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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 JAMES R BLAKESLEY
 2595 E 3300 S 3RD FLOOR
 SLC UT 84109
 BY: SBM, DEPUTY - MI 18 P.
 19 p.

WHEN RECORDED RETURN TO:

James R. Blakesley
 Attorney at Law
 2595 East 3300 South
 Salt Lake City, Utah 84109
 (801) 485-1555

**AMENDMENT TO DECLARATION OF CONDOMINIUM
 FOR WATERSIDE CONDOMINIUMS**

This Amendment to Declaration of Condominium for Waterside Condominiums is made and executed by the Waterside Homeowners Association, Inc., a Utah non-profit corporation, of 175 South Main Street, Suite 1300, Salt Lake City, Utah 84111 (the "Association").

RECITALS

A. The Declaration of Condominium for Waterside Condominiums was recorded on the 8th day of December, 1978 as Entry No. 4857808 in Book 6182 at Page 1153 of the official records of the County Recorder of Salt Lake County, Utah (the "Declaration"). A Condominium Plat was recorded concurrently.

B. Management and control of the Project has been transferred by the Declarant or its successors in interest to the Association.

C. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.

D. U.C.A., '57-8-7(3) (2000) states that: "Except as otherwise expressly provided by the act, the undivided interest of each unit owner in the common areas and facilities as expressed in the declaration shall have a permanent character and shall not be altered without the consent of *two-thirds* of the unit owners expressed in an amended declaration duly recorded."

E. Section 14.01 of the Declaration, as amended, provides that the Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 51% or more of the aggregate ownership interests as reflected on the real estate records of Salt Lake County, Utah consent and agree to such amendment by instruments duly recorded.

F. The consent of more than two-thirds of the Owners has been obtained to: (1) change common area into limited common area; (2) authorize the amendment of the Condominium Plat to reflect this change, if required; (3) authorize a corresponding amendment of the Declaration to empower and regulate the use and improvement of such limited common area; and (4) facilitate an internal administrative method for the reallocation of the undivided ownership interests in the common areas, if necessary.

G. All of the voting requirements of the Declaration and the Act have been satisfied.

H. Maridyn Smith is the owner of Unit No. 1196, #20, Waterside Condominium, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah, together with an undivided ownership interest in the Common Areas and Facilities (Parcel No. 22-29-279-016) (the "Unit") (the "Owner").

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this Amendment to Declaration of Condominium for Waterside Condominiums for and in behalf of all of the Unit Owners.

1. **Priority.** In the event of any conflict, incongruity or inconsistency between the provisions of this amendment and the original Declaration as amended, the former shall in all respects govern and control.

2. **Definitions.** Article I of the Declaration, entitled *DEFINITIONS*, is amended to add the following subsections:

1.16 The term "**Amendment to Condominium Plat**" or "**Amendment to Map**" shall mean and refer to the drawing attached hereto, marked Exhibit "B," and incorporated herein by this reference..

1.17 The term "**City**" shall mean and refer to Cottonwood Heights Municipal Corporation.

1.18 The term "**Limited Common Area B**" shall mean and refer to that portion of the attic space changed hereby from Common Area to Limited Common Area which, hereafter, shall for all purposes be considered appurtenant to the Unit, as shown on the Amendment to the Map, including by way of illustration but not limitation for purposes of Limited Common, taxes, assessments, insurance, liability, maintenance, repair and replacement.

1.20 The term "**Limited Common Area B Effective Date**" shall mean and refer to the date when the last of the following events has occurred: (a) all of the necessary written consents of the Owners have been obtained and (b) this Amendment to the Declaration have been recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.21 The term "**Reduced General Common Area**" shall mean and refer to the Common Area as reduced by the creation of Limited

Common Area B.

1.22 The term "**Structural Alteration to Limited Common Area B**" shall mean and refer to any approved structural alteration, modification, change, improvement, addition, upgrade, enhancement, or the like to Limited Area B.

2. The Declaration is hereby amended to add the following new Section Fifteen:

15. **Structural Alterations to Limited Common Area B.** Owner and her successors in interest shall have the conditional right to physically improve said Limited Common Area B, subject to the written approval of the Management Committee, which shall not be unreasonably withheld, conditioned or delayed, and the issuance of a building permit by the City.

15.1 **Prohibited Work or Load.** Neither Owner nor her successors in interest shall do any work, make any structural alterations or increase the load on the building which may in the opinion of the Management Committee or its engineer impair or threaten to impair either (a) the integrity of the building, (b) uniformity of appearance, or (c) quality of construction, or any combination.

15.2 **Lockout Use Not Allowed.** Owner may not construct a new additional room with a door or separate access in Limited Common Area B and treat it as a separate rental, lockout space, or the equivalent.

15.3 **Additional Consent Required.** Neither Owner nor her successors in interest shall do any work or make any structural alterations to the Limited Common Area B which may jeopardize the soundness or safety of the building, reduce its value, or impair any easement or hereditament without in every such case the unanimous consent of the other Owners being first had and obtained.

15.4 **Reservation of Right to Access.** The Manager, Management Committee or the Association shall have the right to have access to the Unit and Limited Common Area B from time to time during reasonable hours and after reasonable notice to the occupant of the Unit, as may be necessary for the inspection,

maintenance, repair or replacement of any of the Common Areas and Facilities; or for making emergency repairs necessary to prevent damage to the Common Areas and Facilities or another unit or units, provided that a reasonable effort is made to provide notice to the occupant of the Unit prior to entry.

15.5 Conditions. Neither Owner nor her successors in interest shall make or permit to be made any Structural Alterations to Limited Common Area B until the following conditions are satisfied and she has:

(a) Submitted all applications required by the Management Committee;

(b) Paid all fees;

(c) Submitted all architectural and engineering designs, drawings, plans and specifications required to the Management Committee, including by way of illustration but not limitation the dimensions of the addition, all fixtures, utility systems -- mechanical, plumbing, electrical, HVAC -- construction materials, colors, exterior features, name of contractor, contractor's licenses, insurance, and projected construction time;

(d) Satisfied all other conditions imposed by the Management Committee;

(e) Obtained the express written consent of the Management Committee; and

(f) Procured all building permits, licenses and inspections from the City.

15.6 Limitation of Liability. Neither the Manager, Management Committee, Members of the Management Committee or Association, nor any of their employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions hereof, nor for any structural or other defects in any work done according to such plans and specifications, nor for allowing the

structural alterations to remain or the use of the property, and each shall in all instances be saved, held harmless, defended and indemnified by Owner and her successors in interest against such claims, losses, or liabilities.

15.7 Insurance. Owner and her successors in interest shall at all times obtain a liability insurance policy covering loss or damage to person or property caused by, arising out of or related to the use of Limited Common Area B in the sum of at least \$1,000,000.00. The Association shall be given a Certificate of Insurance upon request. Failure to obtain or provide proof of such insurance shall be grounds for the Management Committee to terminate the right of the occupants to access or use Limited Common Area B.

15.8 Maintenance. Owner and her successors in interest shall be responsible to maintain, repair and replace the physical improvements to Limited Common Area B at her sole expense, subject to the approval of the Management Committee for uniformity of appearance and quality of construction, and shall save, indemnify and hold the Association harmless therefrom.

15.9 Ratification. All structural alterations within Limited Common Area B pre-existing and prior to the Limited Common Area B Effective Date are hereby ratified and approved.

15.10 Percentage of Ownership Interest. It is the intent of the Association that the Amendment to the Map and creation of Limited Common Area B not alter the established percentages of ownership interest, unless required by U.C.A.'57-8-24 (1975) and, if so, the Management Committee is hereby authorized to prepare and record a "Revised Exhibit A" reflecting the necessary changes.

EXHIBIT "A"
LEGAL DESCRIPTION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Unit No. 1196, #20, Waterside Condominium, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah, together with an undivided ownership interest in the Common Areas and Facilities (Parcel No. 22-29-279-016)

RXLP WATERSIDE CONDO			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		U	AREA	22-29-279-001-0000	YES
		U	AREA	22-29-279-134-0000	NO
		U	AREA	22-29-279-135-0000	NO
B	1190	U	10	22-29-279-002-0000	NO
B	1190	U	11	22-29-279-003-0000	NO
B	1190	U	12	22-29-279-004-0000	NO
B	1190	U	13	22-29-279-005-0000	NO
B	1190	U	20	22-29-279-006-0000	NO
B	1190	U	21	22-29-279-007-0000	NO
B	1190	U	22	22-29-279-008-0000	NO
B	1190	U	23	22-29-279-009-0000	NO
B	1190	U	30	22-29-279-010-0000	NO
B	1190	U	32	22-29-279-011-0000	NO
B	1196	U	10	22-29-279-012-0000	NO
B	1196	U	11	22-29-279-013-0000	NO
B	1196	U	12	22-29-279-014-0000	NO
B	1196	U	13	22-29-279-015-0000	NO
B	1196	U	20	22-29-279-016-0000	NO
B	1196	U	21	22-29-279-017-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
B	1196	U	10	22-29-279-012-0000	NO
B	1196	U	11	22-29-279-013-0000	NO
B	1196	U	12	22-29-279-014-0000	NO
B	1196	U	13	22-29-279-015-0000	NO
B	1196	U	20	22-29-279-016-0000	NO
B	1196	U	21	22-29-279-017-0000	NO
B	1196	U	22	22-29-279-018-0000	NO
B	1196	U	23	22-29-279-019-0000	NO
B	1196	U	31	22-29-279-020-0000	NO
B	1196	U	33	22-29-279-021-0000	NO
B	1199	U	10	22-29-279-022-0000	NO
B	1199	U	11	22-29-279-023-0000	NO
B	1199	U	12	22-29-279-024-0000	NO
B	1199	U	13	22-29-279-025-0000	NO
B	1199	U	20	22-29-279-026-0000	NO
B	1199	U	21	22-29-279-027-0000	NO
B	1199	U	22	22-29-279-028-0000	NO
B	1199	U	23	22-29-279-029-0000	NO
B	1199	U	30	22-29-279-030-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
B	1199	U	10	22-29-279-022-0000	NO
B	1199	U	11	22-29-279-023-0000	NO
B	1199	U	12	22-29-279-024-0000	NO
B	1199	U	13	22-29-279-025-0000	NO
B	1199	U	20	22-29-279-026-0000	NO
B	1199	U	21	22-29-279-027-0000	NO
B	1199	U	22	22-29-279-028-0000	NO
B	1199	U	23	22-29-279-029-0000	NO
B	1199	U	30	22-29-279-030-0000	NO
B	1199	U	31	22-29-279-031-0000	NO
B	1199	U	32	22-29-279-032-0000	NO
B	1199	U	33	22-29-279-033-0000	NO
B	1205	U	10	22-29-279-034-0000	NO
B	1205	U	11	22-29-279-035-0000	NO
B	1205	U	12	22-29-279-036-0000	NO
B	1205	U	13	22-29-279-037-0000	NO
B	1205	U	20	22-29-279-038-0000	NO
B	1205	U	21	22-29-279-039-0000	NO
B	1205	U	22	22-29-279-040-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO

BLK, LOT-QUAR

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
B	1205	U	10	22-29-279-034-0000	NO
B	1205	U	11	22-29-279-035-0000	NO
B	1205	U	12	22-29-279-036-0000	NO
B	1205	U	13	22-29-279-037-0000	NO
B	1205	U	20	22-29-279-038-0000	NO
B	1205	U	21	22-29-279-039-0000	NO
B	1205	U	22	22-29-279-040-0000	NO
B	1205	U	23	22-29-279-041-0000	NO
B	1205	U	30	22-29-279-042-0000	NO
B	1205	U	31	22-29-279-043-0000	NO
B	1205	U	32	22-29-279-044-0000	NO
B	1205	U	33	22-29-279-045-0000	NO
B	1206	U	10	22-29-279-046-0000	NO
B	1206	U	11	22-29-279-047-0000	NO
B	1206	U	12	22-29-279-048-0000	NO
B	1206	U	13	22-29-279-049-0000	NO
B	1206	U	20	22-29-279-050-0000	NO
B	1206	U	21	22-29-279-051-0000	NO
B	1206	U	22	22-29-279-052-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO			BLK, LOT-QUAR		OBSOLETE?
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
B	1206	U	10	22-29-279-046-0000	NO
B	1206	U	11	22-29-279-047-0000	NO
B	1206	U	12	22-29-279-048-0000	NO
B	1206	U	13	22-29-279-049-0000	NO
B	1206	U	20	22-29-279-050-0000	NO
B	1206	U	21	22-29-279-051-0000	NO
B	1206	U	22	22-29-279-052-0000	NO
B	1206	U	23	22-29-279-053-0000	NO
B	1206	U	30	22-29-279-054-0000	NO
B	1206	U	31	22-29-279-055-0000	NO
B	1206	U	32	22-29-279-056-0000	NO
B	1206	U	33	22-29-279-057-0000	NO
B	1212	U	10	22-29-279-058-0000	NO
B	1212	U	11	22-29-279-059-0000	NO
B	1212	U	12	22-29-279-060-0000	NO
B	1212	U	13	22-29-279-061-0000	NO
B	1212	U	20	22-29-279-062-0000	NO
B	1212	U	21	22-29-279-063-0000	NO
B	1212	U	22	22-29-279-064-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO

BLK, LOT-QUAR

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
B	1212	U	10	22-29-279-058-0000	NO
B	1212	U	11	22-29-279-059-0000	NO
B	1212	U	12	22-29-279-060-0000	NO
B	1212	U	13	22-29-279-061-0000	NO
B	1212	U	20	22-29-279-062-0000	NO
B	1212	U	21	22-29-279-063-0000	NO
B	1212	U	22	22-29-279-064-0000	NO
B	1212	U	23	22-29-279-065-0000	NO
B	1212	U	30	22-29-279-066-0000	NO
B	1212	U	31	22-29-279-067-0000	NO
B	1212	U	32	22-29-279-068-0000	NO
B	1212	U	33	22-29-279-069-0000	NO
B	1216	U	10	22-29-279-070-0000	NO
B	1216	U	11	22-29-279-071-0000	NO
B	1216	U	12	22-29-279-072-0000	NO
B	1216	U	13	22-29-279-073-0000	NO
B	1216	U	20	22-29-279-074-0000	NO
B	1216	U	21	22-29-279-075-0000	NO
B	1216	U	22	22-29-279-076-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
B	1216	U	10	22-29-279-070-0000	NO
B	1216	U	11	22-29-279-071-0000	NO
B	1216	U	12	22-29-279-072-0000	NO
B	1216	U	13	22-29-279-073-0000	NO
B	1216	U	20	22-29-279-074-0000	NO
B	1216	U	21	22-29-279-075-0000	NO
B	1216	U	22	22-29-279-076-0000	NO
B	1216	U	23	22-29-279-077-0000	NO
B	1216	U	30	22-29-279-078-0000	NO
B	1216	U	31	22-29-279-079-0000	NO
B	1216	U	32	22-29-279-080-0000	NO
B	1216	U	33	22-29-279-081-0000	NO
B	1221	U	10	22-29-279-082-0000	NO
B	1221	U	11	22-29-279-083-0000	NO
B	1221	U	12	22-29-279-084-0000	NO
B	1221	U	13	22-29-279-085-0000	NO
B	1221	U	20	22-29-279-086-0000	NO
B	1221	U	21	22-29-279-087-0000	NO
B	1221	U	22	22-29-279-088-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
B	1221	U	10	22-29-279-082-0000	NO
B	1221	U	11	22-29-279-083-0000	NO
B	1221	U	12	22-29-279-084-0000	NO
B	1221	U	13	22-29-279-085-0000	NO
B	1221	U	20	22-29-279-086-0000	NO
B	1221	U	21	22-29-279-087-0000	NO
B	1221	U	22	22-29-279-088-0000	NO
B	1221	U	23	22-29-279-089-0000	NO
B	1221	U	30	22-29-279-090-0000	NO
B	1221	U	31	22-29-279-091-0000	NO
B	1221	U	32	22-29-279-092-0000	NO
B	1221	U	33	22-29-279-093-0000	NO
B	1222	U	10	22-29-279-094-0000	NO
B	1222	U	11	22-29-279-095-0000	NO
B	1222	U	12	22-29-279-096-0000	NO
B	1222	U	13	22-29-279-097-0000	NO
B	1222	U	20	22-29-279-098-0000	NO
B	1222	U	21	22-29-279-099-0000	NO
B	1222	U	22	22-29-279-100-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
B	1222	U	10	22-29-279-094-0000	NO
B	1222	U	11	22-29-279-095-0000	NO
B	1222	U	12	22-29-279-096-0000	NO
B	1222	U	13	22-29-279-097-0000	NO
B	1222	U	20	22-29-279-098-0000	NO
B	1222	U	21	22-29-279-099-0000	NO
B	1222	U	22	22-29-279-100-0000	NO
B	1222	U	23	22-29-279-101-0000	NO
B	1222	U	30	22-29-279-102-0000	NO
B	1222	U	31	22-29-279-103-0000	NO
B	1222	U	32	22-29-279-104-0000	NO
B	1222	U	33	22-29-279-105-0000	NO
B	1227	U	10	22-29-279-106-0000	NO
B	1227	U	11	22-29-279-107-0000	NO
B	1227	U	12	22-29-279-108-0000	NO
B	1227	U	13	22-29-279-109-0000	NO
B	1227	U	20	22-29-279-110-0000	NO
B	1227	U	21	22-29-279-111-0000	NO
B	1227	U	22	22-29-279-112-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO

BLK, LOT-QUAR

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	OBSOLETE?
B	1227	U	10	22-29-279-106-0000	NO
B	1227	U	11	22-29-279-107-0000	NO
B	1227	U	12	22-29-279-108-0000	NO
B	1227	U	13	22-29-279-109-0000	NO
B	1227	U	20	22-29-279-110-0000	NO
B	1227	U	21	22-29-279-111-0000	NO
B	1227	U	22	22-29-279-112-0000	NO
B	1227	U	23	22-29-279-113-0000	NO
B	1227	U	30	22-29-279-114-0000	NO
B	1227	U	31	22-29-279-115-0000	NO
B	1227	U	32	22-29-279-116-0000	NO
B	1227	U	33	22-29-279-117-0000	NO
B	1228	U	10	22-29-279-118-0000	NO
B	1228	U	11	22-29-279-119-0000	NO
B	1228	U	12	22-29-279-120-0000	NO
B	1228	U	13	22-29-279-121-0000	NO
B	1228	U	20	22-29-279-122-0000	NO
B	1228	U	21	22-29-279-123-0000	NO
B	1228	U	22	22-29-279-124-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WATERSIDE CONDO

BLK, LOT-QUAR

B FLG BLK/BLDG IND FLG LOT/QUAR PARCEL NUMBER OBSOLETE?

B	1228	U	10	22-29-279-118-0000	NO
B	1228	U	11	22-29-279-119-0000	NO
B	1228	U	12	22-29-279-120-0000	NO
B	1228	U	13	22-29-279-121-0000	NO
B	1228	U	20	22-29-279-122-0000	NO
B	1228	U	21	22-29-279-123-0000	NO
B	1228	U	22	22-29-279-124-0000	NO
B	1228	U	23	22-29-279-125-0000	NO
B	1234	U	10	22-29-279-126-0000	NO
B	1234	U	11	22-29-279-127-0000	NO
B	1234	U	12	22-29-279-128-0000	NO
B	1234	U	13	22-29-279-129-0000	NO
B	1234	U	20	22-29-279-130-0000	NO
B	1234	U	21	22-29-279-131-0000	NO
B	1234	U	22	22-29-279-132-0000	NO
B	1234	U	23	22-29-279-133-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
PF4=RETURN TO RXEN PF10=LAST RECORDS

EXHIBIT "B"
DRAWING OF LIMITED COMMON AREA B

Limited Common Area B referred to in the foregoing document is described more particularly as follows:

