

3344883

FIRST SUPPLEMENTARY DECLARATION OF  
AND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF THE  
TIDEWATER VILLAGE CONDOMINIUM

THIS SUPPLEMENTARY DECLARATION OF AND AMENDMENT TO DECLARATION OF CONDOMINIUM is made and executed this 8 day of August, 1979, by G. THOMAS DIPO and DARLENE DIPO, his wife, hereinafter referred to as the "Declarant".

R E C I T A L S :

A. On September 19, 1978, Declarant made and executed the Declaration of Condominium of the Tidewater Village Condominium, (hereinafter referred to as the "Declaration") as part of a plan for the overall development of the Tidewater Village Condominium Project (the "Project"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on September 19, 1978, in Book 4741 at page 1488 et seq. as Entry No. 3170430. The related Record of Survey Map of the Tidewater Village Condominium (the "Original Map") was recorded concurrently with the Declaration in Book 78-9 of Plats at page 272 as Entry No. 3170429. The Declaration and the Original Map submitted to the provisions of the Utah Condominium Ownership Act (the "Act"), Utah Code Annotated (1953) Sections 57-8-1 through 57-8-36, the following described real property (the "Initial Project" or "Phase I") situated in Salt Lake County, State of Utah, to-wit:

Beginning at a point in the center of 1300 East Street said point being N89 degrees 57'30"W 358.62 feet and N 0 degrees 07'E 677.901 feet and N 0 degrees 56'30"E 1041.06 feet from the West Quarter corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian and running thence S 87 degrees 24'E 710.50 feet; thence N 0 degrees 10'W 43.50 feet; thence N 37 degrees 12'E 26.63 feet; thence N 75 degrees 52'15"W 145.28 feet; thence Northwesterly on a curve to the left (the radius point of which is N 75 degrees 52'15"W 45.0 feet) a distance of 59.68 feet; thence Northwesterly on a curve to the right (radius point being N 28 degrees 08'37"E 15.0 feet) a distance of 12.62 feet; thence N 13 degrees 40'W 95.48 feet; thence N 33 degrees 09'45"W 106.94 feet to Murray-Holladay Road; thence S 56 degrees 50'15"W 59.44 feet along said road; thence southwesterly along the southerly right of way line of the Murray-Holladay Road on a curve to the right (radius point being N 33 degrees 09'45"W 709.08 feet) a distance of 408.40 feet; thence S 89 degrees 50'15"W 35.58 feet to the centerline of 1300 East Street; thence S 0 degrees 56'30"W 162.51 feet along said centerline to the point of beginning.

Subject to reservations, easements, restrictions, provisions, and covenants of record.

B. Under Paragraph 6.4 of the Declaration, Declarant reserved the right and option until the seventh anniversary of the recording of the Declaration to expand the Project from time to time in compliance with Section 57-8-13.6 of the Act.

C. Declarant is the owner in fee simple of the parcels of real property particularly described in Article II of this Supplementary Declaration. Declarant elects to expand the Initial Project by submitting the parcels of real property described in Article II to the provisions of the Act and the Declaration.

D. Under the provisions of the Declaration, Declarant expressly reserved the absolute right to add to the Project any or all portions of the Additional Land. Accordingly, Declarant hereby submits the real property described in Article II of this Supplementary Declaration to the provisions of the Declaration and the Act. To this end and for the benefit of the Project and the owners thereof, Declarant hereby expands the Project by preparing and executing this Supplementary Declaration in accordance with Paragraph 6.4 of the Declaration and by recording the same in the Office of the County Recorder of Salt Lake County.

#### ARTICLE I DEFINITIONS

When used in this Supplementary Declaration (including that portion hereof headed "Recitals"), the following terms shall have the meaning indicated:

1. Supplementary Declaration shall mean and refer to this Supplementary Declaration of and Amendment to the Declaration of Condominium of the Tidewater Village Condominium, hereinafter referred to as the "Supplementary Declaration".
2. Supplementary Record of Survey Map shall mean and refer to the Supplemental Record of Survey Map, Tidewater Village Condominium, Phase 2, hereinafter referred to as the "Supplementary Map", executed and acknowledged by Declarant, prepared and certified to by RICHARD P. SORENSON (a duly registered Utah Land Surveyor holding Certificate No. 1798) and filed for record in the office of the County Recorder of Salt Lake County, Utah concurrently with the filing of this Supplementary Declaration.
3. Other Definitions. Except as herein otherwise defined or as may be required by the context, all terms defined in Paragraph 2 of the Declara-

tion shall have such defined meanings when used in this Supplementary Declaration.

## ARTICLE II PROPERTY DESCRIPTION

The real property which is hereby submitted to the provisions of the Act and which shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration as supplemented or amended by this Supplementary Declaration consists of the following described real property situated in Salt Lake County, State of Utah:

See Exhibit "A" attached hereto and incorporated herein by this reference. Together with all easements, rights-of-way and other appurtenances and rights incident to, appurtenant to, or accompanying the real property described in Exhibit "A" and hereby submitted to the provisions of the Act.

All of the foregoing is subject to: all liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental bodies; any Patent reservations or exclusions; any mineral reservations of record and rights incident thereto; and any easements or rights of way which are enforceable at law or in equity.

## ARTICLE III EFFECT OF FOREGOING SUBMISSION

Declarant hereby declares that the real property described in Article II of this Supplementary Declaration and on the Supplementary Map shall be annexed to and become subject to the provisions of the Declaration and the Act which upon recordation of this Supplementary Declaration and Supplementary Map shall constitute and effectuate the expansion of the Initial Project (Phase I), making the real property described in Article II of this Supplementary Declaration subject to the functions, powers, rights, duties and jurisdiction of the Association of Unit Owners of the Tidewater Village Condominium.

## ARTICLE IV UNITS CREATED BY EXPANSION

As shown on the Supplementary Map, Twenty-Seven additional Units are created on the real property described in Article II of this Supplementary Declaration. Said additional Units are located within a portion of the Additional Land. Upon the recordation of the Supplementary Map and this Supplementary Declaration, the total number of Units in the Project will be Forty-Five.

ARTICLE V  
REALLOCATION OF PERCENTAGE INTERESTS

1. Reallocation. According to the provisions of the Act and according to Paragraph 4.1 of the Declaration, Declarant is required to amend the Declaration when adding all or any portion of the Additional Land to the Project so as to reallocate the Percentage of Undivided Interest in the Common Areas and Facilities appurtenant to each Unit. Accordingly, Exhibit "B" to the Declaration is amended in its entirety to read as does the "Revised Exhibit 'B'" attached to this Supplementary Declaration and made a part hereof by this reference. The reallocated Percentage of Undivided Interest in the Common Areas and Facilities which are contained in said Revised Exhibit "B", have been computed on the basis of the square footage that each of the Units bears to the total square footage of all the Units in the Project. The square footage in the basements of those Units in Phases I and II which have basements, and the square footage in garages of those Units in Phases I and II which have garages have been included in computing the total square footage floor space in each of the Units in Phases I and II.

ARTICLE VI  
CONSOLIDATED LEGAL DESCRIPTION

The description of the Project as expanded by the recordation of the Supplementary Map and this Supplementary Declaration consists of the real property described in Recital A and Exhibit "A" of this Supplementary Declaration."

ARTICLE VII  
AMENDMENT OF CERTAIN DEFINITIONS IN THE DECLARATION

Certain definitions contained in Paragraph 2 of the Declaration are amended as hereinafter set forth.

1. Paragraph 2(a) shall be amended to read as follows:

"a. 'additional land' -- the real property described in paragraph 6.3 of the Declaration and more fully described in page 3 of the Original Map, but not including the portion of the additional land which is described in Article II of the Supplementary Declaration, Exhibit "A" to the Declaration and the Supplementary Map, and which is added to the Project as Phase II. Additional land is land which has not been submitted to the provisions of the Act, but which may hereafter be added as a whole or in part to the Tidewater Village Condominium as provided in Paragraph 6 of this Declaration."

2. Paragraph 2(d) shall be amended to read as follows:

"d. 'common areas and facilities' -- the land within the condominium project which is submitted to the provisions of the Act by the

Declaration and all Supplementary Declarations; all common areas and facilities as hereinafter described and as designated as such in the Record of Survey Map (the Original Map) and all Supplementary Record of Survey Maps, all limited common areas and facilities as hereinafter described and as designated as such in the Record of Survey Map (the Original Map), and all Supplementary Record of Survey Maps, the foundations, columns, girders, beams, supports, perimeter and bearing walls, roofs, halls, stairs, stairways, and entrances and exits designed for the use of more than one unit of the buildings; the sidewalks, walkways, patios, landscaped and planted areas, parking areas, access roads, driveways, fences and walls, exterior lighting, and storage areas; installations such as power, light, gas, hot and cold water, existing for common use; all apparatus and installations existing for common use; recreational and other community facilities if any; all portions of the Property not specifically included within the individual units; and all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, and all areas and facilities designated as common areas and facilities in the Act."

3. Paragraph 2(k) shall be amended to read as follows:

"k. 'limited common areas and facilities' -- Common areas and facilities described in the Record of Survey Map (Original Map), and in any Supplementary Record of Survey Maps, which are appurtenant to and which have been designated in the Declaration and any Supplementary Declarations as reserved for the use of one or more of the units to the exclusion of the others."

4. Paragraph 2(p) is hereby amended to read as follows:

"p. 'phase' - Each separate step in the development of the Tidewater Village Condominium which is initiated through the submission of all or any portion of the additional land to the provisions of the Act. The term shall also include all improvements which are constructed and all appurtenances, rights, obligations, and legal relationships which come into existence in conjunction with the submission of all or any portion of the additional land to the provisions of the Act."

5. The following paragraph shall be inserted as Paragraph 6.12 of the Declaration:

"6.12 Expansion of Definitions. Whenever the context so requires, the definitions used in this Declaration automatically shall be expanded to encompass and refer to the Project as so expanded. E.g., 'property' - the land, buildings, improvements and structures, all easements, servitudes, rights and appurtenances belonging thereto, and all chattels intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Act by this Declaration, by a Supplementary Declaration, or by Supplementary Declarations, and reference to this Declaration shall mean this Declaration as so supplemented or amended; 'common areas and facilities' shall be expanded to include those common areas

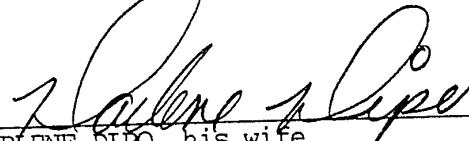
and facilities as included in this Declaration and depicted on any additional Supplementary Map and Supplementary Declaration or Declarations; and so forth."

ARTICLE VIII  
EFFECTIVE DATE

The effective date of this Supplementary Declaration and of the Supplementary Map shall be the date on which said instruments are filed for record with the office of the County Recorder of Salt Lake County, State of Utah. From and after said date the Declaration and Record of Survey Map of the Tidewater Village Condominium shall consist of the Declaration and Map as supplemented and amended by this Supplementary Declaration and Supplementary Map.

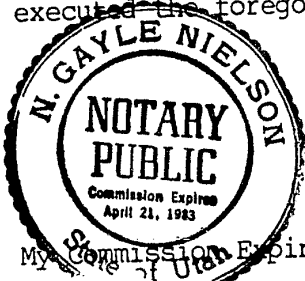
IN WITNESS WHEREOF, Declarant has executed this instrument on the day and year first above written.

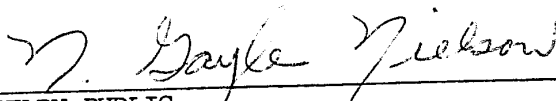
  
\_\_\_\_\_  
G. THOMAS DIPO

  
\_\_\_\_\_  
DARLENE DIPO, his wife

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

On the 8 day of August, 1979, personally appeared before me G. THOMAS DIPO and DARLENE DIPO, his wife, who did acknowledge to me that they executed the foregoing instrument.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:

4-21-83

EXHIBIT "A"

"BEGINNING AT A POINT 1751.77 FEET NORTH AND 384.76 FEET EAST OF THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING THE EASTERN MOST POINT OF TIDEWATER VILLAGE CONDOMINIUM, AND RUNNING THENCE N37°12'E ALONG NORTHERLY LINE OF CROWN COLONY SUBDIVISION 29.64 FEET; THENCE N76°44'E ALONG SAID NORTHERLY LINE 92.00 FEET; THENCE N81°19'E ALONG SAID NORTHERLY LINE 254.00 FEET; THENCE N15°00'E 87.31 FEET; THENCE N53°30'E 92.14'; THENCE N02° 23'W 12.33' ALONG THE SALT LAKE COUNTY PROPERTY; THENCE N87° 37'E 3.85' ALONG THE SALT LAKE COUNTY PROPERTY; THENCE N38° 15'W 173.85 FEET ALONG THE CENTERLINE OF BIG COTTONWOOD CREEK; THENCE S68°50'15"W 135.68 FEET ALONG THE GEORGE L. & DORA DIPO PROPERTY; THENCE N35°40'20"W 33.60 FT. ALONG GEORGE L. & DORA DIPO PROPERTY; THENCE S64°20'W 433.61 FEET; THENCE S13°40'E 68.05 FEET ALONG EASTERLY LINE OF TIDEWATER VILLAGE CONDOMINIUM; THENCE SOUTHERLY ALONG SAID EASTERLY LINE ON A CURVE TO THE LEFT (THE RADIUS POINT OF WHICH IS N76°20'E 15.0 FEET) A DISTANCE OF 12.61 FEET; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT (THE RADIUS POINT OF WHICH IS S28°08'37"W 45.0 FEET) A DISTANCE OF 59.68 FEET; THENCE S75°52'15"E ALONG SAID EASTERLY LINE 144.40 FEET TO THE POINT OF BEGINNING."

REVISED EXHIBIT "B"  
TIDEWATER VILLAGE CONDOMINIUM PROJECT  
(After First Expansion)

Building No.	Unit No.	Square Footage	Percentage Interest
1	4790	1602	1.969
1	4792	1602	1.969
2	4794	1602	1.969
2	4796	1602	1.969
3	4786	1906	2.343
3	4788	1898	2.334
4	4798	2460	3.025
4	4800	2460	3.025
5	4801	1654	2.034
5	4799	1981	2.436
6	1340	1981	2.436
6	1342	1981	2.436
7	1350	1882	2.315
7	1352	1882	2.315
8	4802	1981	2.436
8	4804	1654	2.034
9	4795	1940	2.385
9	4797	1940	2.385
10	A	1752	2.155
10	B	1752	2.155
10	C	1752	2.155
10	D	1752	2.155
11	A	1752	2.155
11	B	1752	2.155
11	C	1752	2.155
11	D	1752	2.155
11	E	1752	2.155
11	F	1752	2.155
12	A	1752	2.155
12	B	1752	2.155
12	C	1752	2.155
12	D	1752	2.155
12	E	1752	2.155
12	F	1752	2.155
12	G	1752	2.155
13	A	1752	2.155
13	B	1752	2.155
13	C	1752	2.155
13	D	1752	2.155
13	E	1752	2.155
13	F	1752	2.155
14	A	1752	2.155
14	B	1752	2.155
14	C	1752	2.155
14	D	1752	2.155
			<u>100.000</u>



CONSENT OF MORTGAGEE

PRUDENTIAL FEDERAL SAVINGS & LOAN ASSOCIATION (the Mortgagee), a Corporation of the United States, hereby consents to the recordation by G. Thomas Dipo and Darlene Dipo, his wife, of the "First Supplementary Declaration of and Amendment to The Declaration of Condominium of the Tidewater Village Condominium" and the related "Supplemental Record of Survey Map, Tidewater Village Condominium, Phase 2" in the Official Records of Salt Lake County, Utah, provided, however, that such Consent shall not be deemed to render the Mortgagee a declarant or developer under the Act, this Declaration, or otherwise or in any way to render the Mortgagee liable for any obligations of the Declarant or developer.

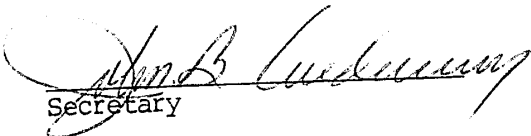
DATED this 30th day of September, 1979.

PRUDENTIAL FEDERAL SAVINGS &  
LOAN ASSOCIATION

By: 

Stephen P. Terry  
Its Senior Vice President

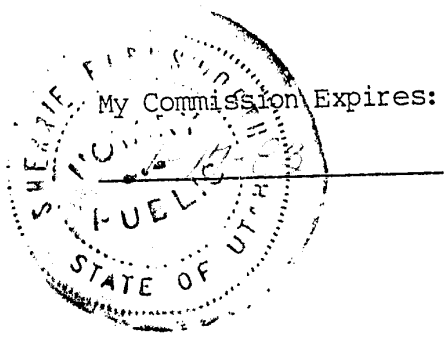
ATTEST:

  
Secretary

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

On this 27<sup>th</sup> day of September, 1979, personally appeared before me STEPHEN P. TERRY and JOHN B. ANDERSON, who being by me duly sworn, did say that they are the Senior Vice President and Secretary, respectively, of Prudential Federal Savings & Loan Association, a corporation of the United States, and that the foregoing instrument was signed by them in behalf of said Corporation by authority of a resolution of its Board of Directors and they each duly acknowledged to me that the said Corporation executed the same and that the seal affixed is the seal of said Corporation.

[Signature]  
Notary Public  
Residing at: 2117 N. 15th St. Salt Lake City, UT



3500

\$ \_\_\_\_\_  
SERIAL \_\_\_\_\_ FILE CO.  
REF \_\_\_\_\_  
[Signature]

NOV 2 9 25 AM '79

KATIE L. BRONN  
RECORDER  
SALT LAKE COUNTY  
UTAH