

After Recording Return To:

RICHARDS, KIMBLE & WINN PC  
2040 E Murray Holladay Rd, Ste 106  
Salt Lake City, UT 84117

**AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
SWEETWATER PARK BEACH RESORT CONDOMINIUMS**

This Amendment is made on the date evidenced below by the Ideal Beach Condominium Homeowners Association.

RECITALS

- A. Sweetwater Park Beach Resort Condominiums is a condominium project duly organized and existing under the provisions of the Utah Condominium Ownership Act pursuant to a Declaration recorded in the Office of the County Recorder on August 8, 1988, as Entry No. 37187 (the "Declaration").
- B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as such property is described in Exhibit "A."
- C. Pursuant to Section 16.6 of the Declaration, the undersigned hereby certifies that all of the voting requirements to amend the Declaration have been satisfied and that the affirmative vote of at least two thirds of the total votes of the Association has been obtained to adopt this Amendment.

**NOW, THEREFORE**, Article V, Section 5.1 of the Declaration is hereby amended to add the following entirely new Section 5.1.1, with no deletion of current language in Section 5.1:

**5.1.1 Improvement and Encroachment of Units.** Notwithstanding anything in the Declaration or Map to the contrary, the following provisions of this Section 5.1.1 shall hereafter apply to the Project. The Board, in its sole discretion, may authorize the expansion of a Unit and the encroachment of a Unit upon the Limited Common Area or Common Area. Each Owner of a Unit so expanded shall have an exclusive easement over and upon that portion of the Limited Common Area or Common Area which the Unit is expanded to include. No such authorization of the Board shall be valid or effective, and no easement shall arise in favor of an Owner or a Unit, unless authorization is given in writing and a copy of such writing is able to be produced at any time by the Owner of the Unit so expanded upon request of the Board. If a copy of the written authorization cannot be produced by the Owner of the Unit upon request of the Board, no such authorization shall be deemed to exist.

**5.1.2 Procedures and Conditions for Improvements.** The Board is authorized to promulgate procedures and regulations which govern the application and authorization process for such improvements, establish design and other guidelines, and establish a fee and deposit requirement for applications. At a minimum, any improvement to a Unit, regardless of when the improvement was or is made, shall be subject to the following terms and conditions:

- (i) The Unit Owner receiving all required permits from local government;
- (ii) Compliance with all applicable building code requirements;
- (iii) The owner of the Unit shall defend, hold harmless and fully indemnify the Association and the individual Unit Owners against any claims whatsoever arising from the construction, maintenance, use or existence of the improvement, including but not limited to claims of personal injury or property damage or claims relating to the encroachment of the Unit on Common Area or Limited Common Area;
- (iv) The Owner of Unit shall be responsible for the repair, maintenance and replacement of the improvement and shall maintain it in good condition and repair at all times;
- (v) No Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other unit owners being first obtained and receiving authorization from the Board shall not relieve an Owner of this obligation, which is an obligation of the Owner separate and distinct from the obligation to obtain the prior approval of the Board. The Board shall not be liable for any violation of this subsection 5.1.2(v) or of Utah Code Ann. § 57-8-9 by any Unit Owner. It is the sole responsibility of the Unit Owner to determine, and the Board makes no representations or warranties as to the determination of, whether any work, alterations or changes would jeopardize the soundness or safety of the condominium project, reduce its value or impair any easement or hereditament and by authorizing any improvement.

The terms of these Sections 5.1.1 and 5.1.2 shall apply to any improvement to a Unit, regardless of whether it was made prior to the date of this amendment.

### **Second Amendments**

**NOW, THEREFORE,** Article II, Section 2.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

**2.3 Interest in Common Areas.** The undivided interest in the Common Areas and facilities appurtenant to each Unit are allocated to each Unit according to their assigned par values which are proportionate to the general sizes of the Units and shall be in the percentages as set forth in Exhibit B.

**NOW, THEREFORE,** Article IV, Section 4.2 of the Declaration is hereby amended to delete the word "equal" from the first sentence, all other language to remain the same.

**NOW, THEREFORE,** Article VII, Section 7.3 of the Declaration is hereby deleted in its entirety and replaced with the following:

**7.3 Notes.** Voting rights are hereby allocated to the Unit Owners according to their respective percentage undivided interests in the Common Areas and facilities such that the vote attributable to each Unit shall be equal to the undivided interest in the Common Areas and facilities appurtenant to the Unit.

**NOW, THEREFORE,** Article IX, Section 9.2(b) of the Declaration is hereby deleted in its entirety deleted in its entirety and replaced with the following:

**(b) Apportionment.** The Common Expenses attributable to the Project as a whole shall be apportioned among and assessed to all Units and Owners according to their respective undivided interests in the Common Areas and facilities.

**NOW, THEREFORE,** Exhibit B to the Declaration is hereby deleted in its entirety and replaced with the following Exhibit B:

**Amended Exhibit B to the Declaration**

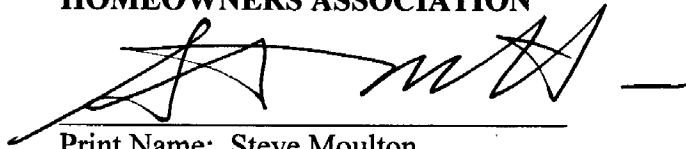
Unit	Undivided Interest in Common Areas and Par Value Allocated to Each Unit
1 (aka 100-101)	.69
2 (aka 105-106)	.69
3 (aka 110-111)	.69
4 (aka 115-116)	.69
5 (aka 120-121)	.69
6 (aka 125-126)	.69
7 (aka 130-131)	.69
8 (aka 135-136)	.69
9 (aka 140-141)	.69
10 (aka 145-146)	.69
11 (aka 150-151)	.69
12 (aka 155-156)	.69
13 (aka 160-161)	.69
14 (aka 165-166)	.69
15 (aka 170-171)	.69
16 (aka 175-176)	.69
17 (aka 180-181)	.69
18 (aka 185-186)	.69
19 (aka 190-191)	.69
20 (aka 102-103-104)	1.035
21 (aka 107-108-109)	1.035
22 (aka 112-113-114)	1.035
23 (aka 117-118-119)	1.035
24 (aka 122-123-124)	1.035

25	(aka 127-128-129)	1.035
26	(aka 132-133-134)	1.035
27	(aka 137-138-139)	1.035
28	(aka 142-143-144)	1.035
29	(aka 147-148-149)	1.035
30	(aka 152-153-154)	1.035
31	(aka 157-158-159)	1.035
32	(aka 162-163-164)	1.035
33	(aka 167-168-169)	1.035
34	(aka 172-173-174)	1.035
35	(aka 177-178-179)	1.035
36	(aka 182-183-184)	1.035
37	(aka 187-188-189)	1.035
38	(aka 192-193-194)	1.035
39	(aka 201-202)	.69
40	(aka 199-200)	.69
41	(aka 197-198)	.69
42	(aka 195-196)	.69
43	(aka 203-204)	.69
44	(aka 208-209)	.69
45	(aka 213-214)	.69
46	(aka 218-219)	.69
47	(aka 223-224)	.69
48	(aka 228-229)	.69
49	(aka 233-234)	.69
50	(aka 238-239)	.69
51	(aka 243-244)	.69
52	(aka 248-249)	.69
53	(aka 253-254)	.69
54	(aka 258-259)	.69
55	(aka 263-264)	.69
56	(aka 268-269)	.69
57	(aka 205-206-207)	1.035
58	(aka 210-211-212)	1.035
59	(aka 215-216-217)	1.035
60	(aka 220-221-222)	1.035
61	(aka 225-226-227)	1.035
62	(aka 230-231-232)	1.035
63	(aka 235-236-237)	1.035
64	(aka 240-241-242)	1.035
65	(aka 245-246-247)	1.035
66	(aka 250-251-252)	1.035
67	(aka 255-256-257)	1.035
68	(aka 260-261-262)	1.035
69	(aka 265-266-267)	1.035

70	(aka 270-271-272)	1.035
71	(aka 273-274)	.69
72	(aka 278-279)	.69
73	(aka 356-357)	.69
74	(aka 286-287)	.69
75	(aka 291-292)	.69
76	(aka 296-297)	.69
77	(aka 301-302)	.69
78	(aka 306-307)	.69
79	(aka 311-312)	.69
80	(aka 316-317)	.69
81	(aka 321-322)	.69
82	(aka 326-327)	.69
83	(aka 331-332)	.69
84	(aka 336-337)	.69
85	(aka 341-342)	.69
86	(aka 346-347)	.69
87	(aka 351-352)	.69
88	(aka 275-276-277)	1.035
89	(aka 280-281-282)	1.035
90	(aka 283-284-285)	1.035
91	(aka 288-289-290)	1.035
92	(aka 293-294-295)	1.035
93	(aka 298-299-300)	1.035
94	(aka 303-304-305)	1.035
95	(aka 308-309-310)	1.035
96	(aka 313-314-315)	1.035
97	(aka 318-319-320)	1.035
98	(aka 323-324-325)	1.035
99	(aka 328-329-330)	1.035
100	(aka 333-334-335)	1.035
101	(aka 338-339-340)	1.035
102	(aka 343-344-345)	1.035
103	(aka 348-349-350)	1.035
104	(aka 353-354-355)	1.035
105	(Commercial)	5.815
106	(aka 358-359-360)	1.035
107	(aka 469)	.69
108	(aka 470)	.69
109	(aka 471)	.69
110	(aka 472)	.69
111	(aka 473)	.69
112	(aka 474)	.69
TOTAL		100%

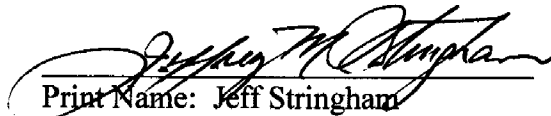
IN WITNESS WHEREOF, The Ideal Beach Condominium Homeowners Association has executed this Amendment to the Declaration as of the 6<sup>th</sup> day of June, 2012.

**IDEAL BEACH CONDOMINIUM  
HOMEOWNERS ASSOCIATION**



Print Name: Steve Moulton

Its: President.



Print Name: Jeff Stringham

Its: Treasurer

State of Utah                     )  
  :SS  
County of SALT LAKE         )

Subscribed and sworn to before me by Steve Moulton and Jeffrey M. Stringham on the 6<sup>th</sup> day of JUNE, 2012.

  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**Legal Description**

Units 1 through 112, Sweetwater Park Beach Resort Condominiums, according to the official plat thereof recorded in the records of the Rich County Recorder.