

Recording requested by and
when recorded please return to:

Callister Nebeker & McCullough
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Parkview Plaza One
2180 South 1300 East, Suite 600
Salt Lake City, Utah 84106

Association's Address:

Superior Point Condominiums
Association of Unit Owners
C/o Canyon Services
Box 920025
Snowbird, Utah 841092

11306206
12/30/2011 10:48 AM \$34.00
Book - 9978 Pg - 6681-6688
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CALLISTER NEBEKER & MCCULLOUGH
10 E SOUTH TEMPLE STE 900
SLC UT 84133
BY: ZJM, DEPUTY - WI 8 P.

Parcel No. 3006-4050020000 ,

SPACE ABOVE FOR RECORDER'S USE ONLY

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE SUPERIOR POINT CONDOMINIUMS

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE SUPERIOR POINT CONDOMINIUMS (this "Amendment") is executed this 9 day of December, 2011, by the undersigned members of the Management Committee of Superior Point Condominiums Association of Unit Owners, a Utah nonprofit corporation.

RECITALS

A. That certain Declaration of Condominium of the Superior Point Condominiums (the "Declaration") was recorded on April 13, 1990 in the office of the Salt Lake County Recorder, as Entry No. 4904834, Book 6212, pages 2486-2536, as amended, together with a Record of Survey Map (the "Map") as Entry No. 4904833, thereby creating Superior Pont Condominiums, an Expandable Condominium (the "Project").

B. The Project's Owners approved certain additions and improvements to certain of the Units in the Project, which resulted in changes to the square footage size of certain of the Units.

C. Following the completion of said additions and improvements, the Management Committee of the Association caused the Units to be remeasured, which new measurements are reflected in the Amended Table of Units, Size, Undivided Ownership Interests and Votes attached hereto as Amended Appendix A and incorporated herein by this reference (the "Amended Appendix A").

D. The Unit Owners desire to amend the Declaration to delete the existing table of units, square footage and share of ownership of the common areas and facilities of the Project attached as Appendix A to the Declaration (the "Original Appendix A"), and to replace it with the Amended Appendix A.

NOW, THEREFORE, in consideration of the recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Replacement of Appendix A. The Original Appendix A is hereby amended so as to delete said Original Appendix A as it presently appears and to substitute therefore the Amended Appendix A attached hereto as Exhibit A.

2. Definitions. For purposes of this Amendment, the definitions set forth in the Declaration and the Utah Condominium Ownership Act, Utah Code Ann., § 57-8-1, *et seq.*, shall be applicable except to the extent amended hereby. Any definitions not defined in the Declaration or in this Amendment shall have the meaning set forth in the Utah Condominium Ownership Act.

3. Consent of Owners of Altered Units. The requisite 100% affirmative vote or approval and consent of the Owners has been obtained in compliance with Sections 9.1 and 23 of the Declaration.

4. Application of Amendment. The amendments adopted hereby are intended to amend the Declaration and this Amendment shall be controlling in resolving any conflicts between this Amendment and the Declaration to the extent any other provisions of the Declaration are inconsistent herewith. This Amendment shall be binding upon and inure to the benefit of all of the Unit Owners, their Mortgagees, lessees, successors and assigns.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each party hereto agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signatures of the other parties hereto. Original executed signature pages will be exchanged by the parties promptly after such facsimile signature pages are sent.

6. Declaration Remains in Force. Except as herein modified, all other terms of the Declaration, as previously amended, shall remain in full force and effect.

DATED the day and year first above written.

MANAGEMENT COMMITTEE OF
SUPERIOR POINT CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

By: John X. Watson
John X. Watson, Management Committee Member

By: _____
Steve Mason, Management Committee Member

By: _____
Ron Ferrin, Management Committee Member

STATE OF ~~UTAH~~ Florida
:SS.
COUNTY OF ~~SALT LAKE~~ Okaloosa

The foregoing instrument was acknowledged before me this 9 day of December, 2011,
by John X. Watson, a member of the management committee of Superior Point Condominiums Association
of Unit Owners.

NOTARY PUBLIC-STATE OF FLORIDA
June L. Gibson
Commission # DD796948
Expires: JUNE 16, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

June L. Gibson
June L. Gibson NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2011,
by Steve Mason, a member of the management committee of Superior Point Condominiums Association of
Unit Owners.

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2011,
by Ron Ferrin, a member of the management committee of Superior Point Condominiums Association of
Unit Owners.

NOTARY PUBLIC

NOW, THEREFORE, in consideration of the recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Replacement of Appendix A. The Original Appendix A is hereby amended so as to delete said Original Appendix A as it presently appears and to substitute therefore the Amended Appendix A attached hereto as Exhibit A.

2. Definitions. For purposes of this Amendment, the definitions set forth in the Declaration and the Utah Condominium Ownership Act, Utah Code Ann., § 57-8-1, *et seq.*, shall be applicable except to the extent amended hereby. Any definitions not defined in the Declaration or in this Amendment shall have the meaning set forth in the Utah Condominium Ownership Act.

3. Consent of Owners of Altered Units. The requisite 100% affirmative vote or approval and consent of the Owners has been obtained in compliance with Sections 9.1 and 23 of the Declaration.

4. Application of Amendment. The amendments adopted hereby are intended to amend the Declaration and this Amendment shall be controlling in resolving any conflicts between this Amendment and the Declaration to the extent any other provisions of the Declaration are inconsistent herewith. This Amendment shall be binding upon and inure to the benefit of all of the Unit Owners, their Mortgagees, lessees, successors and assigns.

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6. Declaration Remains in Force. Except as herein modified, all other terms of the Declaration, as previously amended, shall remain in full force and effect.

DATED the day and year first above written.

MANAGEMENT COMMITTEE OF
SUPERIOR POINT CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

By: _____
John X. Watson, Management Committee Member

By: _____
Steve Mason, Management Committee Member

By: 
Ron Ferrin, Management Committee Member

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2011,
by John X. Watson, a member of the management committee of Superior Point Condominiums Association
of Unit Owners.

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2011,
by Steve Mason, a member of the management committee of Superior Point Condominiums Association of
Unit Owners.

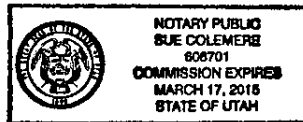
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 23 day of Dec., 2011,
by Ron Ferrin, a member of the management committee of Superior Point Condominiums Association of
Unit Owners.

Sue Colemere

NOTARY PUBLIC



NOW, THEREFORE, in consideration of the recitals, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Replacement of Appendix A. The Original Appendix A is hereby amended so as to delete said Original Appendix A as it presently appears and to substitute therefore the Amended Appendix A attached hereto as Exhibit A.

2. Definitions. For purposes of this Amendment, the definitions set forth in the Declaration and the Utah Condominium Ownership Act, Utah Code Ann., § 57-8-1, *et seq.*, shall be applicable except to the extent amended hereby. Any definitions not defined in the Declaration or in this Amendment shall have the meaning set forth in the Utah Condominium Ownership Act.

3. Consent of Owners of Altered Units. The requisite 100% affirmative vote or approval and consent of the Owners has been obtained in compliance with Sections 9.1 and 23 of the Declaration.

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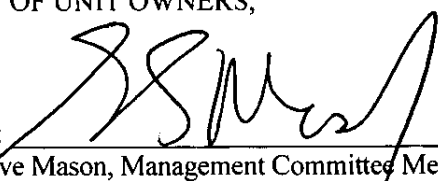
5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each party hereto agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signatures of the other parties hereto. Original executed signature pages will be exchanged by the parties promptly after such facsimile signature pages are sent.

6. Declaration Remains in Force. Except as herein modified, all other terms of the Declaration, as previously amended, shall remain in full force and effect.

DATED the day and year first above written.

MANAGEMENT COMMITTEE OF
SUPERIOR POINT CONDOMINIUMS ASSOCIATION OF UNIT OWNERS,
a Utah nonprofit corporation

By: _____
John X. Watson, Management Committee Member

By:  _____
Steve Mason, Management Committee Member

By: _____
Ron Ferrin, Management Committee Member

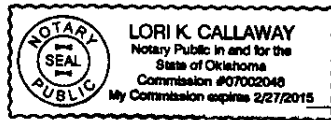
STATE OF UTAH)
) :SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by John X. Watson, a member of the management committee of Superior Point Condominiums Association of Unit Owners.

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 22 day of December, 2011, by Steve Mason, a member of the management committee of Superior Point Condominiums Association of Unit Owners.



Lori K. Callaway

NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this ___ day of _____, 2011, by Ron Ferrin, a member of the management committee of Superior Point Condominiums Association of Unit Owners.

NOTARY PUBLIC

AMENDED APPENDIX A

(Amended Table of Units, Size, Undivided Ownership Interests, Votes)

<u>UNIT NO.</u>	<u>SIZE</u> (Square Feet)*	<u>UNDIVIDED</u> <u>OWNERSHIP</u> <u>INTERESTS</u> (Percentage)	<u>VOTES</u>
1A	1999	6.6212%	6.6212
1B	1916	6.3463%	6.3463
1C	1924	6.3728%	6.3728
1D	2220	7.3532%	7.3532
2E	2230	7.3863%	7.3863
2F	2208	7.3134%	7.3134
2G	1936	6.4125%	6.4125
3H	3813	12.6296%	12.6296
3I	3748	12.4143%	12.4143
4J	4637	15.3589%	15.3589
4K	3560	11.7915%	11.7915
		100.00%	100

*Size has been determined on the basis of the approximate number of square feet of floor space within each respective Unit, as shown on the Plat and rounded off.