

When recorded return to:

Elwood P. Powell
Christensen, Jensen & Powell
900 Kearns Building
Salt Lake City, UT 84101

Mail Tax Notice to:

Arthur D. Peterson
3046 Van Buren
Ogden, UT 84403

Recorded DEC 10 1985 Filing No. 32896
At 1:06 ~~PM~~ in Book B5 Page 456
Fee 16.00 Debra L. Ames, Rich County Recorder
Requested By Christensen, Jensen & Powell

AMENDMENT NO. 1 TO

THE ENABLING DECLARATION

OF

SWEETWATER PARK BEACH RESORT CONDOMINIUM PROJECT NO. 1

THIS AMENDMENT NO. 1 is made and executed this 30th day of November, 1985 by the Management Committee of Sweetwater Park Beach Resort Condominium Project No. 1 (the "Committee").

R E C I T A L S

A. WHEREAS, the Enabling Declaration of Sweetwater Park Beach Resort Condominium Project No. 1 was made and execute on the 20th day of September 1972, and recorded September 22, 1972 as Entry No. F12,863 in Book H2 at Page 343 in the official Records of Rich County, State of Utah, for the purpose of creating a condominium project consistent with the provisions thereof (the "Project") upon certain real property located in Rich County, State of Utah as more particularly described as follows:

BUILDING "A" PARCEL: Beginning at a point which lies North 799.71 ft. and East 401.33 ft. from the SE corner of Section 33, T. 14 N., R. 5 E., SLB&M and running thence North
68 18'42" West 146.74 ft.; thence North
21 41'18" East 67.45 ft.; thence South
68 18'42" East 19.30 ft.; thence North
21 41'18 East 15.00 ft.; thence North
67 19'46" East 33.69 ft.; thence South
68 18'42" East 103.36 ft.; thence South
21 41'18" West 106.00 ft. to the point of

beginning. Also beginning at a point which lies North 753.67 ft. and East 395.93 ft. from the SE corner of Section 33 T. 14 N., R. 5 E., SLB&M and running thence North 21 41'18" East 20.00 ft.; thence South 68 18'42" East 45.00 ft.; thence South 21 41'18" West 20.00 ft.; thence North 68 18'42" West 45.00 ft. to the point of beginning. Containing a total area of 0.35 acres more or less.

BUILDING "B" PARCEL: Beginning at a point which lies North 550.58 ft. and East 522.33 ft. from the SE corner of Section 33, T. 14 N., R. 5 E., SLB&M and running thence North 21 41'18" East 114.95 ft.; thence South 68 18'42" East 360.75 ft.; thence South 21 41'18" West 145.95 ft.; thence North 68 18'42" West 63.00 ft.; thence South 21 41'18" West 24.00 ft.; thence North 68 18'42" West 144.00 ft.; thence North 21 41'18" East 24.00 ft.; thence North 68 18'42" West 72.75 ft.; thence North 21 41'18" East 31.00 ft.; thence North 68 18'42" West 81.00 ft. to the point of beginning. Containing 1.23 acres more or less.

TOGETHER WITH: a nonexclusive right-of-way for ingress and egress over the following described land: Beginning at a point which lies North 401.54 ft. and East 365.38 ft. from the SE corner of Section 33, T. 14 N., R. 5 E., S.L.B.&M. and running thence North 15 54'30" East 81.52 ft.; thence North 21 41'18" East 115.38 ft.; thence South 68 18'42" East 52.96 ft.; thence North 21 41'18" East 122.00 ft.; thence North 68 18'42" West 170.50 ft.; thence North 21 41'18" East 64.77 ft.; thence South 68 18'42" East 12.00 ft.; thence South 21 41'18" West 44.77 ft.; thence South 68 18'42" East 184.50 ft.; thence South 21 41'18" West 142.00 ft.; thence South 68 18'42" East 101.00 ft.; thence South 21 41'18" West 31.00 ft.; thence South 68 18'42" East 72.75 ft.; thence South 21 41'18" West 24.00 ft.; thence South 68 18'42" East 144.00 ft.; thence North 21 41'18" East 24.00 ft.; thence South 68 18'42" East 68.00 ft.; thence South 21 41'18" West 27.41 ft.; thence North 86 45'00" West 71.43 ft.; thence North

68 18'42" West 154.23 ft.; thence North
49 44'45" West 172.74 ft.; thence North
68 18'42" West 55.96 ft.; thence South
21 41'18" West 88.22 ft.; thence South
15 54'30" West 80.31 ft.; thence North
74 14'21" West 23.00 ft. to the point of
beginning containing 0.63 acres more or less.

PARTS OF CERTAIN DEDICATED STREETS or roads comprise portions (hereinafter referred to as the "Conflict Areas") of the tract contained within the immediately preceding right-of-way description. With respect to each of the Conflict Areas, the right-of-way created above is SUBJECT TO any and all rights which may exist by virtue of such Conflict Area comprising part of a dedicated street or road. Declarant currently has underway before the Board of County Commissioners of Rich County, Utah, proceedings seeking vacation of the streets or roads containing the Conflict Areas. Any title to the Conflict Areas now held or hereafter acquired by Declarant, including any title obtained through the referenced vacation proceedings, shall in all respects be subject to the right-of-way for ingress and egress created herein.

RESERVED FROM THE FOREGOING SUBMISSION are all presently existing or to be constructed sewer lines and water mains located beyond or outside the buildings contained within the Project.

ALSO RESERVED FROM THE FOREGOING SUBMISSION are such easements and rights of ingress and egress over, across, through, and under the above-described Parcel and any improvements now or hereafter constructed thereon as may be necessary for Declarant to fully develop, in any manner it may desire, all real property within a radius of five miles from the Project in which Declarant presently has, or in the future may obtain an interest. If, pursuant to this reservation, the above-described Parcel or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall terminate 20 years after the date on which this Declaration is filed for record.

THE ABOVE-DESCRIBED TRACTS, EASEMENTS, AND INTERESTS ARE SUBJECT TO all Patent reservations and exclusions; all visible easements and rights-of-way; all easements and rights-of-way of record; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which presently does or in the future may traverse or partially occupy the above-described Parcel; and all easements necessary for ingress to, egress from maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

The said Enabling Declaration of Sweetwater Park Beach Resort Condominium Project No. 1, together with any and all amendments thereto, is herein referred to as the "Declaration".

B. WHEREAS, the Declaration provides for a governing body known as the Management Committee which is empowered to regulate and manage the Project in accordance with the Declaration.

C. WHEREAS, it has been determined that the method of governing the project should be changed from a Management Committee, as provided in the Declaration, to that of a non-profit corporation governed by a Board of Trustees, and to make other changes to the Declaration.

D. WHEREAS, it has also been determined that it is in the best interest of the owners of the condominiums within the Project that said non-profit corporation also govern adjacent phases of the Project which adjacent phases are known as Sweetwater Park Beach Resort Condominium Project No. 2, and Sweetwater Park Beach Resort Condominium Project No. 3.

E. WHEREAS, this Amendment has been duly presented and adopted by a vote of the owners of the condominiums within the Project as required under the provisions of the Declaration.

F. WHEREAS, the Management Committee is empowered and directed under Article III of the Declaration to execute and record any instrument setting forth amendments to the Declaration.

THEREFORE, the Enabling Declaration of Sweetwater Park Beach Resort Condominium Project No. 1 is hereby amended as follows:

1. Paragraph 4 of Article I. Definitions is hereby deleted and replaced with the following paragraph:

4. Management Committee and Committee shall mean and refer to the Ideal Beach Condominium Homeowners Association, Inc., a Utah non-profit corporation.

2. Article I. Definitions is hereby amended to add the following new paragraph which shall read as follows:

13. Member or Membership shall refer to the status in the Association of a Unit Owner or Owner. Each Owner shall automatically be a Member of the Association. Each Membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Project cannot be separated from Membership in the Association appurtenant thereto and any devise, conveyance or other disposition of a Unit shall be construed to be a devise, conveyance or other disposition, respectively, of the Owner's Membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association and Membership in the Association may not be transferred except in connection with the transfer of a Unit. Membership is mandatory and shall begin immediately upon becoming an Owner. Membership shall terminate immediately upon ceasing to be an Owner. If title to a Unit is held by more than one person, the Membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Unit is held. Notwithstanding any applicable theory relating to a mortgage, trust deed, or like instrument, the Owner shall not be a mortgagee, or trustee, or beneficiary under a trust deed, unless and until such person or entity has acquired the fee title pursuant to foreclosure or any arrangement or proceeding in lieu thereof. Each Owner's Membership interest (and corresponding voting interest) is set forth in Exhibit "B" which is attached hereto and incorporated herein. No Owner, whose fees and assessments are 90 days or more delinquent as of the record date, may vote. Each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner.

3. Paragraph 6 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

6. Permissible Use of Units and Common Areas. Home Units are intended to be used for residential housing and are restricted to such use. No Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Unit, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Unit Owner, or in a way which would result in an increase in the cost of any insurance covering the Project as a whole. The Common Areas and Facilities shall be used only in a

manner consistent with their community nature. No animals or pets shall be kept or allowed in any Unit or in any part of the Common Areas and Facilities. The Management Committee shall adopt a schedule of fines and penalties to ensure compliance with this paragraph, and with such other House Rules and Regulations as it may from time to time adopt. All such fines and penalties shall be a common expense of the Unit Owner or Owners against whom it is assessed.

4. Paragraph 8 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

8. Ideal Beach Condominium Homeowners Association, Inc. The condominium project shall be managed, operated and maintained by the Ideal Beach Condominium Homeowner's Association, Inc. (the "Association"), a Utah non-profit corporation. Any instrument executed by the Association that recites facts which, if true, would establish the Association's power and authority to accomplish through such instrument what is purported to be accomplished thereby shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

5. Paragraph 10 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

10. Composition of Management Committee Board of Trustees. The composition of the Board of Trustees of the Management Committee shall be set forth in the Management Committee's Articles of Incorporation.

6. Paragraph 11 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

11. Committee Officers and Agents. The officers and agents of the Management Committee shall be set forth in the Management Committee's Bylaws.

7. Paragraph 12 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

12. Management Committee Board of Trustees Meetings. The Management Committee Bylaws shall provide for the holding of annual and special meetings of its Board of Trustees.

8. Paragraph 13 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

13. Owners and Members Meetings. The annual meeting of the Unit Owners and Members shall be held on a day and at a time to be designated by the Management Committee in May of each year. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be at a location in the State of Utah specified in the notice of meeting. At least 10 days before the day of the regular meeting a written notice thereof shall be personally delivered or mailed postage prepaid to each Unit Owner and Member at his last known address. Such notice shall state the time, place, and general purpose of the meeting. Special meeting of the Owners and Members may be called by the President of the Management Committee, by a majority of the Management Committee Trustees or by the Unit Owners and Members cumulatively holding at least one-fourth of the undivided ownership interest in the Project. At least ten days before the date set for the special meeting written notice such as that described for the annual meeting shall be personally delivered or mailed postage prepaid to each Unit Owner and Member at his last known address. No notice of any Owners and Members meeting shall be required if a waiver of such notice is signed by all of the Owners and Members. Whenever all the Owners and Members meet in person or by proxy such meeting shall be valid for all purposes. A quorum for the transaction of business at an Owners and Members meeting shall consist of 25% of all the undivided ownership interests in the Project. In the event a quorum is not present at an Owners and Members meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than 48 hours, and no later than 30 days, after the time set for the original meeting. No notice of such rescheduled meeting shall be required. A quorum for the transaction of business at any rescheduled meeting shall be 20% of all the undivided ownership interests in the Project.

9. The following unnumbered paragraph in Paragraph 18 of Article III. Covenants, Conditions, and Restrictions is deleted:

(b) All policies shall be written by a company holding a rating of "AA" or better from Best's Insurance Reports.

and the following unnumbered paragraph is substituted therefore in its entirety:

(b) All policies shall be written by a company holding a rating of "AXII" or better from Best's Insurance Reports.

10. Paragraph 22 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

22. Relationship with Balance of Development. Declarant has been engaged in the development of a recreational area known as Sweetwater Park (the "Development"). The Development is located near Bear Lake and is situated in Rich County, State of Utah. Sweetwater Park Beach Resort Condominium Project No. 1 comprises a portion of the Development. Ownership of a Unit carries with it access to and the right to the use and enjoyment of the marina and other resort and recreational facilities in the Development owned by Declarant in accordance with such rules and regulations as may be established from time to time by Declarant and upon paying such reasonable dues or charges, if any, as may be required by Declarant. The recreational and other rights in the Development have been modified as a result of the Declarant's bankruptcy, Bankruptcy No. 83-A-02584, United States Bankruptcy Court for the District of Utah, Central Division. The Bankruptcy Court proceedings and Orders which specifically affect these rights are:

- (a) Stipulation in Partial Settlement of the Claims of First Security Bank of Utah, N.A. dated May 31, 1984, and filed with the court on June 2, 1984.
- (b) Order Approving Stipulation in Partial Settlement of the Claims of First Security Bank of Utah, N.A. and Vacating Automatic Stay signed and entered by the court on June 5, 1984.
- (c) Debtors Second Modified Amended Joint Plan of Reorganization filed on June 8, 1984, confirmed by Order entered on June 8, 1984, and declared effective by Order dated June 19, 1984.

Copies of these documents can be inspected at the principal office of the Management Committee.

11. Paragraph 23 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

23. Amendment. Except as provided below, the vote of at least $66 \frac{2}{3}\%$ of the undivided ownership interests in the Common Areas and Facilities shall be required to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Committee

shall certify that the vote required by this Paragraph for amendment has occurred.

12. Paragraph 27 of Article III. Covenants, Conditions, and Restrictions is deleted and replaced with the following paragraph:

27. Agent for Service of Process. The registered agent of the Management Committee is the person authorized to receive service of process in all instances specified by the Act.

13. The effective date of this Amendment should be the date on which it is filed for record with the Office of the Recorder of Rich County, State of Utah.

IN WITNESS WHEREOF, the Committee has executed this instrument this 30th day of November, 1985.

ATTEST:

Management Committee of
Sweetwater Park Resort
Condominium Project No. 1

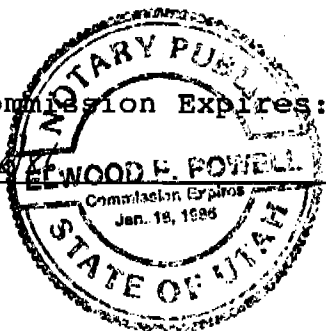
Jerry Lindquist
Secretary

By Arthur D. Peterson
President

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

On the 30th day of November, 1985, personally appeared before me Arthur D. Peterson and Jerry Lindquist who did say that they are the President and Secretary, respectively of Management Committee of Sweetwater Park Resort Condominium Project No. 1 and that the within and foregoing instrument was signed in behalf of said Management Committee of Sweetwater Park Resort Condominium Project No. 1, and Arthur D. Peterson and Jerry Lindquist acknowledged to me that the Committee executed the same.

My Commission Expires:



Wood E. Powell
Notary Public
Residing in:
Salt Lake City Utah

Exhibit "B"

To

Enabling Declaration of Sweetwater Park Beach

Resort Condominium Project I

<u>Project I Building No.</u>	<u>Unit No.</u>	<u>Association Membership</u>
A	1	1
	2	1
	3	1
	4	1
B	5	1
	6	1
	7	1
	8	1
	9	1
	10	1
	11	1
	12	1
	13	1
	14	1
	15	1
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		32

Project II
Building No.

Unit No.

Association
Membership

A

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34

Project III
Building No.

Unit No.

Association
Membership

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