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When Recorded Mail To:

EN 2246323 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
05-MAR-07 343 PM FEE \$49.00 DEP SGC
REC FOR: JARED NEILSEN

Marianne Condominiums
Attn: Jared Neilsen
P.O. Box 360
Roy, UT 84067-0360

Space Above this Line for Recorder's Use

**AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF MARIANNE CONDOMINIUMS**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF MARIANNE CONDOMINIUMS (this "Amendment") is made this 3rd day of March, 2007 by the Management Committee of the Utah condominium project known as the Marianne Condominiums (the "Management Committee"), in contemplation of the following facts and circumstances: 09-235-0001 thru 0033 0033 X

A. On or about July 3, 1980, that certain Declaration of Condominium of Marianne Condominiums was executed, and thereafter recorded on July 7, 1980 as Entry No. 814363 in Book 1360, Page 1481 in the official records of the Weber County Recorder (the "Declaration"), which Declaration encumbers the real property and improvements described therein and defined therein as the Property and the Condominium Project known as the "Marianne Condominiums."

B. Title 57, Chapter 8 of the Utah Code Annotated (1953), known as "The Utah Condominium Ownership Act" (the "Act"), provides that bylaws of condominium projects, which bylaws may be embodied in the declaration, may provide restrictions on smoking tobacco products in the units and in the common areas and facilities of condominium projects.

C. The bylaws of the Marianne Condominiums are attached to, incorporated, and embodied in the Declaration (the "By-Laws").

D. Section 27 of the Declaration provides that the Management Committee may execute an amendment to the Declaration upon the affirmative vote or approval and consent of not less than two-thirds (2/3) of the undivided interest in the "Common Areas and Facilities" (as defined in the Declaration). Article VIII of the By-Laws provides that the By-Laws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration.

E. The Management Committee desires to amend the Declaration and the By-Laws, to provide restrictions on smoking tobacco products in the Marianne Condominiums, as permitted by the Act.

F. The Management Committee has obtained the required affirmative vote or approval and consent described above for this Amendment.

G. The Management Committee now desires to amend the Declaration and the By-Laws, as set forth herein.

NOW THEREFORE, the Management Committee states, declares, and agrees as follows:

1. Definitions. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

2. Certification of Consent. The Management Committee hereby certifies that it has obtained the vote or consent required by Section 27 of the Declaration and Article VIII of the By-Laws to execute this Amendment.

3. Amendment to Section 7(b) of the Declaration. The Management Committee hereby amends Section 7(b) of the Declaration, to add the following subsection (9) after subsection (8):

(9) Smoking Prohibited. The following prohibitions on smoking shall apply to all Units, Common Areas and Facilities, and Limited Common Areas and Facilities:

i. No Unit Owner, family member, servant, tenant, or guest, or any contractor, agent, household worker, or other person hired by any of the foregoing to provide a service or product to the any of the foregoing within the Project, shall smoke cigarettes, cigars, pipes, or any other tobacco product, marijuana or illegal substance anywhere within the boundaries of the Project. This prohibition shall apply, without limitation, to each Unit, all outside Common Areas and Facilities, enclosed Common Areas and Facilities, and all Limited Common Areas and Facilities within the Project. The term "smoking" shall include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipe or other tobacco product, marijuana, or illegal substance.

ii. Any Unit Owner intending to sell its Unit shall specifically disclose to all potential buyers and realtors that smoking is prohibited everywhere within the Project, including within the Units. Any Unit Owner who rents or otherwise allows someone other than such Unit Owner to reside within or occupy such Unit Owner's Unit, shall disclose to all persons who reside within such Unit, prior to such residency or occupancy, that smoking is prohibited within all Common Areas and Facilities, all Limited Common Areas and Facilities, and the Unit.

iii. Each Unit Owner is responsible for the actions of all other persons residing within or visiting such Unit Owner's Unit and shall be subject to disciplinary action or court action for an injunction, or any remedies available at law or equity for the violation of this

subsection. This subsection may be enforced in a court of law by any resident, the Association, or the Management Committee. If any resident, the Association, or the Management Committee is required to hire legal counsel to enforce this subsection, such resident or the Association or Management Committee shall be entitled to recover its attorneys' fees and costs incurred, whether or not litigation has been commenced. The Association and the Management Committee may collect the attorneys' fees and costs so incurred through the use of a special assessment levied against the Unit Owner charged with violating this subsection, as well as an assessment lien, at the option of the Association or the Management Committee.

iv. The Management Committee shall have the authority and power to enact rules and regulations which it deems necessary to enforce this subsection, including a schedule of fines which may be imposed after notice and a hearing.

v. The provisions of this subsection prohibiting smoking within the Units shall not apply to Unit Owners or tenants of Units in which title to such Units was acquired by the applicable Unit Owner prior to the enactment of this subsection ("existing units"), unless such Unit Owners consent to the provisions hereof, in writing. In no event, however, shall smoking be allowed in the Common Areas and Facilities or the Limited Common Areas and Facilities. This subsection will be enforceable as to each existing unit once any such existing unit is sold, transferred or conveyed to a new Unit Owner or when a new tenant, resident or occupant begins to occupy the existing unit after the enactment of this Amendment. The status of existing units, and any rights hereunder corresponding therewith, shall not be sold, transferred, or conveyed to any person who acquires title to such existing unit after the enactment of this Amendment.

4. Amendment to Article VII of the By-Laws. Article VII of the By-Laws is hereby amended to add the following language after the last sentence of Article VII:

"Without in any way limiting the Management Committee's power and rights under this Article VII, including the scope and breadth of such power and rights, those restrictions on smoking tobacco products set forth in Section 7(b)(9) of the Declaration are incorporated herein by reference and shall be deemed a part hereof."

5. Severability; Invalidity of Provision. If any provision of this Amendment as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Amendment, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

6. Adoption and Execution. The undersigned hereby certify that together such parties have full power and authority to amend the Declaration and By-Laws as set forth herein and constitute the parties required to execute an amendment to such Declaration and By-Laws.

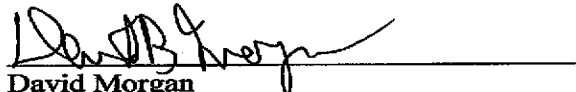
7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

8. Effect of Recording. Upon the recording of this Amendment, this Amendment shall automatically supplement and amend the Declaration and the By-Laws and any and all amendments thereto previously recorded. From and after the recording of this Amendment, the Declaration shall consist of the Declaration and By-Laws, as amended and expanded by this Amendment and by all other amendments thereto previously recorded.

IN WITNESS WHEREOF, the Management Committee has executed this Amendment as of the date first above written.

Management Committee


Jared Neilsen
Its President

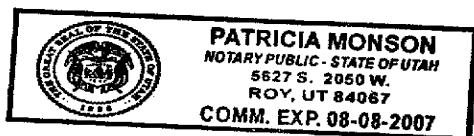

David Morgan
Its Vice-President

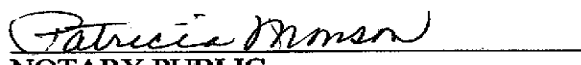

Renae Christiansen
Its Treasurer

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 3rd day of March, 2007, before me, appeared Jared Neilsen, to me personally known, who being by me duly sworn, did say that he is the President of the Management Committee of Marianne Condominiums, and acknowledged said instrument to be the free act and deed of said Management Committee of the Marianne Condominiums.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.




NOTARY PUBLIC
Residing in Ray, UT

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 3rd day of March, 2007, before me, appeared David Morgan, to me personally known, who being by me duly sworn, did say that he is the Vice-President of the Management Committee of Marianne Condominiums, and acknowledged said instrument to be the free act and deed of said Management Committee of the Marianne Condominiums.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

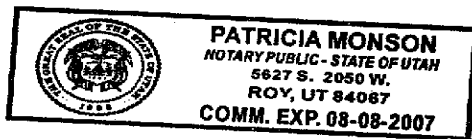


Patricia Monson
NOTARY PUBLIC
Residing in Ray, UT

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 3rd day of March, 2007, before me, appeared Renae Christiansen, to me personally known, who being by me duly sworn, did say that she is the Treasurer of the Management Committee of Marianne Condominiums, and acknowledged said instrument to be the free act and deed of said Management Committee of the Marianne Condominiums.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Patricia Monson
NOTARY PUBLIC
Residing in Ray, UT