E$ 506.00 feet from the North east Corner of Lot 3, Block 8, North Mill Creek Plat, Bountiful Townsite Survey, Bountiful, Utah and running thence $S0^{\circ}08'06''E$ 169.30 feet along the West line of said street to the Southeast Corner of said Phase 1, and running thence $S37^{\circ}59'58''W$ 182.20 feet, thence $N83^{\circ}24'25''W$ 44.25 feet, thence $S89^{\circ}46'54''W$ 116.00 feet, thence $N0^{\circ}13'06''W$ 117.64 feet, thence $N33^{\circ}13'59''W$ 44.94 feet, thence $N1^{\circ}10'34''W$ 31.12 feet, thence $N3^{\circ}53'34''E$ 66.44 feet thence $N8^{\circ}54'44''E$ 65.03 feet, thence $N7^{\circ}51'13''W$ 71.78 feet, thence $N0^{\circ}25'06''E$ 118.00 feet to the Northwest Corner of Danbury Lane Condominiums, Phase 6, thence $S89^{\circ}34'54''E$ 120.95 feet, thence $N0^{\circ}08'06''W$ 14.63 feet to a Northerly Corner of Danbury Lane Condominiums Phase 5, thence $N89^{\circ}25'22''E$ 126.18 feet, thence $S89^{\circ}34'54''E$ 33.81 feet to the Northeast of Danbury Lane Condominium Complex, thence $S0^{\circ}08'06''E$ 104.84 feet, thence, $N89^{\circ}58'05''E$ 18.99 feet, thence $S0^{\circ}12'30''E$ 153.14 feet, thence $N89^{\circ}34'54''W$ 29.20 feet, thence $S0^{\circ}08'06''E$ 117.00 feet, thence $N89^{\circ}46'54''E$ 180.00 feet to point of beginning, containing 3.9964 acres.

Beginning at the Southeast Corner of Lot 11, Holmes Park Subdivision, a subdivision of part of Block 8, North Millcreek Plat, Bountiful Townsite Survey, Bountiful, Utah which point is N89°34'54"W 432.98 feet and S0°13'06"E 781.16 feet from the Northeast corner of Lot 3, Block 8, North Millcreek; and running thence N 0°13'06"W 130.11 feet along the East boundary of said subdivision to the South boundary of Danbury Lane Condominiums Phase 4, thence N89°46'54"E 90.00 feet, thence S0°13'06"E 11.96 feet to the Southwest corner of Danbury Lane Condominium Phase 1, thence N89°46'54"E 116.00 feet to the Southwest corner of Danbury Lane Condominiums Phase 2, thence S83°24'25"E 44.24 feet, thence S1°06'W 121.75 feet, thence N88°10'24"W 247.29 feet to the point of beginning, containing 0.7216 acres.

EXHIBIT "C"
 (Phases 1, 2, 3, 4, 5, 6, 7, 8 and 9)
 DANBURY LANE, A CONDOMINIUM PROJECT

ET 911847 BK 1387 PG 403

<u>Unit #</u>	<u>Type of Unit</u>	<u>Square Foot- age of Unit</u>	<u>Appurtenant % of Ownership in Common Areas and Facilities</u>
<u>Bldg. #1</u>			
101	C	1,085	2.0878
102	B	1,387	2.6676
103	B	1,387	2.6676
104	C	1,085	2.0868
<u>Bldg. #2</u>			
201	C	1,085	2.0868
202	B	1,387	2.6676
203	B	1,387	2.6676
204	C	1,085	2.0868
<u>Bldg. #3</u>			
301	C	1,085	2.0868
302	B	1,387	2.6676
303	B	1,387	2.6676
304	C	1,085	2.0868
<u>Bldg. #4</u>			
401	C	1,085	2.0868
402	A	1,051	2.0214
403	B	1,387	2.6676
404	C	1,085	2.0868
<u>Bldg. #5</u>			
501	C	1,085	2.0868
502	C	1,085	2.0868
<u>Bldg. #6</u>			
601	C	1,085	2.0868
602	B	1,387	2.6676
603	B	1,387	2.6676
604	B	1,387	2.6676
605	C	1,085	2.0868
<u>Bldg. #7</u>			

701	C	1,085	2.0868
702	C	1,085	2.0868

EX 911847 BK 1387 PG 404

EXHIBIT "C"
 (Phases 1, 2, 3, 4, 5, 6, 7, 8 and 9)
 DANBURY LANE, A CONDOMINIUM PROJECT
 (Continued)

<u>Unit #</u>	<u>Type of Unit</u>	<u>Square Footage of Unit</u>	<u>Appurtenant % of Ownership in Common Areas and Facilities</u>
<u>Bldg. #8</u>			
801	E	1,228	2,3618
802	E	1,228	2,3618
<u>Bldg. #9</u>			
901	D	1,208	2.3234
902	D	1,208	2.3234
<u>Bldg. #10</u>			
1001	C	1,151	2.2137
1002	C	1,151	2.2137
<u>Bldg. #11</u>			
1101	A	1,069	2.0560
1102	B	1,401	2.6945
1103	C	1,151	2.2137
<u>Bldg. #12</u>			
1201	C	1,151	2.2137
1202	C	1,151	2.2137
<u>Bldg. #13</u>			
1301	B	1,401	2.6945
1302	B'	1,435	2.7599
<u>Bldg. #14</u>			
1401	F'	1,574	3.0273
1402	F	1,540	2.9619
<u>Bldg. #15</u>			

1501
1502

B'
B

1,435
1,401
51,994

2.7599
2.6945
100.0000

E: 911847 BK 1387 PG 405