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AFTER RECORDING, PLEASE RETURN TO:

Jacob Toombs
39 East Redwing Court
Saratoga Springs, UT 84043

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10/31/2005 09:49 AM \$58.00
Book - 9210 Pg - 1216-1220
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JACOB TOOMBS
39 E REDWING CT
SARATOGA SPRINGS UT 84043
BY: ZJM, DEPUTY - MI 5 P.

ADDENDUM I

to the

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

VILLAGE AT RIVER'S EDGE CONDOMINIUM ASSOCIATION, INC.

**Original document recorded as Entry 9417644, in Book Number 9151, At page 6134,
Pages ii-iv and 1 through 34, inclusive, in the Salt Lake County Recorder's Office,
Salt Lake City, Utah on June 28, 2005.**

**Addendum changes are exclusive to ARTICLE IV,
PROPERTY RIGHTS IN COMMON AREAS AND UNITS,
pages 6 of 34 through 8 of 34 as set forth in hereafter**

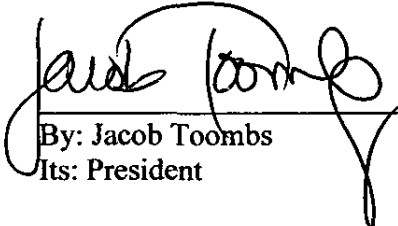
ACKNOWLEDGMENT OF AMENDUM I

I hereby acknowledge that the foregoing pages: "6 of 34," "7 of 34" and "8 of 34" attached as Addendum I to the Declaration of Covenants, Conditions and Restriction of Village at River's Edge Condominium Association, Inc. are true and accurate and were adopted and declared by MILLCREEK HOMES, INC.

DATED this 27th day of October, 2005.

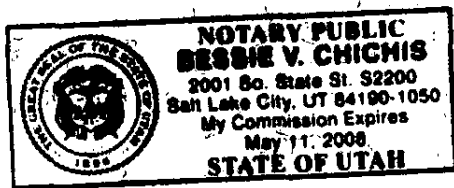
DECLARANT:

MILLCREEK HOMES, INC.
a Utah Corporation


By: Jacob Toombs
Its: President

STATE OF UTAH)
COUNTY OF Salt Lake : ss
~~UTAH~~

On the 31 day of October 2005, personally appeared before me Jacob Toombs, who duly acknowledged to and before me that he executed the foregoing instrument for an on behalf of Millcreek Homes, Inc., in his capacity as its President, having authority to so act.




NOTARY PUBLIC

conclusively presumed to be the votes attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the votes involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. The Declarant shall have full voting rights with respect to each Unit which it owns.

4. **Maintenance of Condominium Building Exteriors.** The Association shall maintain all Condominium Building Exteriors as follows: paint, repair, replacement and care of roofs, gutters, down spouts, foundations, window wells, sump pumps, fences, exterior building surfaces, exterior door and other exterior improvements, as well as all trees, shrubs, grass, walks and steps located on or around a Unit. Such exterior maintenance shall not include glass surfaces and window screen or patios included on any Unit. The Association shall have the right of entry to any Condominium to perform emergency repairs exterior maintenance shall also include reasonable snow removal or do other work necessary for maintenance of the Condominium Building Exteriors. In the event that the need for maintenance or repair of the Condominium Building Exteriors is caused through the willful or negligent acts of its Owner(s), or through the willful or negligent acts of the family, guests, tenants or invitees of the Owner(s) of the Unit needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject.

5. **Professional Management.** The Association may carry out through the Manager those of its functions which are properly the subject of delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any such management agreement executed on or before the termination of Declarant's control of the appointment of the Board of Trustees as described in Section 2 of this Article III may be terminated by the Association without cause at any time after the termination of such control upon thirty (30) days prior notice to the Manager. The above term and termination provisions shall not apply to any other types of service contracts.

6. **Amplification.** The provisions of this Section may be amplified by the Articles and the Bylaws; provided however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE IV PROPERTY RIGHTS IN COMMON AREAS AND UNITS

1. **Easement of Enjoyment.** Each Owner shall have an equal undivided interest, right, and easement of use and enjoyment in and to the Common Areas. Each Owner shall have an unrestricted right of ingress or egress to and from its Unit over and across such Common Areas, and the non-exclusive right to the use of all parking stalls within the Common Areas. Each Owner shall also have the exclusive right to use and enjoy any Limited Common Areas that

may be designated for exclusive use by such Owner. Such right and easements shall be appurtenant to, and shall pass with title to, each Unit and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family members, household guest, tenant, lessee, contract purchaser, or other person who resides in such Owner's Unit.

2. **Easements for Encroachments.** In the event the construction, reconstruction, repair, shifting, settlement, or any other movement of any portion of the improvements causes any part of a Condominium built in substantial accord with the boundaries for such Condominium as depicted on the Plat to encroach upon the Common Areas, or upon an adjoining Unit, or if any part of the Common Areas encroaches or shall encroach upon a Unit or Condominium for any such reasons, an easement for such encroachment and for the maintenance of the same shall and does exist. There is also hereby created an easement for any encroachment by any roof overhang upon all adjoining Units or any part of the Common Areas.

3. **Limitation on Easement.** A Owner's equal undivided interest, right, and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

A. The right of the Association, after providing reasonable notice and an opportunity for a hearing given to a Owner to suspend a Owner's voting right in the Association and a Owner's right to the use of any recreational facilities included in the Common Areas for any period during which (i) an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Association; or (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

B. The right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas; and

C. The right of any governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal service.

4. **Party Walls.** Each wall or ceiling-floor physical boundary which is built as part of the original construction (or reconstruction) of the Condominiums upon the Units and placed on the dividing line (whether horizontal or vertical) between the Units shall constitute a "***Party Wall***" and, to the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all Party Walls within the Project. The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Owners who make use of such Party

Wall. If a Party Wall is destroyed or damaged by fire or other casualty, the provisions of Article VII hereof shall apply. Notwithstanding any other provision of this Section, an Owner who by his negligent or willful act causes a Party Wall to be damaged shall bear the entire cost of furnishing repairs to the Party Wall and any other damage relating to such negligent or willful acts. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

5. Form for Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Unit may describe the interest or estate involved substantially as follows:

Unit _____ of Condominium Building No. _____ of the Village at River's Edge Condominiums, together with all improvements located thereon, as said Unit is identified in the Plat of said development recorded in the office of Salt Lake County Recorder and in the Declaration of Covenants, Conditions and Restrictions of Village at River's Edge Condominiums, also recorded in the Office of Salt Lake County Recorder, State of Utah, as Entry No. _____; TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, as provided for and in the percentage shown, in said Declaration of Covenants, Conditions and Restrictions.

Whether or not the description employed in any such instrument is in the above specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any person who acquires any interest in a Unit.

6. Transfer of Title. The Declarant agrees to cause the conveyance to the Association of title to the Common Areas free and clear of all liens (other than the lien of current general taxes, the lien of any assessments, charges, or taxes imposed by governmental or quasi-governmental authorities, and the lien or claim created by this Declaration), before the first conveyance of a Unit from Declarant to a third-party purchaser.

ARTICLE V
ASSESSMENTS

1. Agreement to Pay Assessments. The Owner of any Unit by the acceptance of instruments of conveyance and transfer therefore, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each Owner and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Notwithstanding the foregoing, any units owned by Declarant shall not be subject to any assessments of any kind. Such assessments shall be fixed, established and collected from time to time as provided in this Article V. In any event, all Units shall be allocated the then applicable assessments upon conveyance of the first Unit. Notwithstanding anything contained herein to the contrary, until January 1 of the year immediately following the conveyance of the first Unit to and Owner, the maximum annual assessment shall be \$95.00 per month for each

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