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**ADDENDUM #3**  
**TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**THE MARQUIS AT SOUTHTOWNE**

THIS ADDENDUM #3 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE MARQUIS AT SOUTHTOWNE, is executed this \_\_\_\_ day of September, 2004.

This Addendum #3 is hereby incorporated as part of the Declaration of Covenants, Conditions and Restrictions of the Marquis at Southtowne ("Declaration"), which was originally recorded September 21, 1999, Book 8310, Page 5262, #7470876. The following Addendum #3 replaces and supercedes Article X, Sections 2, Article X, Section 8, and Article X, Section 10 of said Declaration. This Addendum #3 hereby creates Article I Section 26, Article I, Section 27 and Article X, Section 19 of said Declaration. All other Sections of said Declaration remain binding and in full force. This Addendum #3 shall be binding on, and applicable to, Units 1 through 18 and the Common Areas of the Marquis at Southtowne, parcel #27-14-254-001 through -019 as capitalized terms are defined in said Declaration.

**ARTICLE I - DEFINITIONS**

26. "Executive Committee" shall mean and refer to the governing board of the Association which shall be appointed by the Board of Trustees in accordance with this Declaration, the Articles of Incorporation and By-Laws of the Association
27. "Executive Member" shall mean and refer to every person who holds membership in the Executive Committee.

**ARTICLE X - GENERAL USE RESTRICTIONS**

2. Use of Common Area. The Common Areas shall be used only in a manner consistent with their community nature and with the rules, regulations and use restrictions applicable to Units. No admission fees, charges for use, leases, or other income generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Area. Common areas are reserved for the exclusive use of the owners and their visitors. Vehicles, Recreational Vehicles, and watercraft of any kind are expressly forbidden in any Common Area. Owners, Members, Tenants and their agents

and assigns are responsible for assuring that they comply with all rules and restrictions contained herein while operated in the Common Area.

8. Unsightly Articles. No articles or personal property shall be permitted to remain in or near a Unit or the Common Areas so as to be visible from any other Unit or the Common Areas. Without limiting the generality of the foregoing, the Common Areas shall not be used for (1) non-emergency vehicular repair; (2) recreational vehicle storage (including boats, campers, RVs, snowmobiles or trailers); (3) overnight vehicle parking; (4) parking any vehicle not in running order; (5) storing inventory or equipment. The Association shall have the right to fine, tow-away or remove any of the above which are in violation of this Section, as determined by the Association in its reasonable discretion, and the cost of such removal shall be assessed against the Owner responsible for such violation and such assessment shall be secured by a lien on such Owner's Unit in favor of the Association in accordance with Article V, Section 6.

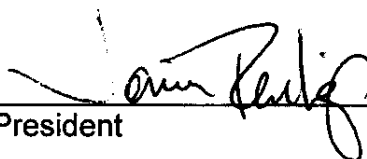
10. Waste Removal. No waste or refuse containers of any kind shall be permitted to remain on the Common Areas without the prior written consent of the Association. Each Owner shall utilize the common waste container(s) provided for and assessed by the Association located on the Common Areas or Limited Common Areas. If any owner shall abuse the common waste containers provided in the Common Areas, the Association shall be empowered to (i) require such Owner to maintain at his/her own expense a separate waste container and waste removal service in an area designated by the Association, or (ii) charge such Owner such additional amount for waste removal as the Association deems necessary or proper to defray the added cost of waste removal resulting from such abuse. The term "abuse" as used herein shall mean any overuse or overfilling of any waste container (overfilling occurs whenever waste is visible and the waste container lid cannot be closed), causing any physical damage or alteration to any common waste container, or dumping or disposing of any item prohibited by law or other restriction in a common waste container (regardless of whether said dumping or disposal results in an increased charge by the waste removal service) of the Association. Owners shall not permit waste, refuse or any other material to accumulate or be placed anywhere outside of their common waste container. Owners must maintain free and clear access to their common waste containers at all times. The Association retains the right to assess a fine for violation of any restriction contained herein.


19. Parking Area. Any vehicle found in violation of any of the parking restrictions listed below shall be subject to fine and/or being towed, at owner's expense with or without notice.

- a. During the months of May through October, vehicles must be moved at least once every forty-eight (48) hours.
- b. During the months of November through April, there will be no overnight parking allowed.

- c. Boats, trailers, R.V.'s etc., are prohibited from being parked in the parking area for any period.
- d. No vehicle shall be parked in such a manner as to impede or prevent ready access to any building, walkway entrance, dumpster or that obstructs any roadway.
- e. Aside from changing a flat tire or jump starting a battery, no mechanical work of any nature is permitted to be performed on vehicles in the Common Area or anywhere else on the Premises.
- f. Vehicles shall be parked only in designated spaces on the paved parking surface.
- g. Vehicles are prohibited from being parked on any area covered with grass or shrubbery, or in front of any driveway or accessway. Washing vehicles in any Common Area is expressly prohibited.
- h. Vehicles are prohibited from driving over or on any concrete curb or sidewalk.
- i. Storage of disabled or abandoned vehicles is prohibited. Any vehicle without a license plate will be towed immediately at the owner's expense.
- j. Vehicle owners/operators are responsible for assuring that their vehicle is properly maintained prior to bringing said vehicle into any Common Area. Vehicle owners/operators will be liable to the Association for any damage to the Common Area (including paved surfaces) caused by their vehicle.
- k. Vehicle owners/operators will be liable to the Association for any damage caused by noncompliance with these restrictions.

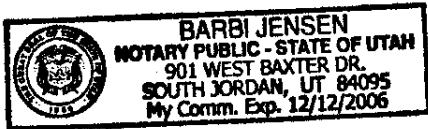
Marquis at Southtowne Condominium Owners  
Association, a Utah Non-Profit Corporation

By:   
Its President

By:   
Its Secretary

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

On the 8 day of <sup>December</sup> September, 2004, personally appeared before me James Rawlings and Arnold Fickel, being first duly sworn upon oath, declared that he is the President and the Secretary of the Marquis at Southtowne Condominium Owners Association, and that they signed the foregoing document on behalf of the company and that the statements therein contained are true.



Barbi Jensen  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah  
My Commission Expires: 12/12/2006