

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
WATERSIDE CONDOMINIUMS**

This Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Waterside Condominiums (hereinafter "Third Amendment") hereby amends that certain Declaration of Covenants, Conditions, and Restrictions for Waterside Condominiums recorded December 8, 1989, as Entry No. 4857808 in the office of the Salt Lake County Recorder, as amended ("Declaration"), and is hereby adopted by the Management Committee ("Board") for Waterside Condominium Owners' Association ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Salt Lake Recorder's Office.

RECITALS:

- A. This Third Amendment affects and concerns the real property located in Salt Lake County, Utah, and more particularly described in the attached **Exhibit "A"** ("Property"):
- B. On or about August 12, 1989, Waterside Condominiums Plat was recorded as Entry No. 4857807 in the office of the Salt Lake County Recorder.
- C. On or about December 8, 1989, a Declaration of covenants, Conditions and Restrictions for Waterside Condominiums was recorded as Entry No. 4857808 in the office of the Salt Lake County Recorder.
- D. On or about September 14, 1995, a First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Waterside Condominiums ("First Amendment") was recorded as Entry No. 6165487 in the office of the Salt Lake County Recorder.
- E. On or about August 5, 2008, an Amendment to the Declaration of Covenants, Conditions, and Restrictions for Waterside Condominiums ("Second Amendment") was recorded as Entry No. 10492635 in the office of the Salt Lake County Recorder.

CERTIFICATION

By signing below, the Board hereby certifies that the Association, pursuant Article 14.04 of the Declaration, obtained the approval or written consent of Owners holding at least 51% of the total voting interest in the Association, approving, and consenting to the recording of this Third Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Board of the Association hereby makes and executes this Third Amendment, which shall be effective as of its recording date.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this Third Amendment, the Declaration, as amended, remain in full force and effect without modification.
3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the Third Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Third Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this Third Amendment and the provisions of the Declaration or any prior amendments, the provisions of this Third Amendment shall in all respects govern and control. In the case of any existing provision with the Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Third Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Third Amendment.

AMENDMENT

6. Articles 8.03(9) shall be added to the Declaration, as follows:
 - (9) Reinvestment Fee Covenant. As of the date of this Reinvestment Fee Covenant, the Association shall levy a one-time reinvestment fee to be paid to the Association when a change in ownership or transfer of a Unit occurs in the amount one-half of one percent (0.005) of the gross sales price of the Unit. The Management Committee (or "Board of Directors") shall set by resolution or rule the amount of the Reinvestment Fee stated above and shall record a Notice of Reinvestment Fee. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the administration, maintenance, and operations of the Association's Common Areas and facilities and Association expenses.

EXHIBIT "A"
Legal Description

EXHIBIT "A"
[Legal Description of the Property]

All Units as shown in the Record of Survey Map for Waterside Condominiums, a Condominium Project appearing in the Records of the County Recorder of Salt Lake County, Utah, as Entry No. 4857807 in Book 89-12, at Page 117, and as defined and described in the Declaration of Covenants, Conditions, and Restrictions and Bylaws of the Waterside Condominiums, recorded in Salt Lake County, Utah, on December 8, 1989 as Entry No. 4857808, in Book 6182 at Page 1153, together with all undivided interests in the General Common Areas and the exclusive right to use and occupy the Limited Common Areas appurtenant to such Units as described on such record of Survey Map.

Property more particularly described as follows:

Beginning at the Southeast corner of the Union and Jordan Headgate and on the Left Bank of Little Cottonwood Creek, said point being South 89 degrees 46'05" West 679.14 feet and North 33.14 feet from the Southeast corner of the Northeast Quarter of Section 29, T2S, R1E, S.L.B. & M. and running thence along the North Bank of the Union Water Ditch the following (11) courses: North 8 degrees 31'54" West 50.38 feet; thence North 38 degrees 44'15" West 28.27 feet; thence North 51 degrees 19'21" West 49.21 feet; thence North 51 degrees 54'05" West 49.25 feet; thence North 57 degrees 40'54" West 57.17 feet; thence North 30 degrees 47'02" West 79.48 feet; thence North 70 degrees 03'14" West 57.98 feet; thence North 76 degrees 59'58" West 27.61 feet; thence North 46 degrees 35'05" West 24.79 feet; thence North 34 degrees 54'49" West 106.52 feet; thence North 8 degrees 18' West 54.68 feet; thence leaving the North bank of the Union Water Ditch North 72 degrees 05" East 51.05 feet to a point on the East bank of The Caboon and Maxfield Ditch; thence along the East bank the following (6) courses: North 0 degrees 11'38" West 58.88 feet; thence North 7 degrees 33'38" West 50.34 feet; thence North 15 degrees 24'20" West 82.55 feet; thence North 27 degrees 32'03" West 63.86 feet; thence North 32 degrees 50'39" West 61.78 feet; thence North 22 degrees 13'39" West 51.89 feet to the Eastern boundary line of 1300 East Street; thence along said Eastern boundary North 31 degrees 52'27" East 216.50 feet to the centerline of Little Cottonwood Creek; thence along said centerline the following (12) courses: South 41 degrees 48'53" East 89.06 feet; thence South 45 degrees 33'47" East 95.18 feet; thence South 47 degrees 49'58" East 97.52 feet; thence South 40 degrees 53'15" East 108.02 feet; thence South 33 degrees 49'05" East 106.07 feet; thence South 35 degrees 43'38" East 112.03 feet; thence South 31 degrees 12'01" East 91.59 feet; thence South 26 degrees 24'13" East 72.05 feet; thence South 54 degrees 03'01" East 112.37 feet; thence South 21 degrees 29'55" West 154.80 feet; thence South 24 degrees 26'46" West 134.53 feet; thence South 79 degrees 42'32" West 147.09 feet to the point of beginning. Less and excepting therefrom the property described in that certain Warranty Deed (Limited Partnership) to Salt Lake County, Utah, executed Nov. 14, 1985 and recorded Dec. 6, 1985 as Entry No. 4172872, in Book 5715, at Page 1626, of Official Records and more particularly described as follows: A parcel of land for public highway purposes known as Project No. CJ-82-2010, to wit: said Parcel of land situated in the Southeast Quarter of the Northeast Quarter of Section 29, T2S, R1E, S.L.B. & M. described as follows: Beginning at a point on the existing East right-of-way of 1300 East Street, which point is also the Southwest corner of the Grantors property, said point being 807.37 feet North and 1107.57 feet West from the East Quarter corner of said Section 29, and running thence North 31 degrees 52'27" East 216.50 feet along said existing right-of-way line to the North line of Grantors property; thence South 41 degrees 48'53" East 28.13 feet along said North line to a point which is easterly 27.00 feet and perpendicular from the existing right-of-way line; thence South 31 degrees 52'27" West 228.14 feet (South 31 degrees 42'52" West-Calculated) along a line which is parallel to said existing right-of-way line, to a point on the South line of Grantors property; thence North 22 degrees 13'39" West 33.33 feet along said South line to the point of beginning.

Tax I.D. Nos.

22-29-279-001-0000	22-29-279-065-0000	22-29-279-118-0000
22-29-279-134-0000	22-29-279-066-0000	22-29-279-119-0000
22-29-279-135-0000	22-29-279-067-0000	22-29-279-120-0000
22-29-279-002-0000	22-29-279-068-0000	22-29-279-121-0000
22-29-279-003-0000	22-29-279-069-0000	22-29-279-122-0000
22-29-279-004-0000		22-29-279-123-0000
22-29-279-005-0000	22-29-279-070-0000	22-29-279-124-0000
22-29-279-006-0000	22-29-279-071-0000	22-29-279-125-0000
22-29-279-007-0000	22-29-279-072-0000	22-29-279-126-0000
22-29-279-008-0000	22-29-279-073-0000	22-29-279-127-0000
22-29-279-009-0000	22-29-279-074-0000	22-29-279-128-0000
22-29-279-010-0000	22-29-279-075-0000	22-29-279-129-0000
22-29-279-011-0000	22-29-279-076-0000	22-29-279-130-0000
22-29-279-012-0000	22-29-279-077-0000	22-29-279-131-0000
22-29-279-013-0000	22-29-279-078-0000	22-29-279-132-0000
22-29-279-014-0000	22-29-279-079-0000	22-29-279-133-0000
22-29-279-015-0000	22-29-279-080-0000	
22-29-279-016-0000	22-29-279-081-0000	
22-29-279-017-0000	22-29-279-082-0000	
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22-29-279-019-0000	22-29-279-084-0000	22-29-279-047-0000
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	22-29-279-087-0000	22-29-279-050-0000
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