

606 Newhouse Bldg
SLC 84111

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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AMENDMENT
TO
DECLARATION OF CONDOMINIUM OF
WATERBURY OPEN SPACE COMMUNITY

This Amendment to the Declaration of Condominium of Waterbury Open Space Community is made this 12th day of November, 1980 pursuant to the provisions of Paragraph 12 of said Declaration and the Utah Condominium Ownership Act.

R E C I T A L S :

A. The Declaration of Condominium of Waterbury Open Space Community was recorded on June 22, 1973 as Entry Number 2548993 in Book 3356 at pages 23 to 59 of the official records of the Salt Lake County Recorder.

B. Said Declaration of Condominium affects the real property described in Exhibit "A" attached hereto and incorporated herein by this reference.

C. An annual meeting of the Unit Owners of Waterbury Open Space Community was held on October 29, 1980 pursuant to notice given according to the Bylaws.

D. A quorum of the Unit Owners was present in person or represented by proxy at such meeting.

E. The Unit Owners representing more than two-thirds (2/3) of the undivided interests in the Common Areas approved the

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Amendments to the Declaration of Condominium set forth herein-
after.

NOW, THEREFORE, the Management Committee of Waterbury
Open Space Community hereby certifies and states that the
Declaration of Condominium of Waterbury Open Space Community is
amended as follows:

1. Paragraph 6(a) is amended in its entirety to read
as follows:

(a) Management Body. The business, property and
affairs of the Project shall be managed by the Management
Committee composed of not less than five (5) nor more than
nine (9) members, as the Management Committee may itself
from time to time determine. At the first regular Owners'
meeting two Committee members shall be elected for a
one year term, two members for a two year term, and one
member for a three year term. At each annual Owners meeting
thereafter any vacant seat on the Committee shall be filled
with a member elected for a three year term. Members shall
serve on the Committee until their successors are elected
and qualify. In the event the Management Committee
increases its size as provided hereinabove, the terms of
the new members of the Committee shall be staggered so that
at any annual Owners' meeting, approximately one-third of
the members of the Management Committee must be elected,
without regard to vacancies prior to the ends of terms or
new seats created by the Management Committee. Only
resident Unit Owners or spouses of Unit Owners shall be
eligible for Committee membership. At the annual meeting
each Unit Owner may vote his percentage of undivided owner-
ship interest in favor of as many candidates for Committee
membership as there are seats on the Committee to be filled;
provided, however, that until title to all of the Units
shall have been conveyed by the Declarants to the purchasers
thereof, the Declarants alone, at their option, shall act
as the Management Committee. In the event a Committee
seat which was filled by Declarants becomes vacant, Declarants
shall have the right to select a replacement member to sit
on the Committee for the balance of the term associated
with the vacated seat. In case the Management Committee

increases its size at any time following the annual Owners' meeting and in all other cases of vacancy the remaining Committee members shall elect a new member or replacement to sit on the Committee until the next annual Owners' meeting, at which time the Unit Owners shall elect a member for the balance of the new term or the remaining term of the member who vacated the Committee seat.

2. Paragraph 6(ē) is amended in its entirety to read as follows:

(e) Rules and Regulations. The Management Committee may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration. The Management Committee may suspend any Owner's voting rights in the meeting of Unit Owners during any period or periods during which such Owner fails to comply with such rules and regulations, or with any other obligations of such Owner under this Declaration, and may deny use of the amenities of the Project to residents of the Project who demonstrate a failure to comply with such rules, regulations, and obligations. The Management Committee may also take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations or to obtain damages for noncompliance, all to the extent permitted by law, and the costs of such judicial action including reasonable attorney fees shall be recoverable from the Unit Owner involved.

3. Paragraph 7(b) is amended in its entirety to read as follows:

(b) Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas or furnishing utility services to the Units, which estimates may include, among other things, expenses of Management; grounds maintenance; taxes and special assessments levied by governmental authorities until the

Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting; water charges; repairs and maintenance; wages for Management Committee employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or sinking fund, which must be used only for the specific purpose or purposes for which it was created and may not be used to reduce operating assessments or deficits or for costs of capital improvements not provided for as part of such funds; and any other expenses and liabilities which may be incurred by the Management Committee for the benefit of the Owners under or by reason of this Declaration.

4. Paragraph 7(d) is amended in its entirety to read as follows:

(d) Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar year basis. The Management Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the date fixed by the Management Committee as the date of commencement of the Project. Each annual assessment shall be due and payable in monthly installments on the 1st day of each and every month and no separate notices of such monthly installments shall be required. Advance payments of monthly assessments shall not be permitted except by separate checks for each month which are to be deposited on the first banking day of the month to which the payment applies. On the twenty-first (21st) day of each month a late fee shall be charged for amounts past due and/or a penalty shall be made for improper advance payments. Such late fee or penalty shall be ten (10) percent of the accounts receivable balance due on the first of the month which remains unpaid as of the 21st or of the amount improperly paid in advance.

5. Paragraph 13 is amended in its entirety to read as follows:

13. Service of Process. The name of the person to receive service of process in the cases contemplated by the Act and the place of his address are:

JAMES A. ARROWSMITH
606 Newhouse Building
Salt Lake City, UT 84111

IN WITNESS WHEREOF, the Management Committee of Waterbury Open Space Community has executed this Amendment to Declaration of Condominium of Waterbury Open Space Community as of the day and year first above written.

WATERBURY MANAGEMENT COMMITTEE

L. Drew Haun
L. Drew Haun, Chairman

Bonnie Arnell
Bonnie Arnell, Vice Chairman

Jody Clark
Jody Clark, Secretary

Lyle E. Eatough
Lyle Eatough

Joseph Beard
Joseph Beard

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

On the 12th day of November, 1980, personally appeared before me L. DREW HAUN, the Chairman; BONNIE ARNELL, the Vice Chairman; JODY CLARK, the Secretary; LYLE EATOUGH; and JOSEPH BEARD, members of the Management Committee of Waterbury Open Space Community, who first being duly sworn, each acknowledged to me that he or she is a member of said Management Committee, that the statements contained in the foregoing Amendment are true, that the foregoing Amendment was signed in behalf of the Management Committee by authority of a duly adopted resolution, and that the Management Committee executed the same.

Stanley D. Michel
Notary Public
Residing at: Salt Lake County, UT

My Commission Expires:
10-04-82

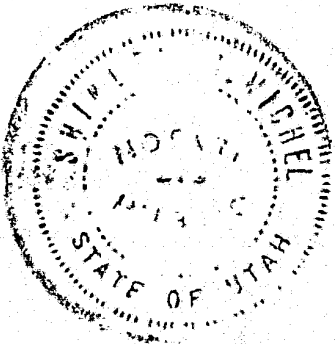


EXHIBIT "A"

Beginning at a point West 783.20 feet and North 2588.38 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence East 196.56 feet to a point on the Westerly line of Van Winkle Expressway, said point being on a curve to the right the radius point of which is North $42^{\circ} 39' 30''$ East 2939.93 feet; thence Northwest-erly along the arc of said curve 1252.43 feet; thence South $65^{\circ} 00'$ West 280.00 feet; thence West 92.74 feet; thence North $16^{\circ} 08'$ West 152.925 feet to a point of a 499.00 foot radius curve to the right; thence Northwest-erly along the arc of said curve 16.94 feet; thence South $75^{\circ} 48' 43''$ West 42.00 feet to a point on a curve to the left, the radius point of which is North $75^{\circ} 48' 43''$ East 541.00 feet; thence Southeast-erly along the arc of said curve 18.37 feet to a point of tangency; thence South $16^{\circ} 08'$ East 140.775 feet; thence West 67.45 feet; thence South $28^{\circ} 08' 30''$ East 20.97 feet; thence South $1^{\circ} 49'$ East 230.12 feet; thence South $15^{\circ} 00' 30''$ East 161.42 feet; thence South $0^{\circ} 16' 15''$ West 326.00 feet; thence South $13^{\circ} 52' 40''$ West 228.24 feet; thence South $22^{\circ} 53'$ East 164.75 feet; thence South $17^{\circ} 51'$ East 117.80 feet; thence South $0^{\circ} 13'$ East 106.74 feet; thence South $89^{\circ} 46' 04''$ East 219.985 feet; thence South 168.365 feet; thence East 387.75 feet; thence North $65^{\circ} 00'$ East 97.73 feet; thence East 39.16 feet; thence North 552.44 feet; thence East 137.76 feet to the point of beginning, excepting therefrom two parcels described as follows:

PARCEL 1.

Beginning at a point on the Westerly right-of-way line of Van Winkle Expressway, said point being West 568.64 feet and North 2588.38 feet from the South quarter corner of Section 16, Township 2 South, Range 1

East, Salt Lake Base and Meridian and running thence West 196.56 feet; thence North 71.64 feet; thence North 27° 30' West 25.00 feet; thence North 62° 30' East 83.00 feet to a point on the Westerly line of Van Winkle Expressway, said point being on a curve to the left; the radius point of which is North 46° 20' East 2939.93 feet; thence Southeasterly along said Westerly line and arc of said curve 188.57 feet to the point of beginning. ("Boat and Camper Storage Area")

PARCEL 2.

Beginning at a point North 2658.03 feet and West 1329.11 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence West 10.0 feet; thence North 10.0 feet; thence East 10.0 feet; thence South 10.00 feet to the point of beginning. ("The Well Property")

Together with a right-of-way for egress and ingress over and across the following described real property:

Beginning at a point North 3639.48 feet and West 1718.17 feet from the South quarter corner of Section 16, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point being on a curve to the right, the radius point of which is North 75° 48' 43" East 541.00 feet; thence Northerly along the arc of said curve 86.76 feet to a point of tangency; thence North 5° 00' West 174.54 feet to the South line of 5600 South Street; thence South 84° 37' 52" East along said South line 42.70 feet; thence South 5° 00' East 166.85 feet to a point of a 499.00 foot radius curve to the left; thence Southerly along the arc of said curve 80.02 feet; thence South 75° 48' 43" West 42.00 feet to the point of beginning. (Easement for Right-of-Way to and from Waterbury Way).