

**WHEN RECORDED RETURN TO:**

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Parcel I.D.: See Attached Exhibit A

**THIRD AMENDMENT TO ENABLING DECLARATION AND  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WATERSIDE II CONDOMINIUMS  
(NOW KNOWN AS SHADOW RIDGE CONDOMINIUMS)**

This Third Amendment to Enabling Declaration and Declaration of Covenants, Conditions and Restrictions for Waterside II Condominiums (now known as Shadow Ridge Condominiums) (hereinafter, the "Third Amendment") is made this 12th day of October, 2022 by the Shadow Ridge Condominium Owners' Association (hereinafter, the "Association"). All capitalized terms in this Third Amendment shall have the meaning given to them in that certain Enabling Declaration and Declaration of Covenants, Conditions and Restrictions for Waterside II Condominiums (the "Declaration"), as amended, unless expressly defined otherwise herein.

**RECITALS**

A. The Declaration was recorded on January 31, 1990 as Entry No. 4877249 of the official records in the office of the County Recorder of Salt Lake County, State of Utah. The Declaration affects certain real property located in Salt Lake County, Utah as more particularly described in the attached Exhibit A, which is incorporated herein by this reference.

B. The First Amendment to the Declaration (the "First Amendment") was recorded on September 14, 1995 as Entry No. 6165488 of the official records in the office of the County Recorder of Salt Lake County, State of Utah.

C. The Second Amendment to the Declaration was recorded on October 24, 1995 as Entry No. 6196124 of the official records in the office of the County Recorder of Salt Lake County, State of Utah.

D. Management and control of the Project has been transferred by the Declarant to the Association.

E. Article XIV, Section 14.04 of the Declaration permits an amendment of the Declaration with the affirmative vote of Unit Owners representing not less than fifty-one percent (51%) of the Units.

F. The Association certifies that the vote required by the Declaration for amendment has occurred.

## AMENDMENT

NOW, THEREFORE, based on the requisite affirmative vote and in consideration of the reciprocal benefits derived from the amendments set forth below, the Declaration is hereby amended as follows:

Article II, Section 2.19 of the Declaration (and as amended in the First Amendment) is hereby amended in its entirety to read as follows:

Section 2.19. Nature of and Restrictions on Ownership and Use. Notwithstanding anything to the contrary contained in the Declaration or any amendments thereto, all Units within the Project shall be governed by this section. To be used as a single-family residential use, each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership in his or her Unit. Each Unit Owner shall have a perpetual right and easement over, through, and across the Common Areas and Facilities and those portions of the Project necessary for ingress to and egress from their Unit. This right shall attach and be appurtenant to such Unit and shall not be transferred except along with ownership to such Unit. The Unit Owners may lease or rent their Units with their appurtenant rights subject to the terms and conditions of this section. All leases or rental agreements shall be in writing and signed by the Unit Owner and lessee and shall include express terms making such lease or rental agreement subject to the terms and conditions of the Declaration, the Articles, the Bylaws, and any rules and regulations promulgated thereunder. All Unit Owners, tenants, guests, occupants, and users of the Project shall be subject to the Act, the Declaration, the Bylaws, and all rules and regulations of the Association.

- (a) No Short-term Residential Leases Permitted. All Short-term Residential Leases are prohibited. The term “Short-term Residential Lease” shall mean:
  - (i) The use, occupancy, rent, or lease, for direct or indirect remuneration, of a Unit or any portion thereof for an effective term of less than six months; or
  - (ii) The commercial use, by any person, of a Unit or any portion thereof, for hostel, hotel, inn, lodging, motel, resort, apartment, or other transient lodging uses where the term of occupancy, possession, or tenancy of the Unit or any portion thereof, by the person entitled to such occupancy, possession, or tenancy, is for less than six months.
  - (iii) For purposes of this section, “remuneration” means compensation, money, rent, or other bargained for consideration given in return for occupancy, possession, or use of real property.
- (b) Limit on Number of Units That May be Owned by an Investor. Subject to the Hardship Exemption outlined below, an Investor may not concurrently own more than two (2) Units in the Project. The term “Investor” shall

mean any person, trustee, trust, estate, or entity of any type or nature that does not personally occupy a Unit and which purchases or intends to purchase a Unit to earn a return on the purchase of the Unit either through rental income or the future resale of the Unit. All entities for which any one person or other entity has a 25% or greater share of ownership, control, and right to profits and losses shall be considered the same "Investor" for purposes of this section. The term "Investor-Owned Unit" shall mean a Unit that is owned by an Investor.

- (c) The purpose for this restriction is to:
  - (i) Protect the equity of the individual Owners;
  - (ii) Carry out the purpose for which the Project was formed by preserving the character of the Project as a residential community of predominantly owner-occupied Units and by preventing the Project from assuming the character of an apartment, renter-occupied complex; and
  - (iii) Comply with the eligibility requirements for financing in the primary and secondary mortgage market insofar as such criteria provide that the Project be substantially owner-occupied.
- (d) Existing Investor-Owned Units. Investors that own two (2) or more Units as of the date of this Third Amendment may continue to own the number of Units owned as of the date of this Third Amendment, but they may not purchase more Units.
- (e) Hardship Exemption. The following Owners are exempt from the restrictions set forth in this Third Amendment: (a) Owners in the military are exempt for the period of the Owner's deployment; (b) Units occupied by the Owner's parent, child, or sibling are exempt; (c) Owners whose employer has relocated the Owner for two years or less are exempt; (d) Units owned by an entity that is occupied by an individual who has voting rights under the entity's organizing documents and has a 25% or greater share of ownership, control, and right to profits and losses of the entity are exempt; and (e) Units owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current resident of the Unit or the parent, child, or sibling of the current resident of the Unit are exempt. Those desiring a Hardship Exemption must notify the Association of their request and must provide a basis for the requested exemption.
- (f) Rules and Regulations. The Association shall have the power to adopt, modify, repeal, and enforce reasonable rental and leasing rules and



## EXHIBIT A

### LEGAL DESCRIPTION OF SHADOW RIDGE CONDOMINIUMS

#### PARCEL A:

BEGINNING at a point on the East Right of Way Line of 1300 East Street, said point being North, 1419.31 feet and West 724.61 feet from the East Quarter Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence South 31 degrees 48'44" Feet, 37.75 feet; thence South 81 degrees 05'50" East 95.45 feet; thence South 06 degrees 35'00" West, 22.72 feet; thence South 04 degrees 04'17" East, 27.45 feet; thence South 18 degrees 28'03" East 31.52 feet; thence South 35 degrees 42'02" East 45.92 feet; thence South 56 degrees 17'14" East 30.95 feet; thence South 84 degrees 32'27" East 29.40 feet; thence North 68 degrees 53'03" East 78.76 feet; thence North 05 degrees 44'09" East 68.28 feet; thence North 31 degrees 01'20" feet 99.04 feet; thence North 89 degrees 10'58" West, 194.81 feet to the point of BEGINNING.

EXCEPTING THEREFROM the property conveyed to Salt Lake County by Warranty Deed recorded September 23, 1983 as Entry No. 3848113 in Book 5493 at Page 1157 of Official Records.

#### PARCEL B:

BEGINNING at a point North 00 degree 05' 23" East, 841.50 feet from the East Quarter Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, running thence West, 46.21 feet, thence North 83 degrees 24'30" West, 129.30 feet, thence North 69 degrees 51'32" West 121.85 feet; thence North 43 degrees 25'34" West 27.55 feet; thence North 70 degrees 53'09" West, 221.67 feet; thence North 81 degrees 17'45" West 82.16 feet; thence North 63 degrees 56'26" West, 329.09 feet; thence North 31 degrees 48'44" East, 281.64 feet; thence South 81 degrees 05'50" East 95.45 feet; thence South 06 degrees 35'04" West, 22.72 feet, thence South 04 degrees 04'17" East, 27.45 feet, thence South 18 degrees 28'03" East, 31.52 feet; thence South 35 degrees 42'02" East, 45.92 feet; thence South 56 degrees 17'14" East 30.95 feet; thence South 84 degrees 32'27" East, 29.40 feet; thence North 68 degrees 53'03" East, 78.76 feet; thence North 05 degrees 44'09" East, 68.28 feet, thence North 31 degree 01'20" West, 99.04 feet, thence South 89 degrees 10'58" East, 96.99 feet, thence North 01 degrees 04'18" West, 154.37 feet, thence South 89 degree a 44'20" East, 438.18 feet to the Section Line, thence South 00 degrees 05'23" West, 726.00 feet to the point of BEGINNING.

EXCEPTING THEREFROM the property conveyed to Salt Lake County by Warranty Deed recorded September 23, 1983 as Entry No. Book 5493 at Page 1157 of Official Records.

PARCEL C:

BEGINNING at a point South 00 degrees 05'23" West, along Section Line 1329.03 feet from the Northwest Corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 89 degrees 26' East, 9.30 feet; thence South 00 degrees 45' East, 106.38 feet, thence North 89 degrees 26' West 10.86 feet, thence North 00 degrees 05'23" East 106.36 feet to point of BEGINNING.

PARCEL D:

The West 15 feet of Lot 21, UNION VIEW SUBDIVISION, according to the official plat thereof. EXCEPTING FROM Parcels A and B the following described property:

BEGINNING on the present East line of 1300 East Street at a point which is due North 1147.391 feet and due West 891.935 feet from the East Quarter Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point of beginning also being North 31 degrees 48' East along the monument line 877.390 feet and South 63 degrees 56'26" East 33.166 feet from the County Survey Monument at the intersection of 1300 East Street and South Union Avenue, thence along said present East Street line North 31 degrees 48' East 236.606 feet to the point of curvature of a 749.986 foot radius curve (centerline tangent, 239.9 feet) to the left; thence Northeasterly along said street line and the arc of said curve 80.80 feet through a central angle of 6 degrees 10'22", thence South 89 degrees 10'58" East 29.635 feet to a point on the arc of a 776.986 foot radius curve, the center of which bears North 65 degrees 17'23" West; thence Southwesterly along the arc of said curve 96.14 feet through a central angle of 7 degrees 05'23"; thence South 31 degrees 48' West 233.891 feet; thence North 63 degrees 56'26" West 27.136 feet to the point of BEGINNING.

PARCELS A, B, C AND D ARE COLLECTIVELY DESCRIBED AS FOLLOWS.

Beginning at a point on the Section line, said point being North 0 degrees 05'23" East along the Section line 841.50 feet from the East Quarter Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 46.21 feet, thence North 83 degrees 24' 30" West 129.30 feet; thence North 69 degrees 51'32" West 121.58 feet, thence North 43 degrees 25'34" West 27.55 feet; thence North 70 degrees 53'09" West 221.67 feet; thence North 81 degrees 17'45" West 82.16 feet; thence North 63 degrees 56'26" West 301.64 feet to the East right-of-way line of 1300 East Street; thence North 31 degrees 48' East along said East line 233.891 feet to a point of a 776.986 foot radius curve to the left; thence Northeasterly along the arc of said curve and said East line 96.14 feet; thence South 89 degrees 10' 58" East 263.983 feet; thence North 1 degree 04'18" West 154.14 feet; thence South 89 degrees 44'20" East 440.71 feet to the East line of said Section 29, thence South 0 degrees 05'23" West along said Section line 256.601 feet; thence South 89 degrees 20' East 9.30 feet; thence South 0 degrees 45' East 106.38 feet; thence North 89 degrees 26' West 10.86 feet to said section line, thence South 0 degrees 05' 23" West along said section line 148.50 feet; thence East 15.00 feet; thence South 0 degrees 05'23" West 74.25 feet; thence West 15.00 feet to said section line; thence South 0 degrees 05'23" West along said section line 140.27 feet to the point of beginning.

TO BE KNOWN AS: WATERSIDE II, a Utah Condominium Project located in the Northeast quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

Including the following parcel numbers:

22-29-230-185	22-29-230-037	22-29-230-075	22-29-230-113	22-29-230-152
22-29-230-001	22-29-230-038	22-29-230-076	22-29-230-114	22-29-230-153
22-29-230-002	22-29-230-039	22-29-230-077	22-29-230-115	22-29-230-154
22-29-230-003	22-29-230-040	22-29-230-078	22-29-230-116	22-29-230-155
22-29-230-004	22-29-230-041	22-29-230-079	22-29-230-117	22-29-230-156
22-29-230-005	22-29-230-042	22-29-230-080	22-29-230-118	22-29-230-157
22-29-230-006	22-29-230-043	22-29-230-081	22-29-230-119	22-29-230-158
22-29-230-007	22-29-230-044	22-29-230-082	22-29-230-120	22-29-230-159
22-29-230-008	22-29-230-045	22-29-230-083	22-29-230-121	22-29-230-160
22-29-230-009	22-29-230-046	22-29-230-084	22-29-230-122	22-29-230-161
22-29-230-010	22-29-230-047	22-29-230-085	22-29-230-123	22-29-230-162
22-29-230-011	22-29-230-048	22-29-230-086	22-29-230-124	22-29-230-163
22-29-230-012	22-29-230-049	22-29-230-087	22-29-230-125	22-29-230-164
22-29-230-013	22-29-230-050	22-29-230-088	22-29-230-126	22-29-230-165
22-29-230-014	22-29-230-051	22-29-230-089	22-29-230-127	22-29-230-166
22-29-230-015	22-29-230-052	22-29-230-090	22-29-230-128	22-29-230-167
22-29-230-016	22-29-230-053	22-29-230-091	22-29-230-129	22-29-230-168
22-29-230-017	22-29-230-054	22-29-230-092	22-29-230-130	22-29-230-169
22-29-230-018	22-29-230-055	22-29-230-093	22-29-230-131	22-29-230-170
22-29-230-018	22-29-230-056	22-29-230-094	22-29-230-132	22-29-230-171
22-29-230-018	22-29-230-057	22-29-230-095	22-29-230-133	22-29-230-172
22-29-230-019	22-29-230-058	22-29-230-096	22-29-230-134	22-29-230-173
22-29-230-020	22-29-230-059	22-29-230-096	22-29-230-135	22-29-230-174
22-29-230-021	22-29-230-060	22-29-230-097	22-29-230-136	22-29-230-175
22-29-230-022	22-29-230-061	22-29-230-098	22-29-230-137	22-29-230-176
22-29-230-023	22-29-230-062	22-29-230-099	22-29-230-138	22-29-230-177
22-29-230-024	22-29-230-063	22-29-230-100	22-29-230-139	22-29-230-178
22-29-230-025	22-29-230-064	22-29-230-101	22-29-230-140	22-29-230-179
22-29-230-026	22-29-230-065	22-29-230-102	22-29-230-141	22-29-230-180
22-29-230-027	22-29-230-066	22-29-230-103	22-29-230-142	22-29-230-181
22-29-230-028	22-29-230-067	22-29-230-104	22-29-230-143	22-29-230-182
22-29-230-029	22-29-230-068	22-29-230-105	22-29-230-144	22-29-230-183
22-29-230-030	22-29-230-069	22-29-230-106	22-29-230-145	22-29-230-184
22-29-230-031	22-29-230-070	22-29-230-107	22-29-230-146	
22-29-230-032	22-29-230-071	22-29-230-108	22-29-230-147	
22-29-230-033	22-29-230-072	22-29-230-109	22-29-230-148	
22-29-230-034	22-29-230-073	22-29-230-110	22-29-230-149	
22-29-230-035	22-29-230-073	22-29-230-111	22-29-230-150	
22-29-230-036	22-29-230-074	22-29-230-112	22-29-130-151	