

Recorded JUN 29 1978 at 3⁵³ P. M.
Request of Edwin Pond

KATIE L. DIXON, Recorder
Salt Lake County, Utah

DECLARATION OF AMENDED COVENANTS
CONDITIONS AND RESTRICTIONS OF \$1,900 By David Done Deputy
THE CREEKSIDE EAST CONDOMINIUM REF. 4600 Holladay Blvd
SLC 84117

3131673

Section 2 is hereby amended to include the following additional paragraphs at the end thereof:

V. The terms "garage", "carport", and "covered parking space", all shall mean the same thing, to wit, an area which has a covering under which an automobile can be parked. Each such area is not surrounded by walls.

W. The term "F.H.L.M.C.", or "FHLMC", shall mean Federal Home Loan Mortgage Corporation

Section 9 is hereby amended to read:

Percentage of Ownership and Voting Rights. The percentage of ownership in the common areas and facilities of the condominium shall be controlling for all purposes, including voting. The common expenses shall be allocated in accordance with the percentage of ownership. The percentage of ownership in the common areas and facilities and the number of votes in the association of unit owners shall be as set forth in Appendix "D". These percentage ownership figures shall represent both the minimum and maximum percentage undivided interest in the common elements.

Appendix "C" Article V, Section 3 is hereby amended to read:

Section 3. Repair or reconstruction after damage.

In the event of damage to or destruction of any building as a result of fire or other casualty (unless 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or restoration), the management committee shall arrange for the prompt repair and reconstruction of the buildings (including any damaged condominium units, and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures, or equipment installed by unit owners in the condominium units), and the management committee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of

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the insurance proceeds shall constitute a common expense and the management committee may assess all the unit owners for such deficit as part of the common charges.

The management committee will give any notice of loss required by F.H.L.M.C.

If 75% or more of the building is destroyed or substantially damaged and 75% or more of the unit owners do not duly and promptly resolve to proceed with repair or reconstruction, the condominium property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration then the excess of such insurance proceeds) shall be divided by the management committee among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens or mortgages on his condominium unit, in the order of the priority of such liens or mortgages.

Appendix "C", Article VIII, Section 1 is hereby amended to read:

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain, part or all of the common elements, the award made for such taking shall be payable to the management committee subject to the rights of any mortgage holders to receive part or all of a given distribution according to the terms of the restricted mortgages. If 75% or more of the unit owners duly and promptly approve the repair and reconstruction of such common elements, and the management committee shall disburse the proceeds of such award to the contractors engaged in such repair and reconstruction in appropriate progress payments. In the event that 75% or more of the unit owners do not duly and promptly approve the repair and reconstruction of such common elements, the management committee shall disburse the net proceeds

of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws.

The management committee will give any notice of taking required by F.H.L.M.C.

CREEKSIDE EAST ASSOCIATES,
A Utah General Partnership

AS DECLARANT and as Owner of
32 Units

BY CONSOLIDATED CAPITAL CORPORATION
Its Managing General Partner

By *Edwin J. Pond*
Edwin J. Pond, Secretary

By *Wayne S. Peterson*
Wayne S. Peterson, President

John Y. Connor (1)
As Owner of Units

Richard A. Noman
As Owner of Units

James R. Beers (1)
As Owner of Units

Lee Hansen (1)
As Owner of Units

Stephen R. Beers (1)
As Owner of Units

James A. Frankson (1)
As Owner of Units

George Peterson
As Owner of Units

L. Bruce Riches (1)
As Owner of Units

Danya Haslam (1)
As Owner of Units

L. Bruce Riches (1)
As Owner of Units

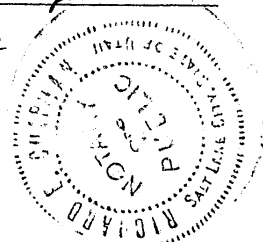
STATE OF UTAH)
) ss.
County of Salt Lake)

On the 28th day of June, 1978, personally appeared before me Wayne S. Peterson and Edwin J. Pond, who duly acknowledged to me that they were respectively the President and Secretary of Consolidated Capital Corporation, the Managing General Partner of Creekside East Associates, a Utah General Partnership, and that they executed the within and foregoing instrument in their respective capacities as officers of said corporation. On this same day also appeared before me Wayne S. Peterson and Edwin S. Pond the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Richard E. Crispman
Notary Public
Residing at SLC
Utah

My Commission Expires:

Jan 8, 1979



STATE OF UTAH)
) ss.
County of Salt Lake)

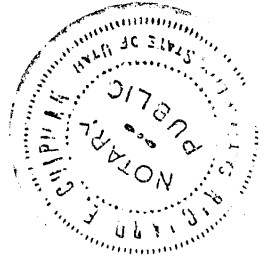
On the 28th day of June, 1978,

personally appeared before me John G. Conner, Stephen K. Beers, Tanya Haslam, James Kessler, and Russell Brown the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Richard E. Chipman
Notary Public
Residing at 56C Utah

My Commission Expires:

Jan 8, 1979



STATE OF UTAH)
) ss.
County of Salt Lake)

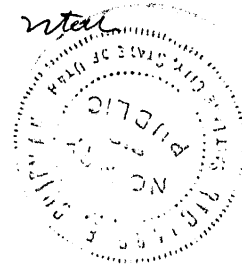
On the 28th day of June, 1978,

personally appeared before me Richard F. Norman, James R. Froulson, L. Bruce Rishes, Robin Concilla, and Son F. Vilven the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Richard E. Chipman
Notary Public
Residing at 56C Utah

My Commission Expires:

Jan 8, 1979



STATE OF UTAH)
) ss.
County of Salt Lake)

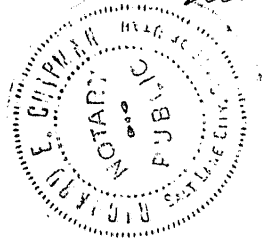
On the 28th day of June, 1978,

personally appeared before me Kathryn Lamont, Rexhayne, Lee Hansin, Marc S. Orlob, and Doug Jones the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Richard E. Chipman
Notary Public
Residing at 56C Utah

My Commission Expires:

Jan 8, 1979



Robin Cancellia 1
As Owner of Units

Jan A. Hoven
As Owner of Units

Walter Schlob 1
As Owner of Units

William Lamont 1
As Owner of Units

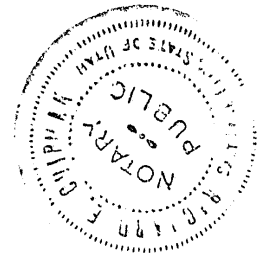
Les Layne
As Owner of Units

STATE OF UTAH)
) ss.
County of Salt Lake)

On the 28th day of June, 1978,
personally appeared before me John G. Conner, Stephen K. Beers, Tanya Haslam,
James Kessler, and Russell Brown
the signer of the foregoing instrument, who duly acknowledged
to me that they executed the same.

Richard E. Chipman
Notary Public
Residing at SLC Utah

My Commission Expires:
Jan 8, 1979



STATE OF UTAH)
) ss.
County of Salt Lake)

On the 28th day of June, 1978,
personally appeared before me Richard A. Norman, James R. Froulsen, L. Bruce
Riches, Robin Concilla, and Jon A. Wilson
the signer of the foregoing instrument, who duly acknowledged
to me that they executed the same.

Richard E. Chipman
Notary Public
Residing at SLC Utah

My Commission Expires:
Jan 8, 1979

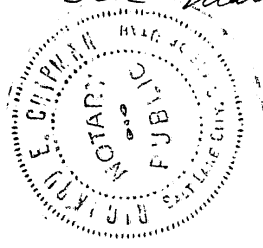


STATE OF UTAH)
) ss.
County of Salt Lake)

On the 28th day of June, 1978,
personally appeared before me Kathryn Lamont, Rex Payne, Lee Hansen, Marc S.
Orlob, and Doug Jones
the signer of the foregoing instrument, who duly acknowledged
to me that they executed the same.

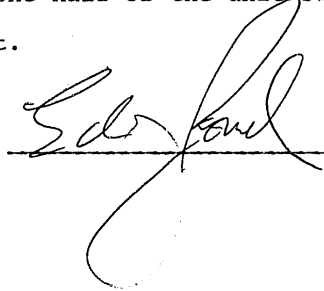
Richard E. Chipman
Notary Public
Residing at SLC Utah

My Commission Expires:
Jan 8, 1979



ACKNOWLEDGEMENT OF CONSENT

Representative of Unit Owners Association hereby
acknowledges that at least one-half of the unit owners have
duly approved this amendment.

A handwritten signature in cursive script, appearing to read "Ed Paul", is written over a horizontal line. The signature is fluid and extends below the line.