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WHEN RECORDED, PLEASE MAIL TO:

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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
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BY: ZJM, DEPUTY - WI 10 P.

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**THIRD AMENDMENT  
TO  
DECLARATION CONTAINING COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR COTTONWOOD HILLS CONDOMINIUMS,  
A CONDOMINIUM PROJECT**

THIS THIRD AMENDMENT (this "Amendment") is executed this 3<sup>rd</sup> day of April, 2003, by the Management Committee for the Cottonwood Hills Condominiums. Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

**RECITALS**

A. Whereas Declarant executed and caused to be recorded that certain Declaration Containing Covenants, Conditions and Restrictions for Cottonwood Hills Condominiums, a Condominium Project (the "Original Declaration") to be recorded November 30, 1979 in the office of the Salt Lake County Recorder at Entry No. 3371141 in Book 4996 at Page 247;

B. Whereas the Original Declaration has been heretofore been amended as set forth in the following (collectively, the "Prior Amendments"): (i) that certain Amendment to Declaration for Cottonwood Hills Condominiums recorded October 27, 1980 in the office of the Salt Lake County Recorder as Entry No. 3494563; and (ii) that certain Amendment to Declaration for Cottonwood Hills Condominiums recorded on December 7, 1988 in the office of the Salt Lake County Recorder as Entry No. 4711366 (the Original Declaration and the Prior Amendments are referred to herein collectively as the "Declaration"); and

C. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A hereto to the provisions of the Act;

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D. Whereas Section 14 of the Declaration provides that the Declaration may be amended upon the "approval and consent of unit owners representing the ownership of not less than seventy-five (75%) percent of the total number of units which consent shall be by duly executed and recorded instruments"; and

E. Whereas pursuant to a duly called meeting of the unit owners, the approval and consent of unit owners representing the ownership of not less than seventy-five (75%) percent of the total number of units desires to amend the Declaration as stated herein, all as more specifically set forth on the Secretary's Certificate attached hereto as Exhibit B.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the Declaration is amended as follows:

***I. Paragraph 7 of the Declaration is hereby amended such that the fifth (5<sup>th</sup>) sentence of Paragraph 7 (i.e. "All parking spaces . . . described in Paragraph 19") is deleted in its entirety. Paragraph 7 of the Declaration is hereby further amended by the addition of the following sentences at the end thereof:***

For purposes of clarification, the common areas and elements shall include the buildings and other improvements, including, without limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, utility systems, mechanical systems, sprinkler systems, exhaust, heating and ventilation systems, storage areas, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, chimneys, drainage facilities, yards, gardens, parking areas, patios, balconies, decks, porches, courtyards, stoops, exits and entrances, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use, and all other parts of the real property subject to the Declaration the buildings necessary or convenient to the existence, maintenance, and safety of the condominium project, or normally in use by two or more Units, except for those improvements that are designated by the Act, by this Declaration or by the Map as units or limited common areas or elements. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other structural component, any portion of a mechanical system, or any fixture lies partially within and partially outside of the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements or areas is a part of the common elements. Nonstructural walls located wholly within a unit are a part of the units in which they are located. The walls, floors, or ceilings are designated as boundaries of a unit, and all paneling, tiles, wallpaper, painting, finished flooring, and any other materials constituting any portion of the finished surfaces thereof are part of the Unit, and all other portions of the walls, floors, and ceilings are part of the common elements.

***II. Paragrah 13 of the Declaration is hereby deleted in its entirety and amended and restated in its entirety as follows:***

**13. Management Committee.** All agreements and determinations respecting the condominium project lawfully made and/or entered into by the management committee shall be binding upon all of the unit owners and upon their successors and assigns. The management committee is

hereby authorized to enter into one or more agreements granting appropriate covenants, easements and rights for ingress and egress to the Cottonwood Hills West Condominiums unit owners and residents and to provide appropriate use and management services to Cottonwood Hills West Condominiums as mutually agreed by the respective management committees or boards of directors, as the case may be, with appropriate compensation to Cottonwood Hills Condominium as the governing boards and/or committees shall agree. The management committee is hereby authorized to appropriately complete whatever action may be necessary to make good the transfer of title of the underlying land, which was agreed to be transferred from Cottonwood Hills Condominiums to Cottonwood Hills West Condominiums, which land was acquired separately under settlement agreement with Cottonwood Ridge Associates.

**III. Paragraph 19 of the Declaration is hereby deleted in its entirety and amended and restated in its entirety as follows:**

19. **Parking.** The management committee shall assign carports and parking spaces to unit owners, which assignments can only be changed from time to time based on extenuating circumstances such as, to insure that the appropriate number of covered parking stalls are made available to residents as provided herein or to accommodate handicapped or elderly persons or as may otherwise be agreed with the respective unit owners. Each lower unit owner shall be entitled to a minimum of one covered carport parking space and each upper unit owner shall be entitled to a minimum of two covered carport parking spaces. Any unit owner desiring an additional covered parking space may pay to the management committee an amount equal to the cost of constructing a single carport, if such space is available. Thereafter, upon completion of construction of the additional carport over a parking space, the unit owner and his subsequent successors in interest shall be entitled to be assigned an additional covered parking space by the management committee. Any construction of additional covered carports over parking spaces shall be first approved by the management committee and shall conform to the layout and design of the overall condominium project. The management committee shall also reserve such uncovered parking spaces as it determines necessary to adequately provide for guest parking.

IV. To the extent that the modifications to the Declaration reflected in this Amendment are contrary to the Map, the Map shall be deemed and is hereby amended so as to be consistent with terms of the Declaration, as amended hereby.

V. To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Declaration unless a contrary intent is clearly implicated.

ENTERED INTO AND AGREED TO on the first date set forth above.

COTTONWOOD HILLS CONDOMINIUMS, a Utah  
Condominium Project

By: Cottonwood Hills Management Committee,  
its managing body

By: Camron Harry  
Chairperson CAMRON HARRY

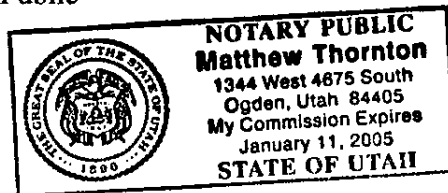
STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On this 3-9 day of April, 2003, before me personally appeared Kerry Montgomery, who acknowledged herself to be the Chair of the Cottonwood Hills Condominiums Management Committee, the managing body of Cottonwood Hills Condominiums, and being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing the name of the Management Committee, by himself as such officer.

[NOTARY SEAL]

Matthew Thornton

Notary Public



**EXHIBIT A**  
to  
**Third Amendment to Declaration  
Of Condominium  
for Cottonwood Hills Condominiums  
(Legal Description of the Land)**

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Land known as Cottonwood Hills Condominiums, Phase I:  
Beginning at a point which is North 449.14 feet and West 51.84 feet from the east quarter corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian (the basis of bearing for this survey and description being the section line, northerly, from said quarter section corner, which is assumed to have a bearing of  $N0^{\circ}08'55''E$ ):

thence,  $N44^{\circ}51'05''W$ , 22.63 feet which is the long chord of the curve, concave to the southwest, (the curve being the boundary--not the long chord--with an arc length of 25.13 feet, more or less) through a central angle of  $90^{\circ}00'00''$  with radius of 16.00;

thence  $N89^{\circ}51'05''W$ , 41.00 feet;

thence  $S76^{\circ}54'02''W$ , 66.46 feet which is the long chord of a curve, concave southerly, (the curve being the boundary--not the long chord--with an arc length of 67.05 feet, more or less) through a central angle of  $26^{\circ}29'45''$ , with radius of 145.00;

thence  $S70^{\circ}18'42''W$ , 86.85 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord with an arc length of 87.05 feet, more or less) through a central angle of  $13^{\circ}19'04''$ , with a radius of 374.50;

thence  $S38^{\circ}29'07''W$ , 12.45 feet which is the long chord of a curve, concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 13.43 feet, more or less) through a central angle of  $76^{\circ}58'14''$ , with a radius of 10.00;

thence  $N79^{\circ}55'40''W$ , 25.39 feet;

thence  $N48^{\circ}12'46''W$ , 14.91 feet which is the long chord of a curve, concave to the southwest, (the curve being the boundary--not the long chord--with an arc length of 16.83 feet, more or less) through a central angle of  $96^{\circ}25'32''$ , with a radius of 10.00;

thence  $N84^{\circ}42'00''W$ , 147.34 feet which is the long chord of a curve, concave northerly, (the curve being the boundary--not the long chord--with an arc length of 148.37 feet, more or less) through a central angle of  $23^{\circ}27'04''$ , with a radius of 362.50;

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**EXHIBIT A**  
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for Cottonwood Hills Condominiums  
(Legal Description of the Land)**

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thence S53°31'06"W, 188.92 feet which is the long chord of a curve, concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 219.46 feet, more or less) through a central angle of 107°00'54", with a radius of 117.50;

thence S23°37'17"W, 94.12 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 96.84 feet, more or less) through a central angle of 47°13'17", with a radius of 117.50;

thence S74°33'09"W, 162.93 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 169.27 feet, more or less) through a central angle of 54°38'26" with radius of 177.50;

thence N19°45'25"W, 225.64 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 269.97 feet, more or less) through a central angle of 116°44'25", with radius of 132.50;

thence N1°50'41"W, 12.98 feet which is the long chord of a curve, concave westerly, (the curve being the boundary--not the long chord--with an arc length of 14.12 feet, more or less) through a central angle of 80°54'55", with radius of 10.00;

thence N42°18'08"W, 13.58 feet;

thence S68°50'56"W, 13.06 feet which is the long chord of a curve concave to the southeast, (the curve being the boundary--not the long chord--with an arc length of 16.82 feet, more or less), through a central angle 137°41'52", with radius of 7.00;

thence SOUTH 17.83 feet;

thence WEST 158.63 feet;

thence NORTH 241.59 feet;

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**EXHIBIT A**  
to  
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Of Condominium  
for Cottonwood Hills Condominiums  
(Legal Description of the Land)**

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thence N89°59'58"E, 786.13 feet;

thence SOUTH 73.00 feet;

thence S45°00'00"E, 9.90 feet which is the long chord of a curve, concave to the northeast, (the curve being the boundary--not the long chord--with an arc length of 11.00 feet, more or less) through a central angle of 90°00'00", with radius of 7.00;

thence EAST 17.00 feet;

thence SOUTH 96.41 feet;

thence N66°40'40"E, 58.24 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 58.32 feet, more or less) through a central angle of 10°12'12", with radius of 327.50;

thence N75°51'44"E, 99.94 feet which is the long chord of a curve, concave southerly, (the curve being the boundary--not the long chord--with an arc length of 100.98 feet, more or less) through a central angle of 28°34'21", with radius of 202.50;

thence S89°51'05"E, 21.00 feet;

thence N45°08'55"E, 22.63 feet which is the long chord of a curve, concave to the northwest, (the curve being the boundary--not the long chord--with an arc length of 25.13 feet, more or less) through a central angle of 90°00'00", with radius of 16.00;

thence S0°08'55"W, 89.50 feet, to the point of beginning.

The area contained within the foregoing is 5.8359 acres.

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**EXHIBIT A**  
to  
**Third Amendment to Declaration  
Of Condominium  
for Cottonwood Hills Condominiums  
(Legal Description of the Land)**

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And in addition land known as Cottonwood Hills Condominiums, Phase II:

**BEGINNING** at a point North (along the Section line) 266.47 feet from the Southeast corner of the Northeast quarter of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North (along the Section line) 385.28 feet; thence West 1333.00 feet to the East bank of the Sandy Irrigation Canal; thence along said East bank South  $4^{\circ}44'50''$  East 386.61 feet thence East 1301.00 feet to the point of **BEGINNING**.

**ALSO BEGINNING** at the East Quarter Corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $89^{\circ}59'$  West along the quarter section line 1325.33 feet; thence North  $0^{\circ}09'28''$  East 266.475 feet; thence North  $89^{\circ}59'$  East 1192.292 feet; thence South  $0^{\circ}08'55''$  West 60.00 feet; thence North  $89^{\circ}59'$  East 100.00 feet to the West line of 1300 East Street; thence South  $0^{\circ}08'55''$  West 52.21 feet; thence North  $89^{\circ}59'$  East 33.00 feet to the East line of Section 32; thence South  $0^{\circ}08'55''$  West 154.28 feet to the point of **BEGINNING**.

**EXCEPTING THEREFROM:**

**BEGINNING** 33 feet West from the East 1/4 corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $89^{\circ}59'$  West 194 feet; thence North  $0^{\circ}08'55''$  East 206 feet; thence North  $89^{\circ}59'$  East 194 feet; thence South  $0^{\circ}08'55''$  West 206 feet to the point of **BEGINNING**.

**ALSO EXCEPTING THEREFROM:**

5.8359 acres described previously in this Exhibit "A" and known as Cottonwood Hills Condominiums, Phase 1.

**ALSO EXCEPTING THEREFROM:**

Any portion lying within the lines of 1300 East Street.

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22 - 32 - 276 - 010

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**EXHIBIT B**  
**to**  
**Third Amendment to Declaration**  
**Of Condominium**  
**for Cottonwood Hills Condominiums**  
**(Secretary's Certificate / Resolution)**

[See Attached]

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**COTTONWOOD HILLS HOME OWNERS ASSOCIATION  
MANAGEMENT COMMITTEE**

**RESOLUTION Continued:**

**CERTIFICATION**

I, Brant Burnham, Secretary of the Management Committee of the Cottonwood Hills Home Owners Association, do hereby certify that seventy-five (75%) or more of the unit owners of Cottonwood Hills Home Owners Association gave their written approval and consent to the adoption of the Third Amendment to the Declaration Containing Covenants, Conditions and Restrictions for Cottonwood Hills Condominiums, a Condominium Project ("the Amendment"). Accordingly the Management Committee shall cause The Amendment and this Resolution and Certification to be appropriately recorded as required by law and the Declaration.

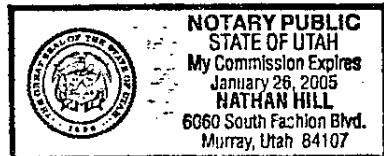
Dated this 28<sup>th</sup> day of March, 2003

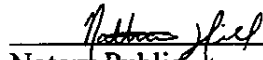
  
Secretary

STATE OF UTAH                    )  
  ) SS:  
COUNTY OF SALT LAKE    )

I, a Notary Public of the County and State aforesaid, certify that Brant Burnham personally came before me this day and acknowledged that he/she is the Secretary of the Cottonwood Hills Management Committee, the managing body of the Cottonwood Hills Condominiums, a Utah condominium project, and, as Secretary, certified the foregoing receipt of the required consent and approval of the unit owners of Cottonwood Hills Home Owners Association on behalf of the Management Committee.

Witness my hand and official stamp or seal, this 28 day of March, 2003.



  
Notary Public