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Ryan B. Braithwaite, Esq.
BENNETT TUELLER JOHNSON & DEERE
3865 S. Wasatch Blvd., Suite 300
Salt Lake City, Utah 84109

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BENNETT TUELLER JOHNSON DEERE
3865 S WASATCH BLVD STE. 300
SLC UT 84109
BY: SBM, DEPUTY - WI 7 P.

**SECOND AMENDMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
CHATEAU FORET PHASE II CONDOMINIUM DEVELOPMENT**

This SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHATEAU FORET PHASE II CONDOMINIUM DEVELOPMENT, hereinafter referred to as the "Amendment," is made this 20th day of July, 2004, by the association of Unit Owners known as the Chateau Foret Phase II Homeowners' Association, Inc., hereinafter referred to as the "Association."

RECITALS

WHEREAS, the First Amendment of Declaration of Covenants, Conditions and Restrictions of Chateau Foret Phase II Condominium Development, hereinafter referred to as the "Declaration," was recorded on June 24, 2003 in the office of the Salt Lake County Recorder, in Salt Lake County, Utah, as Entry No. 8702352 in Book 8824 at Pages 4999-5051;

WHEREAS, the legal description of the Chateau Foret Phase II Condominium in Salt Lake County, Utah is set forth in the attached Exhibit "A";

WHEREAS, the Declaration is amended pursuant to Section 17.03 of the Declaration and by the affirmative vote of at least sixty-seven percent (67%) of the votes allocated to all Units;

NOW, THEREFORE, the Association hereby makes the following Amendment:

Amendment to Section 6.01

Section 6.01 of the Declaration is amended by removing the existing provision and inserting the following provision:

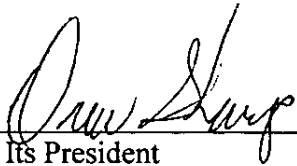
7/14/04

6.01 Number and Election of Directors.

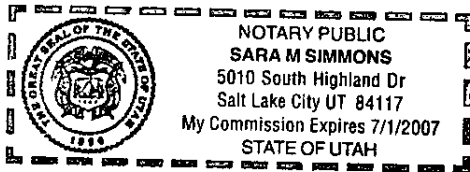
The Management Committee shall consist of five (5) Directors. Subject to the terms and conditions of Sections 6.03 and 6.04 below, at the first election of the Management Committee, two Directors shall be elected for a term of two years and three Directors shall be elected for a term of three years. Thereafter, all Directors shall be elected to the Management Committee for a term of three years. The Owners shall elect the Directors at the annual meetings.

IN WITNESS WHEREOF, the undersigned, representing the Association's Board of Directors, does hereby acknowledge this Amendment and certifies that this Amendment has been approved by the affirmative vote of the Association in accordance with Section 10 of the Bylaws, and the undersigned does hereby execute this Amendment the date and year first written above.

CHATEAU FORET PHASE II HOMEOWNERS' ASSOCIATION, INC.

By: 
Its President

The foregoing instrument was duly acknowledged before me this 20th day of July, 2004 by Drew Sharp, the President of the Chateau Foret Phase II Homeowners' Association, Inc.





Notary Public

EXHIBIT "A"
TO
SECOND AMENDMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
CHATEAU FORET PHASE II CONDOMINIUM DEVELOPMENT

(Legal Description of Land)

“Beginning at a point which is North 789.36 feet and East 392.70 feet and N 3 degrees 00' E 356.70 feet and N 80 degrees 00' E 292.31 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, AND RUNNING THENCE N 70 degrees 00' E 60.94 feet; thence N 3 degrees 42'15" W 146.86 feet; thence N 88 degrees 22'19" E 76.65 feet; thence S 89 degrees 03'47" E 9.30 feet; thence N 87 degrees 16'E 146.99 feet to the centerline of Highland Circle; thence S 1 degree 00'20" W along said centerline 46.49 feet; thence S 24 degrees 29'30" E along said centerline 217.49 feet; thence S 87 degrees 16' W along a fence line 265.14 feet; thence S 83 degrees 11' W along a fence line 28.25 feet; thence S 88 degrees 21" W along a fence line 63.07 feet; thence N 3 degrees 27' W along a fence line 46.32 feet; thence N 15 degrees 44' W along a fence line 41.09 feet to the point of beginning.

AND ALSO Beginning at a point which is North 789.36 feet and East 392.70 feet and N 3 degrees 00' E 541.07 feet and N 88 degrees 08' E 226.33 feet and N 1 degree 52' W 3.33 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 88 degrees 08" E along the Chateau Foret Condominiums property line 77.04 feet; thence N 1 degree 52' W along said property line 19.60 feet; thence S 88 degrees 11'37" W along said property line 77.04 feet; thence S 1 degree 52' E 19.68 feet to the point of beginning.

INCLUDING an easement in perpetuity as herein described for ingress of the owners, their agents, employees, visitors and business invitees to the Property and the Units. The legal description of the aforesaid easement is as follows:

“Beginning at a point which is North 789.36 feet and East 392.70 feet and N 3 degrees 00' E 541.07 feet and N 88 degrees 08' E 226.33 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 1 degree 52' W 3.33 feet; thence N 88 degrees 08' E 77.04 feet; thence N 1 degree 52' W 62.38 feet; thence N 88 degrees 00' E 258.55 feet to the centerline of Highland Circle; thence S 1 degree 00'20" W along said centerline 25.03 feet; thence S 88 degrees 00' W 234.29 feet; thence S 3 degrees 42'15" E 164.24 feet; thence S 70 degrees 00' W 29.75 feet; thence N 1 degree 52' W 110.98 feet; thence S 88 degrees 08' W 77.04 feet; thence N 1 degree 52' W 21.67 feet to the point of beginning.”

INCLUDING the right of access to and use of the swimming pool located at the Chateau Foret Condominium Property, subject to the conditions as set forth in this Declaration.

SUBJECT o a grant of easement of the owners of each unit in the Chateau Foret Condominium Development, their heirs, successors or assigns in perpetuity for the ingress and egress of their owners, their tenants, agents, visitors, or business invitees to the owners' unit and in the common areas. This easement is described as follows:

“Beginning at a point on the East boundary of grantors property on the centerline of Highland Circle, said point being North 1,177.88 feet and East 1,046.54 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, AND RUNNING thence S 65 degrees 20' W 115.34 feet; thence S 87 degrees 42' W 209.33 feet; thence N 3 degrees 20' W 85.55 feet to the northerly line of grantors property; thence N 70 degrees 00' E along said northerly line 26.10 feet; thence S 3 degrees 20' E 68.48 feet; thence N 87 degrees 42' E 179.53 feet; thence N 65 degrees 20' E 110.47 feet to the centerline of said Highland Circle; thence S 24 degrees 29'30" E along said centerline 25.00 feet to the point of beginning.” The aforesaid easement shall run with the land.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Units included within the above-described tract.

RESERVING UNDER DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (In a manner which is reasonable and not inconsistent with the provisions of this Declaration) to improve the Commons Areas; with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract 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 effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

AND

“Beginning at a point which is North 789.36 feet and East 392.70 feet and N 3 degrees 00'E 356.70 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and meridian, and running thence N 3 degrees 00' E 184.37 feet; thence N 88 degrees 08' E 226.33 feet; thence N 1 degrees 52' W 3.33 feet; thence N 88 degrees 08' E 77.04 feet; thence N 1 degree 52' W 19.60 feet; thence S 88 degrees 11'37" W 266.58 feet; thence N 2 degrees 56' E 103.55 feet; thence N 87degrees 00'00" W 34.57 feet; thence N e degrees 00'00" E 170.58 feet to the centerline of Big Cottonwood Creek; thence along said centerline of said creek as follows: S 76 degrees 00' E 153.00 feet more or less, S 56 degrees 30' E 77.00 feet more or less, N 70 degrees 10'E 311.00 feet mor or less, and N 84 degrees 30' E 117.06 feet to the centerline of Highland Circle Road; thence S 74 degrees 45' W 86.80 feet along the center of Big Cottonwood Creek to a point of a 45.00 foot radius curve to the right, bearing to center 14 S 45 degrees 29'11" W, and running southerly along the arc of said curve 57.71 feet; thence S 81 degrees 02'15" E 32.77 feet to the centerline of the existing Highland Circle; thence S 27 degrees 26'20" W 61.515 feet to a point which is S 27 degrees 26'20" W 518.33 feet from a Salt Lake County surveyors monument at the centerline of the intersection of the Murray-Holladay Road and Highland Drive; thence S 1 degrees 00'20" W 147.51 feet along the centerline of said Highland Circle; thence S 87 degrees 16' W 146.99 feet; thence N 89 degrees 03'47" W 9.30 feet; thence S 88 degrees 22'19" W 76.65 feet; thence S 2 degrees 42'15" E 146.86 feet; thence S 70 degrees 00'W 60.94 feet; thence S 80 degrees 00' W 292.31 feet to the point of beginning.” (Contains 4.280 acres)

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Units included within the above-described tract.

SUBJECT TO a grant of easement to Chateau Foret L.C., its successors as assigns in perpetuity for ingress and egress of its tenants, agents, employees, visitors of tenants and business invitees to certain apartments and appurtenant buildings located adjacent to the subdivision and property which is the subject of this Declaration. The legal description of the aforesaid easement is as follows:

“Beginning at a point which is North 789.36 Feet and East 392.70 feet and N 3 degrees 00' E 541.07 feet and N 88 degrees 08' E 226.33 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2, Range 1 East, Salt Lake Base and Meridian, and running thence N 1 degree 52' W 3.33 feet; thence N 88 degrees 08' E 77.04 feet; thence N 1 degree 52'W 62.38 feet; thence N 88 degrees 00' E 258.55 feet to the centerline of Highland Circle; thence S 1 degree 00'20" W along said centerline 25.03 feet; thence S 88 degrees 00' W 234.29 feet; thence S 3 degrees 12'15" E 164.24 feet; thence S 70 degrees 00' W 29.75 feet; thence N 1 degree 52' W 110.98 feet; thence S 88 degrees 08'W 77.04 feet; thence N 1 degree 12' W 21.67 feet to the point of beginning.”

RESERVING UNTO DECLARANT, however such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (In a manner which is reasonable and not inconsistent with the provisions of the Declaration) to improve the Common Areas; with such facilities, including but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract 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 effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All the liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

Including the following parcels:

Parcel #22-09-210-001-0000	Parcel #22-09-210-023-0000
Parcel #22-09-210-002-0000	Parcel #22-09-210-024-0000
Parcel #22-09-210-003-0000	Parcel #22-09-210-025-0000
Parcel #22-09-210-004-0000	Parcel #22-09-210-026-0000
Parcel #22-09-210-005-0000	Parcel #22-09-210-027-0000
Parcel #22-09-210-006-0000	Parcel #22-09-210-028-0000
Parcel #22-09-210-007-0000	Parcel #22-09-210-029-0000
Parcel #22-09-210-008-0000	Parcel #22-09-210-030-0000
Parcel #22-09-210-009-0000	Parcel #22-09-210-031-0000
Parcel #22-09-210-010-0000	Parcel #22-09-210-032-0000
Parcel #22-09-210-011-0000	Parcel #22-09-210-033-0000
Parcel #22-09-210-012-0000	Parcel #22-09-210-034-0000
Parcel #22-09-210-013-0000	Parcel #22-09-210-035-0000
Parcel #22-09-210-014-0000	Parcel #22-09-210-036-0000
Parcel #22-09-210-015-0000	Parcel #22-09-210-037-0000
Parcel #22-09-210-016-0000	Parcel #22-09-210-038-0000
Parcel #22-09-210-017-0000	Parcel #22-09-210-039-0000
Parcel #22-09-210-018-0000	Parcel #22-09-210-040-0000
Parcel #22-09-210-019-0000	Parcel #22-09-210-041-0000
Parcel #22-09-210-020-0000	Parcel #22-09-210-042-0000
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