

9212931

Return to:
Keith W. Meade
P.O. Box 11008
Salt Lake City, UT 84147-0008

**NOTICE OF AMENDMENT
TO DECLARATION**

9212931
11/01/2004 03:02 PM \$49.00
Book - 9055 Pg - 8746-8760
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KEITH W MEADE
PO BOX 11008
SLC UT 84147-0008
BY: SBM, DEPUTY - WI 15 P.

NOTICE IS HEREBY GIVEN that the Declaration of Condominium of the Russell Street Condominiums, previously recorded as Entry No. 6119895 at Book 7186, page 5803, and as previously amended at Entry No. 6701212 on July 29, 1997, at Book 7720, page 2211, was further amended on October 29, 2002 pursuant to a written Amendment to Declaration of Condominium of Russell Street Condominiums duly approved and signed by the unit owners, a true and correct copy of which is attached hereto as Exhibit "A".

In addition, at the same time, Condominium Rules for the Russell Street Condominiums were duly adopted by the Management Committee pursuant to paragraph 23 of the Declaration. A true and correct copy of these Condominium Rules are attached hereto as Exhibit "B".

This notice affects the following described property located in Salt Lake County, State of Utah:

Beginning at a point which is South 1471.80 feet and West 527.75 feet and South 65°43'30" West 776.86 feet and North 23°55'30" West 30.00 feet from the East 1/4 Corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence North 23°55'30" West 300.110 feet, thence South 64°39'47" West 163.916 feet, thence South 35°21'30" East 293.491 feet, thence 21.168 feet on the arc of a curve to the left having a radius of 15.00 feet and a central angle of 80°51'15", chord bears South 74°47'07" East, 19.454 feet, thence North 63°47'15" 90.422 feet, thence to the point of beginning.

DATED this 29th day of October, 2004.

RUSSELL STREET CONDOMINIUM
HOMEOWNERS ASSOCIATION, a
Utah non-profit corporation

By: 
Stanley Mortensen
Its: President

EXHIBIT A

AMENDMENT TO DECLARATION OF CONDOMINIUM OF RUSSELL STREET CONDOMINIUMS

THIS AMENDMENT is made to the Declaration of Condominium of the Russell Street Condominiums, recorded as Entry No. 6119895 at Book 7186 at Pages 05803 through 0626. The Declaration has been previously amended at Entry No. 6701212, recorded on July 29, 1997 at Book 7720 at Pages 2211 and 2212. The property is located in Salt Lake County, State of Utah, and is more particularly described below:

Beginning at a point which is South 1471.80 feet and West 527.75 feet and South 65°43'30" West 776.86 feet and North 23°55'30" West 30.00 feet from the East 1/4 Corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence North 23°55'30" West 300.110 feet, thence South 64°39'47" West 163.916 feet, thence South 35°21'30" East 293.491 feet, thence 21.168 feet on the arc of a curve to the left having a radius of 15.00 feet and a central angle of 80°51'15", chord bears South 74°47'07" East, 19.454 feet, thence North 63°47'15" 90.422 feet, thence to the point of beginning.

Except as expressly set forth herein, the Declaration and the 1997 Amendment shall remain in full force and effect.

AMENDMENTS TO DECLARATION

The undersigned, being 75% of the Unit Owners of the Units in the Russell Street Condominiums do hereby approve and adopt the foregoing Amendments to the Declaration:

Section 7.b.(1) The following language shall be added to this provision:

No Unit Owner may lease or sublet his Unit to any non-owner during the first year that they own the Unit. Thereafter, in the event that any Unit Owner leases, rents, or sublets their Unit(s) to non-owners, all such leases or rental agreements shall be submitted to the Management Committee for approval before occupancy occurs. If the Management Committee does not respond to the submitted lease in writing within five business days after it is received by the

Committee, the agreement shall be deemed to have been approved, provided however, that no lease shall be approved or be deemed to have been approved unless it has an initial term of not less than six (6) months and does not allow occupancy by more than two adults, plus their dependents. The Management Committee shall not approve any lease that results in less than three-fourths of the Units within the condominium being owner occupied.

Any conflicting language in Section 9.6 is deleted.

Section 7.b.(4) The following language shall be added to this provision:

No business, professional, commercial or trade venture or activity shall be conducted in any of the Units. An office incident to a Unit Owner's business may be maintained within the Unit only so long as the activities conducted in the Unit do not result in customer or client traffic to the Unit or otherwise become a nuisance to the other Units, and that the location of the office is not advertized or circulated to the public.

Section 7.b.(8) The following section shall be added to the Declaration:

No Owner or occupant of a Unit shall erect or cause to be erected any tent, shack, shed, carport, barn, or other outbuilding or structure of a temporary or permanent character on the Common Areas and Facilities or facilities or areas which are assigned to or a part of a particular Unit, or to any other property within the Condominium Project. No mobile structures shall be placed or kept on any property within the Condominium Project. Except as otherwise set forth herein, no buses, semi-trailers, tractors, machinery, trucks larger than a 3/4 ton pickup, boats, trailers, or recreational vehicles of any type shall be kept, parked, placed, maintained, constructed, or repaired on or in any portion of the Condominium Project, including the Common Areas and Facilities. Motor homes, recreational house trailers, 5th wheels, horse trailers, campers, boats, boat trailers, and trailers of every type and recreational vehicles of all types may be kept within a closed garage only so long as they are not visible to other Units or Common Areas and Facilities within the Condominium Project, and they shall never be used for temporary or permanent occupancy or living.

Section 7.b.(9) The following language shall be added to the Declaration:

No clothes lines may be constructed, placed, erected or used in such a way that it is visible from outside of the confines of an individual Unit. No reflective material, such as foil, may be used on or in windows which are visible to the outside of any Unit. Storm doors on front doors of Units shall be of a uniform type as approved by the Management Committee. No window, roof, or wall mounted air conditioner, swamp cooler, water purifier or water softener may be used, placed or maintained on or in any condominium Unit if it is visible from any Common Areas and Facilities or other Units.

Section 7.b.(10) The following language shall be added to the Declaration:

No animals, livestock, poultry, or birds of any type may be raised, bred, or kept on the Condominium Project, except that cats, dogs and other common household pets that weigh less than ten pounds may be kept, so long as they are not kept, bred or maintained for commercial purposes, and provided they are maintained as principally indoor pets. The weight limit on pets shall not apply to pets in the Project at the time these amendments are approved, but shall apply to all pets that come into the project after approval of these amendments. No more than two such animals in the aggregate shall be kept in any Unit at any time, and no animals shall be permitted to be outside of a Unit within the Project unless it is on a leash. The owner of any such permitted animals shall be responsible for the prompt and proper disposition of animal waste and shall be responsible to maintain the areas occupied or used by the pet, including the Unit, in a clean, odor free and sanitary condition.

No garages may be converted to any other use, including use as living areas or repair shops.

Section 9.g The following language is added to the Declaration:

Each Unit Owner shall be responsible to the Association for the conduct of his invitees, tenants or lessees. In addition, in the event it becomes necessary for the Association to engage an attorney to enforce any of the Rules or Covenants of the Association, the Association shall be entitled to recover its attorney's fees and costs reasonably incurred in obtaining the compliance or determining the breach of the Unit Owner, his invitees, tenants or lessees.

DATED this 29th day of October, 2002.

E. Edwin Rasmussen, Blanche Rasmussen Owners of Unit 4615

Arnold S. Leuchter Owners of Unit 4611

~~Mark~~ Carl Mortensen Owners of Unit 4625

Shirley A Owners of Unit 4603

Nancy C. Stallings Owners of Unit 4617

Donald A. O'Byrne Owners of Unit 4621

____ Owners of Unit _____

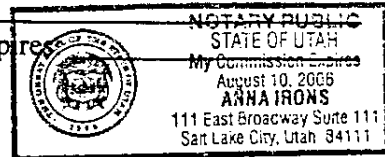
____ Owners of Unit _____

STATE OF Utah)
: ss.
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN to before me this 29th day of October, 2002, by Arnold P. Sanchez and _____, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit _____ on this date.

Anna Irons

Notary Public
Residing at: _____
My Commission Expires _____

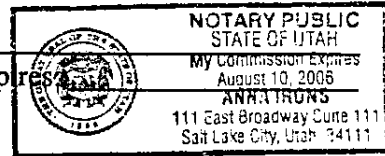


STATE OF Utah)
: ss.
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN to before me this 29th day of October, 2002, by Elden Rasmussen and Blanche Rasmussen, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit _____ on this date.

Anna Irons

Notary Public
Residing at: _____
My Commission Expires _____

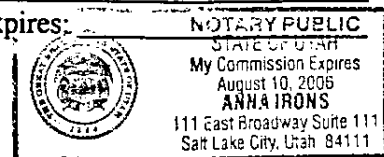


STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN to before me this 29th day of October, 2002, by Elizabeth O'Bryant and _____, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit _____ on this date.

Anna Irons

Notary Public
Residing at: _____
My Commission Expires _____



STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN to before me this 29th day of October, 2002, by Nancy C Stallings and _____, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit 4617 on this date.

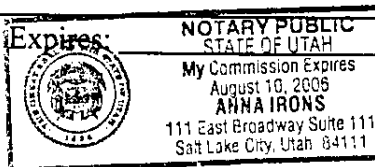
Anna Irons

Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)



SUBSCRIBED AND SWORN to before me this 29 day of October, 2002, by Sheryl Dickert and _____, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit 4603 on this date.

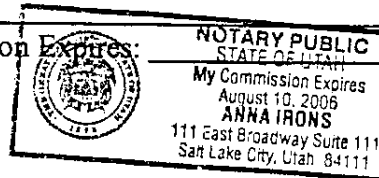
Anna Irons

Notary Public

Residing at: _____

My Commission Expires: _____

STATE OF _____)
 : ss.
COUNTY OF _____)



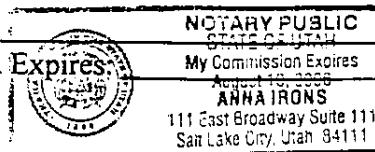
SUBSCRIBED AND SWORN to before me this 29 day of OCTOBER, 2002, by STANLEY MORTENSEN and CALLA MORTENSEN, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit 4025 on this date.

Anna Irons

Notary Public

Residing at: _____

My Commission Expires: _____



DATED this 3rd day of November, 2002.

Shannon S. Engmann

Owners of Unit 4609

Anna Lisa

Owners of Unit 4607

Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

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

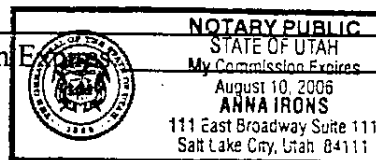
SUBSCRIBED AND SWORN to before me this 3rd day of November, 2002, by
~~Christina S. Engeman~~ and _____,
the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were
all of the Owners of Unit 4609 on this date.

Anna Dean

Notary Public

Residing at: _____

My Commission Expires: _____



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

SUBSCRIBED AND SWORN to before me this 5th day of November, 2002, by
Anna Dean and _____,
the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were
all of the Owners of Unit 4607 on this date.

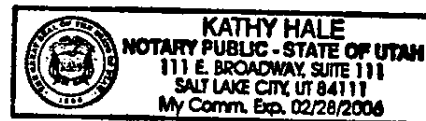
Kathy Hale

Notary Public

Residing at: Salt Lake, UT

My Commission Expires: 2/28/06

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)



SUBSCRIBED AND SWORN to before me this _____ day of _____, 2002, by
_____ and _____,
the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were
all of the Owners of Unit _____ on this date.

Notary Public

Residing at: _____

My Commission Expires: _____

DATED this 15 day of November, 2002.

Michael E. Brown _____

Owners of Unit 463

Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

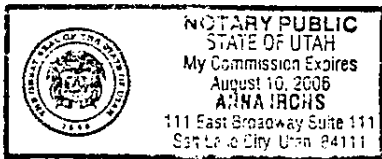
Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

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

SUBSCRIBED AND SWORN to before me this 15 day of November, 2002, by
Michelle E. Brown and _____
the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were
all of the Owners of Unit 4613 on this date.



Anna Irchs
Notary Public
Residing at: Salt Lake County
My Commission Expires: 8-10-2006

STATE OF _____)
 : ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2002, by
_____ and _____
the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were
all of the Owners of Unit _____ on this date.

Notary Public
Residing at: _____
My Commission Expires: _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2002, by
_____ and _____
the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were
all of the Owners of Unit _____ on this date.

Notary Public
Residing at: _____
My Commission Expires: _____

DATED this 12 day of November 2002.

Marie Caprese

Owners of Unit 4619

Jason Stinnett Janie Stinnett

Owners of Unit 4605

Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

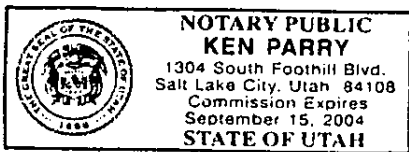
Owners of Unit _____

Owners of Unit _____

Owners of Unit _____

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

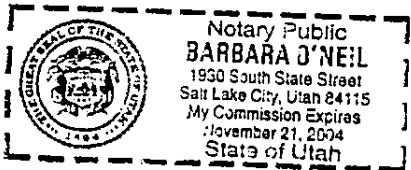
SUBSCRIBED AND SWORN to before me this 12th day of November, 2002, by Marie Carnesecca and _____, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit 4619 on this date.



Ken Parry
Notary Public
Residing at: SLC
My Commission Expires: 9/15/04

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

SUBSCRIBED AND SWORN to before me this 6 day of January, 2003, by Jason Stinnett and Jackie Stinnett, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit 4605 on this date.



Barbara O'Neil
Notary Public
Residing at: O.C. Tanner / Salt Lake
My Commission Expires: 11-21-04

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2002, by _____ and _____, the signers of the foregoing instrument, who duly acknowledged to me that (he) (she) (they) were all of the Owners of Unit _____ on this date.

Notary Public
Residing at: _____
My Commission Expires: _____

EXHIBIT B

CONDOMINIUM RULES FOR

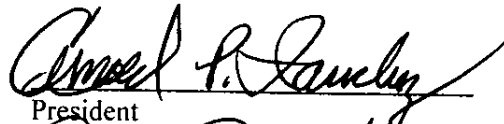
RUSSELL STREET CONDOMINIUMS

The Management Committee, pursuant to paragraph 23 of the Declaration of Condominium of Russell Street Condominiums, in addition to Rules previously adopted and approved, adopt the following additional Rules:

1. All trash, garbage and other waste must be stored in animal-proof sanitary containers and kept clean and off the streets and other common areas of the Condominium Project, except on appropriate trash pick up days.
2. No Unit Owner, including their tenants and lessees, may make continuing or permanent use of more than two outside parking spaces for each Unit, in addition to the designated garage. In no event may anyone park in driveways or in front of any of the garages at any time. Parking is permitted in designated spaces only. The Management Committee is authorized to have any improperly parked vehicles towed at the owner's expense.
3. No firearms, fireworks, or other explosives may be kept or maintained on any Unit, other than firearms customary for the protection of an Owner's family and property or firearms routinely used for sporting or recreational purposes. No explosives, fireworks, or firearms of any type may be discharged within the Unit or any common areas and facilities. No hunting of any type with any type of weapon is permitted within any Unit or any Common Areas and Facilities.
4. At the present time, the Management Committee approves storm doors on the exterior door of any Unit so long as they have a full-size screen/storm door with no decorative metal or scroll work.
5. No fuel tanks or structures of any type may be maintained or constructed on the Condominium Project or within any Unit. Fuel for personal use, such as backyard grills and camping stoves, may be maintained in appropriate containers designed for personal use.

DATED this 29th day of October, 2002.

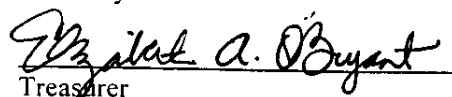
MANAGEMENT COMMITTEE:



President



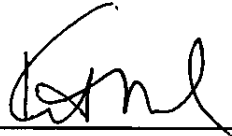
Secretary



Treasurer

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 29 day of October , 2004, personally appeared before me Stanley Mortensen, who being by me duly sworn did say that he is the President, of RUSSELL STREET CONDOMINIUM HOMEOWNERS ASSOCIATION, a Utah non-profit corporation and that the within and the forgoing instrument was signed on behalf of said corporation by its authority and said Stanley Mortensen duly acknowledged to me that said corporation executed the same.



Notary Public
Residing at: _____
My Commission Expires: _____



F:\LAWAYNE\KEITH\russell street amendment.wpd