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Gary W. Ott
Recorder, Salt Lake County, UT
RICHARDS LAW OFFICE
BY: eCASH, DEPUTY - EF 4 P.

After Recording Return To:
Richards Kimble & Winn, P.C.
2040 E. Murray-Holladay Rd., Suite 106
Salt Lake City, UT 84117

**AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CAITHNESS CONDOMINIUMS
A CONDOMINIUM DEVELOPMENT**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") that established the condominium development known as Caithness Condominiums is made on the date evidenced below by the Caithness Condominium Association, Inc., a Utah nonprofit corporation (hereinafter "Association").

RECITALS

- A. Certain real property in Salt Lake County, Utah, known as Caithness Condominiums was subjected to certain covenants, conditions and restrictions by declaration, which was superseded and replaced pursuant to the Declaration recorded December 3, 2008, as Entry No. 10572924 in the Office of the County Recorder for Salt Lake County, State of Utah;
- B. Pursuant to the Declaration and other documents governing, the Association is the authorized representative of the Owners of certain real property known collectively as Caithness Condominiums;
- C. This Amendment shall be binding against the property described in the Declaration and as contained in Exhibit 1 attached hereto;
- D. The Board of Trustees is charged with protecting the livability, property values, and integrity of the development and the interests of the property owners;
- E. Article 4, Section 4.2.9 of the Declaration prohibits owners from engaging in any noxious or offensive activity or nuisance in their Unit or in the Common Areas;
- F. Utah Code Ann. §57-8-8 provides that each unit owner shall reasonably comply with the covenants, conditions and restrictions as set forth in the declaration, the bylaws, rules and regulations;
- G. Utah Code Ann. §57-8-16(7) provides that that the Association may impose restrictions on and requirements respecting the use and maintenance of the units and the use of the common area to prevent unreasonable interferences with the use of their respective units and

Exhibit 1
Legal Description

of the common areas and facilities by the several unit owners, which may include "prohibitions on ... smoking tobacco products"

H. Utah Code Ann. §78B-6-1 establishes that any tobacco smoke that drifts into a residential unit is a nuisance under the law;

I. Pursuant to Utah Code Ann. §78B-6-1105, the Utah Legislature has found that: "(a) the federal Environmental Protection Agency (EPA) has determined that environmental tobacco smoke is a Group A carcinogen, in the same category as other cancer-causing chemicals such as asbestos; (b) the EPA has determined that there is no acceptable level of exposure to Class A carcinogens; and (c) the EPA has determined that exposure to environmental tobacco smoke also causes an increase in respiratory diseases and disorders among exposed persons;"

J. Pursuant to Utah Code Ann. §78B-6-1105(2), the Utah Legislature finds that "environmental tobacco smoke generated in a ... condominium unit may drift into other units, exposing the occupants of this units to tobacco smoke, and that standard construction practices are not effective in preventing the drift of tobacco smoke;"

K. The Association, by a vote of its members, adopts the position of the State of Utah and finds that smoking tobacco products within a Unit or within twenty-five (25) feet of any entrance-way, exit, open window, or air intake of another residential condominium unit or common facility within the Association is a noxious and offensive activity constituting a nuisance. Accordingly, the owners finds it in the best interests of the Association that smoking tobacco products be prohibited consistent with the terms of this Amendment;

L. Pursuant to Article 13, Section 13.2 of Declaration, approval by a majority of all Unit Owners based upon one vote per Unit was duly received to adopt and record this Amendment to the Declaration;

NOW, THEREFORE, for the benefit of the Association and all Owners thereof, the Board of Trustees hereby executes this Amendment for the Association, having received all necessary approvals, for and on behalf of all Owners, to add and include in Article 4, a new Section 4.2.13 of the Declaration. All of the terms and representations in the above Recitals are made a part of this Amendment and are incorporated herein by reference.

Article 4, Section 4.2.13. Smoking Restrictions.

Smoking in a Unit or on the Common Areas of Caithness Condominiums is a noxious and offensive activity creating a nuisance under Section 4.2.9 of the Declaration. Accordingly, smoking in a Unit or on the Common Areas at Caithness Condominiums is strictly prohibited. Smoking within twenty-five (25) feet from any building in the Common Area is also strictly prohibited.

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Violation of this section by an Owner or any guest, resident, tenant, or occupant of a Unit shall subject the Owner of such Unit to a fine, which may be levied at the discretion of the Board of Trustees according to any existing schedule of fines, or in an amount commensurate to the violation.

Any Owner who rents or leases his or her Unit shall prohibit smoking in their rental or lease agreements and shall inform their tenants of the Association's no smoking rule. Any Unit Owner who is currently renting or leasing their Unit shall incorporate a no smoking provision into its lease or rental agreement at the expiration of the current term of the existing agreement. If, as of the date of this Resolution, no agreement exists, the tenants are on a month-to-month tenancy, or the tenants are hold-over tenants, the Owner shall enter into an agreement with his/her tenants prohibiting smoking in the Unit effective immediately. Any Owner who rents or leases his or her Unit shall be responsible to pay any and all fines levied against his or her Unit for violations of this section by the renters or tenants in the Unit and shall be responsible for immediate abatement of any such nuisance(s).

This section does not abrogate or otherwise alter an Owner or occupant's rights under Utah Code Ann. § 78B-6-1011, including the right, if any, to bring a private civil action for nuisance against another owner or occupant.

IN WITNESS WHEREOF, CAITHNESS CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. has executed this Amendment to the Declaration as of the 21 day of April, 2011.

CAITHNESS CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

[Signature]
President
[Signature]
Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the ___ day of _____, 2011, personally appeared before me Tenam. Boswell and Miriam Aaezi who, being first duly sworn, did that say that they are the President and Secretary of the Caithness Condominium Homeowners Association, Inc. and that the foregoing instrument was signed in behalf of said Association by authority of its Board of Trustees/Management Committee; and each of them acknowledged said instrument to be their voluntary act and deed.

Notary Public for Utah

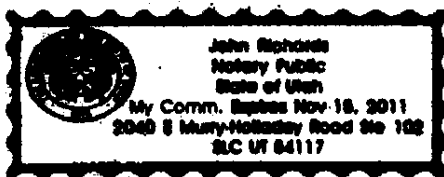


EXHIBIT 1

Caithness Condominium
A CONDOMINIUM DEVELOPMENT
LEGAL DESCRIPTION

All of Units 1-12, 13-34 within Caithness Condominiums, Salt Lake City, Salt Lake County
State of Utah, including but not limited to, parcel number 09314600020000.

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