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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/29/2011 01:30 PM
FEE \$89.00 Pgs: 5
DEP RTT REC'D FOR SHAWN STRONG

WHEN RECORDED RETURN TO:

Shawn Strong
PARKRIDGE, INC.
2473 South 1100 West
Syracuse, UT 84075
(801) 776-1070

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**AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR
CREEKSIDE VILLAGE CONDOMINIUM**

This Amendment to Declaration of Condominium for Creekside Village Condominium (the "Amendment") is made and executed by PARKRIDGE, INC., a Utah corporation, of 2473 South 1100 West, Syracuse, UT 84075 (the "Declarant").

RECITALS

A. The Declaration of Condominium for Creekside Village Condominium was recorded in the office of the County Recorder of Davis County, Utah on October 10, 2008 as Entry No. 2397927 in Book 4633 at Page 88 of the official records (the "Declaration").

B. This document affects the real property located in Davis County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The Declarant desires to amend the Declaration in the manner set forth below.

D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Declarant hereby executes this Amendment to Declaration of Condominium for Creekside Village.

1. The Declaration is hereby amended to include the following provisions:

Each buyer by acceptance of a deed or other document of conveyance agrees to occupy his or her Unit ("Owner Occupied") unless he or she qualifies for a non-Owner Occupied Unit. Units shall be considered Owner Occupied only if (a) the Owner uses the Unit as his or her primary home and primary mailing address. For use herein, children or relatives of the Owner – and person (other than a spouse or child of the Owner) who is listed on the title but

has not paid for an interest in the property – shall not be considered an Owner.

No more than five (5) units per phase (i.e., building) may be non-Owner Occupied at any one time. Qualification for non-Owner Occupied Units will be determined by the Management Committee on a first come first served basis. The decision of the Management Committee shall be final, binding, and conclusive.

Owners or agents of non-Owner Occupied Units may not advertise the Unit with "For Rent" signs on premises. This means "For Rent" signs in windows, yards, or common areas will NOT be allowed. Off site advertising for rental units is allowed (e.g., newspaper, internet, rental services, etc.).

The requirement that Owners may not advertise their Units for sale for one year from the date of purchase or until the developer has sold eighty percent (80%) of all Units is hereby deleted.

2. Article I, Section 31 of the Declaration is hereby amended to read as follows:

31. Family shall mean that term as it is defined by Layton City Ordinance¹, currently "any number of individuals, related by blood, marriage, or adoption, and domestic servants for such family or group of not more than five (5) persons who are not so related living together as a single nonprofit housekeeping unit doing their own cooking." In the event of any conflict, incongruity or inconsistency between the foregoing definition and Layton City Ordinance, as it may be amended from time to time, the latter shall in all respects govern and control.

3. Article III, Section 9 of the Declaration is hereby amended to read as follows:

9. Reinvestment Fee. Each buyer of a Unit agrees by the acceptance of a deed or other document of conveyance to a Unit to pay a reinvestment fee to the Association at the time of closing or settlement of a transaction in accordance with Utah Code Ann., '57-1-46 (2010) and in an amount determined by the Management Committee.

4. If any provision of this Amendment is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Amendment will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Amendment will remain in full

¹ Layton City Ordinance 19.02.020.

force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Amendment. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Amendment, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

5. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

6. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the Declarant has executed this instrument the 28 day of December, 2011.

PARKRIDGE, INC.,
a Utah corporation

By: [Signature]
Name: Shawn L. Strong
Title: President

STATE OF UTAH)
 ss:
COUNTY OF DAVIS)

On the 28 day of December, 2011, personally appeared before me Shawn L. Strong, who by me being duly sworn, did say that he is the President of PARKRIDGE, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of its Articles of Incorporation or a resolution of its Board of Directors, and said Shawn L. Strong duly acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC



EXHIBIT "A"

**LEGAL DESCRIPTION
CREEKSIDE VILLAGE CONDOMINIUM**

The land referred to in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

EXHIBIT "A"

ALL OF UNITS "A-L", IN BUILDING 1, PHASE 6, ALL OF UNITS "A-L" IN BUILDING 2, PHASE 5, ALL OF UNITS "A-L" IN BUILDING 3, PHASE 2, ALL OF UNIT "A-L", IN BUILDING 4, PHASE 4; ALL OF UNITS "A-L" IN BUILDING 5, PHASE 1 AND ALL OF UNITS "A-L", IN BUILDING 6, PHASE 3, CONTAINED WITHIN THE CREEKSIDE VILLAGE CONDOMINIUM AMENDED NO. 1- PHASES 1, 2, 3, 4, 5 AND 6, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN DAVIS COUNTY, UTAH AS ENTRY NO. 2458169, IN BOOK 4793, AT PAGE 1666 AND IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND BYLAWS OF THE CREEKSIDE VILLAGE CONDOMINIUM, RECORDED IN DAVIS COUNTY, ON OCTOBER 10, 2008 AS ENTRY NO. 2397927, IN BOOK 4633, AT PAGE 88, AND IN THE AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND BYLAWS OF THE CREEKSIDE VILLAGE CONDOMINIUM, RECORDED IN DAVIS COUNTY, UTAH, ON APRIL 2, 2009, AS ENTRY NO. 2437953, IN BOOK 4746, AT PAGE 452 OF THE OFFICIAL RECORDS. TOGETHER WITH: (A) THE UNDIVIDED OWNERSHIP INTEREST IN SAID CONDOMINIUM PROJECT'S COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT, (THE REFERENCED DECLARATION OF CONDOMINIUM PROVIDING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED OWNERSHIP INTEREST AND INTEREST RELATES); (B) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTENANT TO SAID UNIT, AND (C) THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID CONDOMINIUM PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP (AS SAID DECLARATION AND MAP MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND THE UTAH CONDOMINIUM OWNERSHIP ACT.