

WHEN RECORDED RETURN TO:
 James R. Blakesley
 Attorney at Law
 1305 N. Commerce Dr., Suite 230
 Saratoga Springs, UT 84045
 (801) 766-1968

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 08/05/2008 09:24 AM \$54.00
 Book - 9632 Pg - 3958-3980
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 JAMES R BLAKESLEY
 1305 N COMMERCE DR STE 230
 SARATOGA SPRINGS UT 84045
 BY: SAM, DEPUTY - WI 23 P.

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR WATERSIDE CONDOMINIUMS

This Amendment to Declaration of Condominium for Waterside Condominiums is made and executed by the Waterside Homeowners Association, Inc., a Utah non-profit corporation, of 1215 E. Waterside Cove, Midvale, UT 84047 (the "Association").

RECITALS

- A. The Declaration of Condominium for Waterside Condominiums was recorded on the 8th day of December, 1978 as Entry No. 4857808 in Book 6182 at Page 1153 of the official records of the County Recorder of Salt Lake County, Utah (the "Declaration"). A Condominium Plat was recorded concurrently.
- B. Management and control of the Project has been transferred by the Declarant or its successors in interest to the Association.
- C. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.
- D. U.C.A., Section 57-8-7(3) (2000) states that: "Except as otherwise expressly provided by the act, the undivided interest of each unit owner in the common areas and facilities as expressed in the declaration shall have a permanent character and shall not be altered without the consent of *two-thirds* of the unit owners expressed in an amended declaration duly recorded."
- E. Section 14.01 of the Declaration, as amended, provides that the Declaration shall not be amended unless the Owners representing an aggregate ownership interest of 51% or more of the aggregate ownership interests as reflected on the real estate records of Salt Lake County, Utah consent and agree to such amendment by instruments duly recorded.
- F. The consent of more than two-thirds of the Owners has been obtained to: (1) change common area into limited common area; (2) authorize the amendment of the Condominium Plat to reflect this change, if required; (3) authorize a corresponding amendment of the Declaration to empower and regulate the use and improvement of such limited common area; and (4) facilitate an internal administrative method for the reallocation of the undivided ownership interests in the common areas, if necessary.
- G. All of the voting requirements of the Declaration and the Act have been satisfied.
- H. John A. Watson and Wendy B. Watson, husband and wife, are the owners

(collectively "Owner") of Unit No. 32 of Building No. 1206, Waterside Condominium, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah, together with an undivided ownership interest in the Common Areas and Facilities (Parcel No. 22-29-279-056) (the "Unit").

I. A copy of the Agreement to Maintain Improvements, Release, Waiver and Indemnity Agreement on the Unit is attached hereto, marked Exhibit "C" and incorporated herein by this reference.

J. Copies of the engineer reports, building permit and inspection are attached hereto, marked Exhibit "D" and incorporated herein by this reference.

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this Amendment to Declaration of Condominium for Waterside Condominiums for and in behalf of all of the Unit Owners.

1. **Priority.** In the event of any conflict, incongruity or inconsistency between the provisions of this amendment and the original Declaration as amended, the former shall in all respects govern and control.

2. **Definitions.** Article I of the Declaration, entitled *DEFINITIONS*, is amended to add the following subsections:

1.16 The term "Amendment to Condominium Plat" or "Amendment to Map" shall mean and refer to the drawing attached hereto, marked Exhibit "B," and incorporated herein by this reference..

1.17 The term "City" shall mean and refer to Cottonwood Heights Municipal Corporation.

1.18 The term "Limited Common Area B" shall mean and refer to that portion of the attic space changed hereby from Common Area to Limited Common Area which, hereafter, shall for all purposes be considered appurtenant to the Unit, as shown on the Amendment to the Map, including by way of illustration but not limitation for purposes of Limited Common, taxes, assessments, insurance, liability, maintenance, repair and replacement.

1.20 The term "Limited Common Area B Effective Date" shall mean and refer to the date when the last of the following events has occurred: (a) all of the necessary written consents of the Owners have been obtained and (b) this Amendment to the Declaration have been recorded in the Office of the County Recorder of Salt Lake County, Utah.

1.21 The term "Reduced General Common Area" shall mean

and refer to the Common Area as reduced by the creation of Limited Common Area B.

1.22 The term "Structural Alteration to Limited Common Area B" shall mean and refer to any approved structural alteration, modification, change, improvement, addition, upgrade, enhancement, or the like to Limited Area B.

2. The Declaration is hereby amended to add the following new Section Fifteen:

15. Structural Alterations to Limited Common Area B. Owner and her successors in interest shall have the conditional right to physically improve said Limited Common Area B, subject to the written approval of the Management Committee, which shall not be unreasonably withheld, conditioned or delayed, and the issuance of a building permit by the City.

15.1 Prohibited Work or Load. Neither Owner nor her successors in interest shall do any work, make any structural alterations or increase the load on the building which may in the opinion of the Management Committee or its engineer impair or threaten to impair either (a) the integrity of the building, (b) uniformity of appearance, or (c) quality of construction, or any combination.

15.2 Lockout Use Not Allowed. Owner may not construct a new additional room with a door or separate access in Limited Common Area B and treat it as a separate rental, lockout space, or the equivalent.

15.3 Additional Consent Required. Neither Owner nor her successors in interest shall do any work or make any structural alterations to the Limited Common Area B which may jeopardize the soundness or safety of the building, reduce its value, or impair any easement or hereditament without in every such case the unanimous consent of the other Owners being first had and obtained.

15.4 Reservation of Right to Access. The Manager, Management Committee or the Association shall have the right to have access to the Unit and Limited Common Area B from time to time during reasonable hours and after reasonable notice to the occupant of the Unit, as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Areas and Facilities; or for making

emergency repairs necessary to prevent damage to the Common Areas and Facilities or another unit or units, provided that a reasonable effort is made to provide notice to the occupant of the Unit prior to entry.

15.5 Conditions. Neither Owner nor her successors in interest shall make or permit to be made any Structural Alterations to Limited Common Area B until the following conditions are satisfied and she has:

- (a) Submitted all applications required by the Management Committee;
- (b) Paid all fees;
- (c) Submitted all architectural and engineering designs, drawings, plans and specifications required to the Management Committee, including by way of illustration but not limitation the dimensions of the addition, all fixtures, utility systems -- mechanical, plumbing, electrical, HVAC -- construction materials, colors, exterior features, name of contractor, contractor's licenses, insurance, and projected construction time;
- (d) Satisfied all other conditions imposed by the Management Committee;
- (e) Obtained the express written consent of the Management Committee; and
- (f) Procured all building permits, licenses and inspections from the City.

15.6 Limitation of Liability. Neither the Manager, Management Committee, Members of the Management Committee or Association, nor any of their employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions hereof, nor for any structural or other defects in any work done according to such plans and specifications, nor for allowing the structural alterations to remain or the use of the property, and each shall in all instances be saved, held harmless, defended and indemnified by Owner and her successors in interest against such claims, losses, or liabilities.

15.7 **Insurance.** Owner and her successors in interest shall at all times obtain a liability insurance policy covering loss or damage to person or property caused by, arising out of or related to the use of Limited Common Area B in the sum of at least \$1,000,000.00. The Association shall be given a Certificate of Insurance upon request. Failure to obtain or provide proof of such insurance shall be grounds for the Management Committee to terminate the right of the occupants to access or use Limited Common Area B.

15.8 **Maintenance.** Owner and her successors in interest shall be responsible to maintain, repair and replace the physical improvements to Limited Common Area B at her sole expense, subject to the approval of the Management Committee for uniformity of appearance and quality of construction, and shall save, indemnify and hold the Association harmless therefrom.

15.9 **Ratification.** All structural alterations within Limited Common Area B pre-existing and prior to the Limited Common Area B Effective Date are hereby ratified and approved.

15.10 **Percentage of Ownership Interest.** It is the intent of the Association that the Amendment to the Map and creation of Limited Common Area B not alter the established percentages of ownership interest, unless required by U.C.A.'57-8-24 (1975) and, if so, the Management Committee is hereby authorized to prepare and record a "Revised Exhibit A" reflecting the necessary changes.

3. **Effective Date.** The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 22 day of ~~June~~ ^{July}, 2008.

WATERSIDE HOMEOWNERS ASSOCIATION, INC.,
a Utah non-profit corporation

By: _____

Name: Annelle Davis

Title: President

WATERSIDE HOMEOWNERS ASSOCIATION, INC.,
a Utah non-profit corporation

By: [Signature]

Name: David W. Pratt

Title: Secretary

ACKNOWLEDGEMENT

STATE OF UTAH)

ss:

COUNTY OF SALT LAKE)

On the 29 day of July, 2008, personally appeared before me Janette Davis and David W. Pratt, who by me being duly sworn, did say that they are the President and Secretary of the Waterside Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed in behalf of said Association by authority of its Articles of Incorporation or a resolution of its Management Committee, and said Janette Davis and David W. Pratt duly acknowledged to me that said Association executed the same.

[Signature]

NOTARY PUBLIC

Residing At: Mohave, Utah

Commission Expires: 9/25/2010

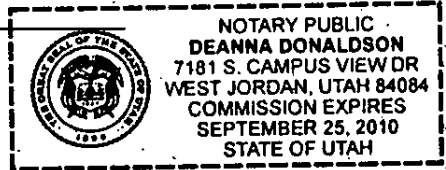


EXHIBIT "A"
LEGAL DESCRIPTION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Unit No. 32 of Building No. 1206, Waterside Condominium, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County, Utah, together with an undivided ownership interest in the Common Areas and Facilities. (Parcel No. 22-29-279-056).

EXHIBIT "B"
DRAWING OF LIMITED COMMON AREA B

Limited Common Area B referred to in the foregoing document is described more particularly as follows:

EXISTING
PARTY WALL

EXISTING
PARTY WALL

EXISTING ATTIC TO
BE CONVERTED TO
LOFT STORAGE

EXISTING
PLYWOOD WALL

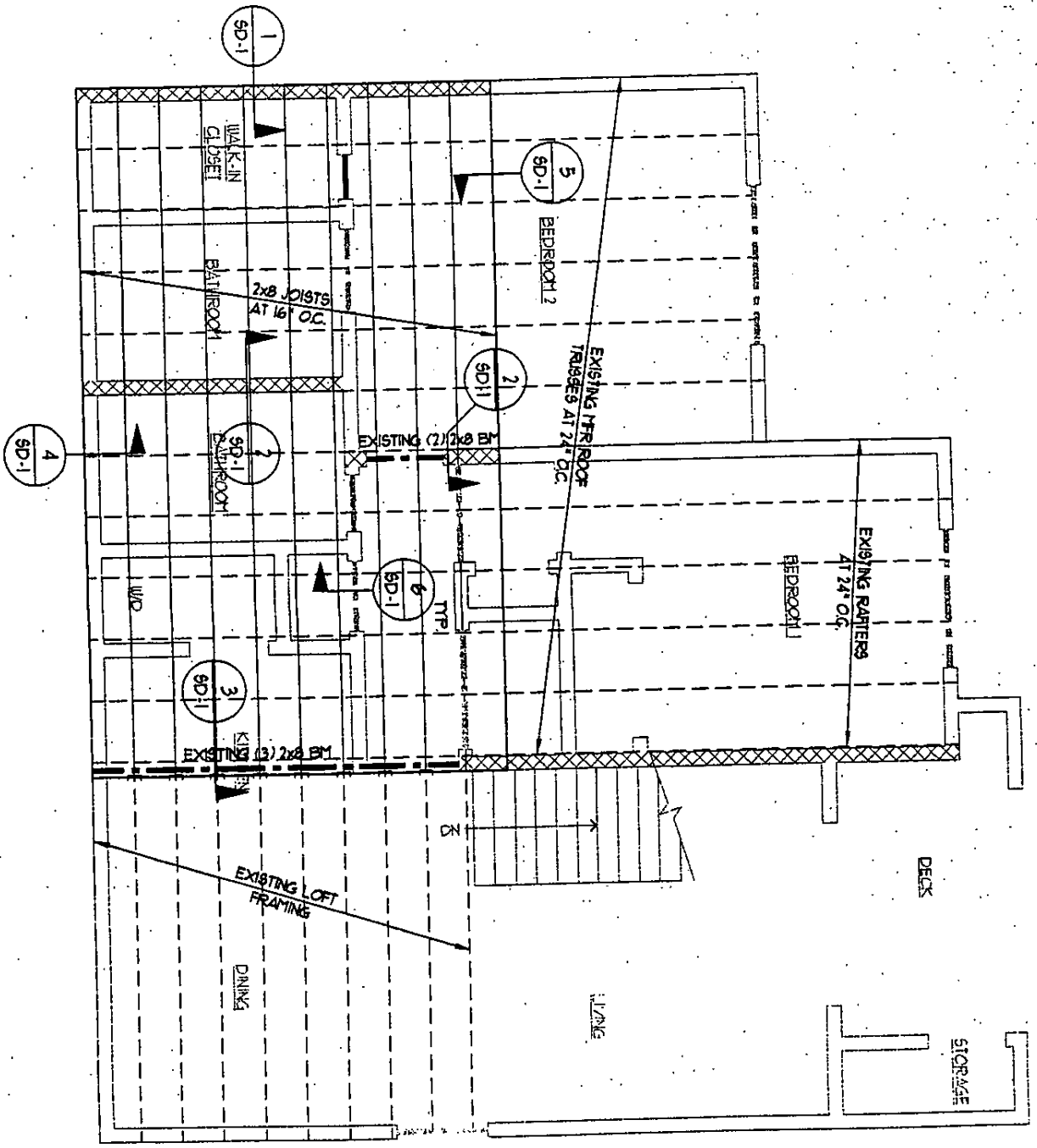
DN

EXISTING DOOR

EXISTING LOFT

LOFT STORAGE FLOOR PLAN

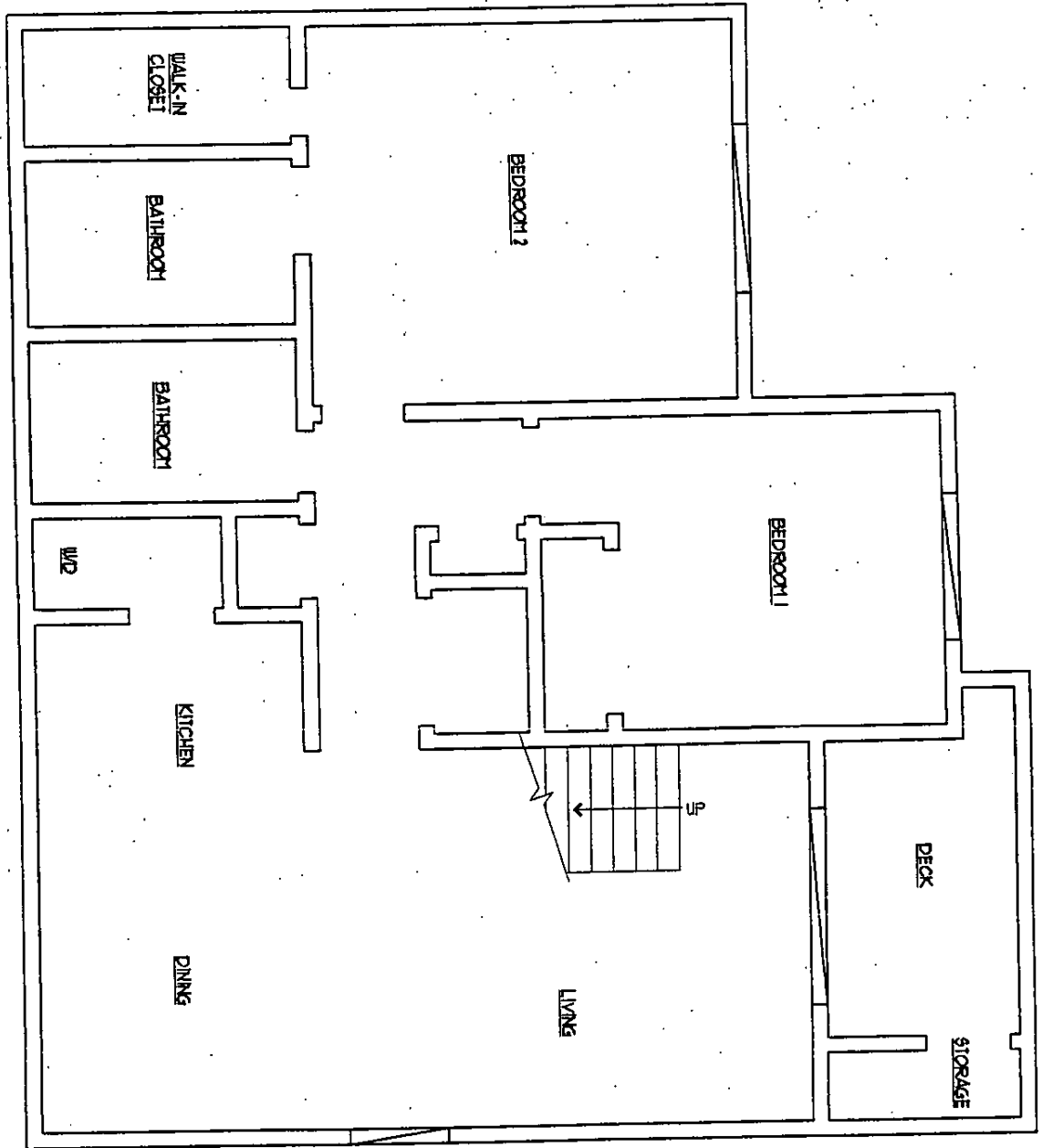
SCALE: 1/4" = 1'-0"



LOFT STORAGE FRAMING PLAN

SCALE: 1/4" = 1'-0"

UNIT FLOOR PLAN



SCALE 1/8" = 1' 0"

EXHIBIT "C"
**AGREEMENT TO MAINTAIN IMPROVEMENTS, RELEASE, WAIVER AND
INDEMNITY AGREEMENT**

**AGREEMENT TO MAINTAIN IMPROVEMENTS
RELEASE, WAIVER & INDEMNITY AGREEMENT**

THIS AGREEMENT TO MAINTAIN IMPROVEMENTS (this "Agreement") is by WATERSIDE HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "Association"), and the undersigned Condominium Unit Owner(s) (the "Owner") in the Waterside Condominium Project.

RECITALS

A. Owner is the owner of Unit No. _____ (the "Unit") in the Waterside Condominiums, a Utah condominium project (the "Project"), as more particularly described in that certain Declaration of Condominium recorded in the office of the County Recorder of Salt Lake County, Utah (the "Declaration"), and in that certain Record of Survey Map of the Project recorded concurrently (the "Map"), together with its appurtenant undivided interest in the common areas and facilities of the Project (the "Condominium Unit").

B. Owner desires to make those certain improvements described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Improvements") to the property described in Exhibit "A".

C. As a condition precedent to the Association's approving the construction of the Improvements, the Association has required and Owner has agreed to assume the obligation to maintain, repair and replace the Improvements, and to keep the Improvements and all fixtures and improvements therein contained in a safe, clean and sanitary condition.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assumption of Maintenance Obligation. Owner hereby assumes the obligation to maintain, repair and replace, and keep in a clean and sanitary condition and in a state of good repair all of the Improvements described in Exhibit "A." In the event that all or any portion of the Improvements shall become unsanitary, unclean, or unsafe or fall into a state of disrepair or require replacement, and in the event that owner shall fail to correct such condition or state of disrepair promptly following written notice from the Association, the Association shall have the right, at the expense of Owner and without liability to Owner for trespass, invasion of privacy, or otherwise, to enter the property and make said replacement or correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to make said replacement or correct or eliminate any such condition or state of disrepair.

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2. Warranty and Indemnification Owner hereby represents and warrants to the Association that the structural integrity of the Unit and the Common Areas of the Project have not been and shall not be impaired, compromised or reduced as a result of the construction of the Improvements. Owner hereby indemnifies the Association and holds the Association harmless from and against any loss or damage, or any harm or injury that may occur within the Improvements, or as a result of the construction of the Improvements, or the maintenance, repair and replacement of the Improvements. If at any time hereafter Owner fails to comply with the covenants and agreements set forth in this Agreement, or if the Association reasonably determines that the Improvements do not comply with any local ordinance or regulation or have adversely affected the structural integrity of the Common Areas of the Project, the Association shall have the right to cause the Owner, at the Owner's sole cost and expense, to remove the Improvements and to restore the property and the affected Common Areas of the Project to the state they were in prior to the construction of the Improvements. In the event the Owner fails to remove the Improvements within sixty (60) days after having received a written request from the Association to remove the improvements, the Association shall have the right to cause the Improvements to be removed and to charge the cost of such removal to the Owner as a common expense. Owner releases the MANAGEMENT COMMITTEE and the Association from any and all liability arising out of or related to the structural alterations, and hereby expressly waives any and all related claims it may have against the MANAGEMENT COMMITTEE or the Association, even if caused by their negligence, and further with regard to the structural alterations covenants not to sue either the MANAGEMENT COMMITTEE or the Association, their agents, representatives or employees.

3. Miscellaneous Provisions. The following provisions are also integral parts of this Agreement:

a. This Agreement shall run with the Condominium Unit and be binding upon and shall inure to the benefit of the successors and assigns of the Owner and the Association, and any entities resulting from the reorganization, consolidation or merger of either party hereto.

b. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.

c. This Agreement may be signed upon any number of counterparts with the same effect as if the signature to any counterpart were upon the same instrument.

d. Any waiver by either party hereto of any breach of any kind of character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

e. The several rights and remedies of each of the parties under law shall be construed as cumulative; and none of them shall be exclusive of (or in lieu or limitation of) any other right, remedy or priority allowed by law.

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f. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

g. The parties agree that time is of the essence in the performance of all duties herein.

h. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

i. All exhibits to this Agreement shall be deemed part of this Agreement and incorporated herein as if fully set forth herein.

j. The parties agree that in the event any action or court proceeding is brought by either party to enforce the obligations under this Agreement, the prevailing party shall be entitled to recover any reasonable attorney's fees together with court and collection costs.

k. All defined terms used in this Agreement, unless otherwise noted herein, shall have the definitions given to them in the Declaration. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Agreement, or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the required number and gender.

l. All notices, demands, requests and other writings required or permitted to be given hereunder shall be deemed duly given if delivered or if mailed by registered or certified mail, postage prepaid, addressed to the following:

If to Association:

If to Owner:

Either party shall have the right to specify in writing delivered to the other party another address to which subsequent notices or writings to such party shall be given. Any notice given hereunder shall be deemed to have been given as of the date delivered or mailed.

m. The Owner shall cause the proposed Improvements to be completed within three (3) months of the date the final approval of the Plans is given by the MANAGEMENT COMMITTEE. The proposed Improvements shall be completed in compliance with (a) the Plans approved by the MANAGEMENT COMMITTEE, (b) any other requirements imposed by the MANAGEMENT COMMITTEE, and (c) the Condominium Declaration for the Project. Construction work on the Proposed Improvements shall only be undertaken between the hours of 8:00 a.m. and 6:00 p.m. No work shall be done on Saturday or Sunday or a holiday. The

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CO. RECORDER

construction area shall be kept clean and safe. Neither construction work nor construction vehicles shall be allowed to obstruct the Project parking areas or the free flow of traffic through the Project. All construction waste shall be removed promptly and regularly from the Project by the construction contractor. No construction waste shall be placed in any Project dumpster or other Project refuse receptacle.

n. If any changes are made to the Plans following their submission to the MANAGEMENT COMMITTEE, the Owner shall promptly submit amended Plans to the MANAGEMENT COMMITTEE showing said changes. Failure to do so will render null and void any preliminary or final approval of the Plans issued by the MANAGEMENT COMMITTEE.

o. The Owner shall provide the MANAGEMENT COMMITTEE with "as built" plans and specifications within thirty (30) days after completion of the work.

p. The Owner shall cause the Proposed Improvements to be completed by a licensed contractor in compliance with all building code and other construction requirements of the City of Midvale, the State of Utah and all other public or quasi-public entities having jurisdiction over the Project and the construction of the Proposed Improvements.

q. The approval of the MANAGEMENT COMMITTEE of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

r. The MANAGEMENT COMMITTEE may authorize variances from compliance with any of the provisions of the design guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted Architectural Rules and Design Guidelines. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of the Declaration, or (c) estop the MANAGEMENT COMMITTEE from denying a variance in other circumstances. For purposes of this subsection, the inability to obtain approval of any governmental agency, the issuance of any permit or the terms of financing shall not be considered a hardship warranting a variance.

s. Neither the MANAGEMENT COMMITTEE nor any agent thereof or any of their employees, representatives or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of these Architectural Rules and Design Guidelines, nor for any structural or other defects in any work done according to such plans and specifications. In all events, the MANAGEMENT COMMITTEE and its members shall be defended and indemnified by the Association as provided herein.

t. Any construction, alteration, or other work done in violation of these Architectural Rules and Design Guidelines shall be deemed to be nonconforming. Upon written request from the MANAGEMENT COMMITTEE, Owners shall, at their own cost and expense, remove such

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CO. RECORDER

construction, alteration, or other work and shall restore the property to substantially the same condition as existed prior to the construction, alteration, or other work. Should an Owner fail to remove and restore the property as required hereunder, the MANAGEMENT COMMITTEE or its designees shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as existed prior to the construction, alteration or other work, without being guilty of trespass or invasion of privacy and all at Owner's expense.

IN WITNESS WHEREOF, the undersigned have set their hands this day and year first above written.

WATERSIDE HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Title:

[Signature]
OWNER

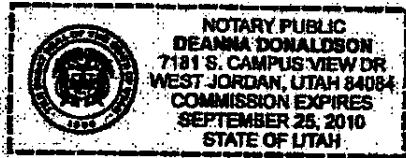
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9 day of February 2007, by Sean Worthington, President of the WATERSIDE HOMEOWNERS ASSOCIATION, INC.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires: 9/25/2010

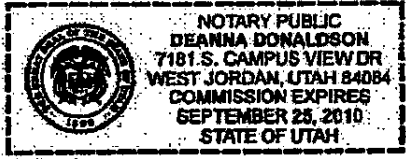
STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me this 9th day of February 2007, by John A. Watson.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires: 9/25/2010



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CO. RECORDER

EXHIBIT "D"
ENGINEER REPORTS, BUILDING PERMITS AND INSPECTION REPORT

L. R. NELSON CONSULTING ENGINEERS

Project Number: U912-003-051

August 14, 2006

John Watson
1206 Waterside Cove #32
Midvale, UT 84047

ATTENTION: Mr. John Watson

REFERENCE: UNIT 1206 #32
Attic Space at Loft

Mr. Watson:

Per your request we have reviewed the drawings and calculations for the above referenced project. Please be advised as follows:

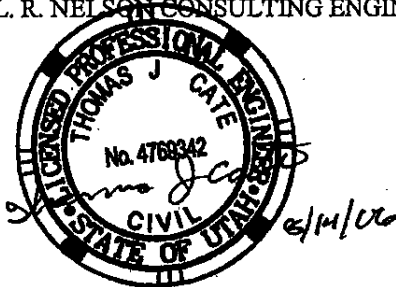
It is our understanding that the attic floor was not framed with the required 1/2" gap between the floor joists and the existing truss bottom chords. This gap was required to prevent the floor joists from transferring load to the existing trusses.

Further analysis indicates that the attic floor as currently framed is acceptable, but deflection of the existing trusses may cause cracking in the ceiling finish. We do not anticipate that this additional deflection will affect any common area or adjacent unit. Therefore, at the owner's discretion and risk, the attic may be approved as currently framed with the attic floor joists in contact with the existing truss bottom chords.

Please note that all other structural details shall be followed. L. R. Nelson Consulting Engineers has not visited the site to inspect the framing, and this letter shall not be considered as approval of any other condition or situation.

We hope this meets your needs. If you have any further questions regarding this matter, please contact this office at your convenience.

Sincerely,
L. R. NELSON CONSULTING ENGINEERS, L.L.C.



TJ Cate, P.E.
Project Manager

TJCatjc

LARRY R. NELSON, P.E.
GEORGE JACKLIN, P.E.
BRETT YOUNG, P.E., S.E.

• STRUCTURAL
ENGINEERING

NEVADA

L. R. NELSON
CONSULTING ENGINEERS, INC.
6765 West Russell Road, Suite 200
Las Vegas, NV 89118-1811

Phone 702 / 798-7978
FAX 702 / 451-2296
Email lrmelson@lrneng.com

UTAH

L. R. NELSON
CONSULTING ENGINEERS, L.L.C.
51 West 9000 South
Sandy, UT 84070-2008

Phone 801 / 565-8580
FAX 801 / 565-9340
Email structural@lrnslc.com

L. R. NELSON CONSULTING ENGINEERS

Project Number: U912-003-051

August 14, 2006

LARRY R. NELSON, P.E.

GEORGE JACKLIN, P.E.

BRETT YOUNG, P.E., S.E.

John Watson
1206 Waterside Cove #32
Midvale, UT 84047

ATTENTION: Mr. John Watson

REFERENCE: UNIT 1206 #32
Attic Space at Loft

• STRUCTURAL
ENGINEERING

Mr. Watson:

Per your request we have reviewed the drawings and calculations for the above referenced project. Please be advised as follows:

It is our understanding that the attic floor was not framed with the required 1/2" gap between the floor joists and the existing truss bottom chords. This gap was required to prevent the floor joists from transferring load to the existing trusses.

Further analysis indicates that the attic floor as currently framed is acceptable, but deflection of the existing trusses may cause cracking in the ceiling finish. We do not anticipate that this additional deflection will affect any common area or adjacent unit. Therefore, at the owner's discretion and risk, the attic may be approved as currently framed with the attic floor joists in contact with the existing truss bottom chords.

Please note that all other structural details shall be followed. L. R. Nelson Consulting Engineers has not visited the site to inspect the framing, and this letter shall not be considered as approval of any other condition or situation.

NEVADA

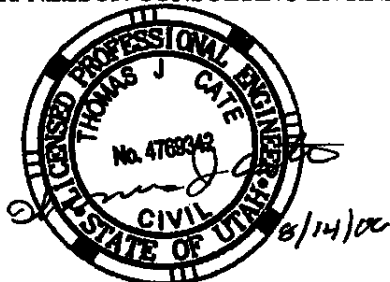
L. R. NELSON
CONSULTING ENGINEERS, INC.

5765 West Russell Road, Suite 200
Las Vegas, NV 89118-1811

Phone 702 / 798-7978
Fax 702 / 451-2296
Email lrnelson@lmeng.com

We hope this meets your needs. If you have any further questions regarding this matter, please contact this office at your convenience.

Sincerely,
L. R. NELSON CONSULTING ENGINEERS, L.L.C.



UTAH

L. R. NELSON
CONSULTING ENGINEERS, L.L.C.

57 West 9000 South
Candy, UT 84070-2008

Phone 801 / 565-8580
Fax 801 / 565-9340
Email structural@lrnslc.com

TJ Cate, P.E.
Project Manager

TJC/tjc

6/14

Inspection Requests: 801-545-4154
Code Questions: 801-557-6843
Building Dept. Fax: 801-545-4150
Zoning Questions: 801-545-4154
City Offices: 801-545-4154

CITY OF COTTONWOOD HEIGHTS
1265 E. Fort Union Blvd., #250, Cottonwood Heights, UT 84047
BUILDING PERMIT

(This application becomes a permit upon required approvals and acceptances of required fees.)

PERMIT #

016-0349

Residential Commercial (name of business to occupy space _____)

Date _____

Description of Work Sub floor on 1st of existing floor

Zone RM

New Addition Remodel Tenant Finish Move Building Pre-Inspection
 Demolitions (Health approval _____; Historic _____) Other _____

Minimum OR Setbacks See Approved Site Plan

Address _____

Front _____ Side _____

If named street, give coordinate location _____; Sidwell # 2029091056

Rear _____ Side _____

Subdivision _____ Lot # _____ Lot Size _____

Corner Lot

Owner _____ Phone 714-10219

Manufactured Home

Owner Address _____ City/ST _____ Zip _____

HAZARDS	Yes	No
Flood Plain	<input type="checkbox"/>	<input type="checkbox"/>
Fault Rupture	<input type="checkbox"/>	<input type="checkbox"/>
Liquefaction	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>

Applicant _____ Phone _____

Applicant Address _____ City/ST _____ Zip _____

CONTRACTOR/DESIGNERS

Name	State License #	Phone #
General <u>OWNER/BUILDER</u>	_____	_____
Electrical _____	_____	_____
Mechanical _____	_____	_____
Plumbing _____	_____	_____
Architect/Engineer _____	_____	_____

CARD FILE # _____

PERMIT TYPE	FEES
Building	_____
Gas Line	_____
Building Subtotal	<u>94.00</u>
Plan Check	<u>6.10</u>
Park Impact	_____
Electrical	_____
Mechanical	_____
Plumbing	_____
Grading	_____
Demolition	_____
Pre-Inspection	_____
State Surcharge	<u>1.94</u>
Fire	_____
Zoning Review	_____
Storm Water Impact Fee	_____
Transportation Impact Fee	_____
Prepaid PC	_____
Other	_____
TOTAL	<u>156.04</u>
Receipt # _____	_____
Rec'd by <u>EM</u> Date <u>6/14/16</u>	_____
Check # <u>1021</u>	_____

POOR COPY - CO. RECORDER

CHECK ONE

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I hereby certify that I have read and examined this permit and that the information provided by me is true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Applicant _____ Date _____ Please Print Name _____

Zoning Comments _____

Approved _____ Date 6/14/16

Building Code Comments Existing other space to be converted to storage area (floor)

Approved [Signature] Date 6/14/16

Valuation	\$ <u>0.00</u>
Type of Construction	<u>VR</u>
Occupant Load	<u>104</u>
Group/Division	<u>Storage Area</u>
Square Feet	<u>304</u>
Fire Sprinklers	Yes <input type="checkbox"/> No <input type="checkbox"/>

**CITY OF COTTONWOOD HEIGHTS
BUILDING INSPECTION REPORT**

(801) 545-4154
1265 East Fort Union Blvd. #250, Cottonwood Heights, Utah 84047

Inspection Requests 801-545-4154
Code Questions 801-557-6843
Building Dept. Fax 801-545-4150

Address: 1206 E. Waterside Cove
Date: 8-22-06

Permit No.: D6-0247
Phone: John 232-3455

74005.

after 3:00pm

Woodsy home 566-1509

Type	App.	Rej.	Result	Problems
Temp Pedestal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Re-fee \$ _____	<input type="checkbox"/> Approved plans/permit not available <input type="checkbox"/> Building locked/inaccessible <input type="checkbox"/> Other _____
SUB-ROUGH:			<input type="checkbox"/> Partial	
Footings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Re-inspection required	
Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Incomplete	
Electrical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Prior violations are not corrected	
Mechanical	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Prior violations corrected	
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>		
ROUGH:			Inspector: <u>Storck</u>	
<u>Building</u> ?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Comments: <u>DECKING FASTENED 3"-6" OC TO FLOOR FRAMING.</u>	
Electrical	<input type="checkbox"/>	<input type="checkbox"/>		
Mechanical	<input type="checkbox"/>	<input type="checkbox"/>		
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>		
Insulation	<input type="checkbox"/>	<input type="checkbox"/>		
Flashing	<input type="checkbox"/>	<input type="checkbox"/>		
Drywall	<input type="checkbox"/>	<input type="checkbox"/>		
Ceiling Grid	<input type="checkbox"/>	<input type="checkbox"/>		
Bond Beam	<input type="checkbox"/>	<input type="checkbox"/>		
Gas Line	<input type="checkbox"/>	<input type="checkbox"/>		
Shear Nail	<input type="checkbox"/>	<input type="checkbox"/>		
Stucco Lath	<input type="checkbox"/>	<input type="checkbox"/>		
Other	<input type="checkbox"/>	<input type="checkbox"/>		
FINAL:				
Building	<input type="checkbox"/>	<input type="checkbox"/>		
Electrical	<input type="checkbox"/>	<input type="checkbox"/>		
Power to Panel:				
*No. of meters ()	<input type="checkbox"/>	<input type="checkbox"/>		
Mechanical	<input type="checkbox"/>	<input type="checkbox"/>		
Plumbing	<input type="checkbox"/>	<input type="checkbox"/>		
Insulation	<input type="checkbox"/>	<input type="checkbox"/>		
Grading	<input type="checkbox"/>	<input type="checkbox"/>		
ZONING:				
Short Term Rental	<input type="checkbox"/>	<input type="checkbox"/>		
Bond Release	<input type="checkbox"/>	<input type="checkbox"/>		
Inspection	<input type="checkbox"/>	<input type="checkbox"/>		

***NOTE: Final approval of power/occupancy is subject to office review and approval.**

COMPLIANCE ORDER A determination has been made that you are in violation of the requirements listed above. If these violations are not corrected within two (2) business days, or resolved by meeting with the Building Official or his authorized representative within two (2) business days, further action may be taken which could result in the issuance of a stop work order. You may contact the Building Official at the above address and phone number. If you proceed with this project without resolving these violations, you do so at your own risk.

STOP WORK This stop work order is issued pursuant to Section 114.1 of the International Building Code/International Residential Code. For instructions regarding compliance with or appeal of this order you must contact the Building Official at the above address or phone number within 10 days of the date hereof.

Inspection Requests: 801-545-4154
 Code Questions: 801-557-6843
 Building Dept. Fax: 801-545-4150
 Zoning Questions: 801-545-4154
 City Offices: 801-545-4154

CITY OF COTTONWOOD HEIGHTS
 1265 E. Fort Union Blvd., #250, Cottonwood Heights, UT 84047
BUILDING PERMIT

PERMIT #

016-0249

(This application becomes a permit upon required approvals and acceptances of required fees.)

Residential Commercial (name of business to occupy space _____)

Date 6/15/06

Description of Work Sub floor on top of existing floor

Zone KM

New Addition Remodel Tenant Finish Move Building Pre-Inspection
 Demolitions (Health approval _____; Historic _____) Other _____

Minimum OR Setbacks See Approved Site Plan

Address _____

Front _____ Side _____

If named street, give coordinate location _____ Sidwell # 2029079056

Rear _____ Side _____

Subdivision _____ Lot # _____ Lot Size _____

Corner Lot

Owner _____ Phone 514-1519

Manufactured Home

Owner Address _____ City/ST _____ Zip _____

HAZARDS Yes No

Applicant _____ Phone _____

Flood Plain

Applicant Address _____ City/ST _____ Zip _____

Fault Rupture

Liquefaction

CONTRACTOR/DESIGNERS

Name	State License #	Phone #
General <u>Owner/Builder</u>		
Electrical _____		
Mechanical _____		
Plumbing _____		
Architect/Engineer _____		

CARD FILE # _____

CHECK ONE

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Signature of Applicant _____ Date _____ Please Print Name _____

PERMIT TYPE FEES

Building	()
Gas Line	()
Building Subtotal	<u>94.00</u>
Plan Check	<u>61.00</u>
Park Impact	()
Electrical	()
Mechanical	()
Plumbing	()
Grading	()
Demolition	()
Pre-Inspection	()
State Surcharge	<u>.94</u>
Fire	()
Zoning Review	()
Storm Water Impact Fee	()
Transportation Impact Fee	()
Prepaid PC	()
Other	()

Zoning Comments _____

TOTAL \$156.04
 Receipt # 2006-06-15
 Rec'd by SM Date 6-19-06
 Check # 103

Approved [Signature] Date 6/16/06

Valuation \$ 400,000

Building Code Comments Existing attic space to be converted to storage area (Floor)

Type of Construction V13

Occupant Load N/A

Group/Division Storage Attic Square Feet 304

Approved [Signature] Date 6/14/06

Fire Sprinklers Yes No

- POOR COPY -
CO. RECORDER