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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 90.00 BY RICHARD DEVAUX



**AMENDMENT TO AMENDED AND
RESTATED CONDOMINIUM DECLARATION
FOR CRESCENT RIDGE
CONDOMINIUMS**

This Amendment to Amended and Restated Condominium Declaration for Crescent Ridge Condominiums is made and executed by the Crescent Ridge Homeowners Association, Inc., a Utah non-profit corporation, of 2244 East 3980 South, Salt Lake City, Utah 84124 (the "Association").

RECITALS

- A. The original Amended and Restated Declaration of Condominium for Crescent Ridge Condominiums was recorded on July 30, 1998 as Entry No. 513806 in Book 1169 at Pages 215-265 of the official records of the County Recorder of Summit County, Utah (the "Declaration").
- B. A Record of Survey Map (the "Condominium Plat") has also been recorded of the Office of the County Recorder of Summit County, Utah.
- C. This document affects the real property located in Summit County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.
- D. Section 57-8-7(3) (2000) of the Utah Condominium Ownership Act (the "Act") 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. The undersigned certifies that all of the voting requirements to amend the Declaration, set forth in the Act, and Article XV, Section 15.1 of the Declaration, have been satisfied.
- F. The consent of more than two-thirds of the Owners has been obtained to: (1) change common area into private ownership; (2) authorize the amendment of the Condominium Plat to reflect this change; (3) authorize a corresponding amendment of the Declaration to empower and regulate the use and improvement of such privately owned property; (4) facilitate an internal administrative method for the reallocation of

the undivided ownership interests in the common areas, if necessary; and (5) grant a variance to and grandfather the existing non-conforming extensions in Unit No. 129 and Unit No. 130.

G. The Condominium Plat or Record of Survey Map has been or will be amended to designate and show, inter alia: (1) Optional Area To Be Private Ownership, (2) Optional Deck Area To Be Private Ownership and (3) Existing Private Ownership.

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 Amended and Restated Condominium Declaration for Crescent Ridge 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:

1.15 The term "**Amended Condominium Plat**" or "**Amended Map**" shall mean and refer to the Amended Record of Survey Map or Condominium Plat being executed and recorded in the official records of Summit County, Utah, in connection with the execution and recording of this Amendment to Amended and Restated Condominium Declaration for Crescent Ridge Condominiums. The Amended Condominium Plat was prepared by Clinton B. Peatross of Bush & Gudgeon, Inc., a registered Utah land surveyor, holding Certificate No. 155666.

1.16 The term "**City**" shall mean and refer to Park City Municipal Corporation.

1.17 The term "**Condominium Plat**" shall mean and refer to the Record of Survey Map.

1.18 The term "**Convertible Area**" is the area known as Private Ownership Area B, including Optional Area To Be Private Ownership and Optional Deck Area To Be Private Ownership.

1.19 The term "**Existing Private Ownership**" shall mean and refer to the area referred to as Existing Private Ownership on the Amended Plat and referred to herein as

Private Ownership Area A.

1.20 The term “**Optional Area To Be Private Ownership**” shall mean and refer to the area referred to as Optional Area To Be Private Ownership on the Amended Plat and referred to herein as Private Ownership Area B.

1.21 The term “**Optional Deck Area To Be Private Ownership**” shall mean and refer to the area referred to as Optional Deck Area To Be Private Ownership on the Amended Plat and referred to herein as Private Ownership Area B.

1.22 The term “**Private Ownership Area A**” shall mean and refer to all of the previously existing privately owned property prior to the Private Ownership Area B Effective Date, the Existing Private Ownership, as shown on the original Record of Survey Map or Maps.

1.23 The term “**Private Ownership Area B**” shall mean and refer to that portion of the property changed from Common Area to private ownership which, hereafter, shall for all purposes be considered part of each Unit, as shown on the Amended Map, including by way of illustration but not limitation for purposes of private ownership, taxes, assessments, insurance, liability, maintenance, repair and replacement. Private Ownership Area B is shown on the Amended Condominium Plat as “Convertible Area.”

1.24 The term “**Private Ownership Area B Effective Date**” shall mean and refer to the date when the last of the following events has occurred: (a) May 25, 2000, when 100% of the Owners consented to this change and (b) both (1) the Amended Map and (2) this Amendment to the Amended and Restated Condominium Declaration for Crescent Ridge Condominium have been recorded in the Office of the County Recorder of Summit County, Utah.

1.25 The term “**Record of Survey Map**” shall mean and refer to the Condominium Plat.

1.24 The term “**Reduced Common Area**” shall mean and refer to the Common Area as reduced by the creation of Private Ownership Area B.

1.26 The term “**Structural Alteration to Private Ownership Area B**” shall mean and refer to any structural

alteration, modification, change, improvement, addition, upgrade, enhancement, or the like to Private Ownership Area B.

2. Article IX, Section 9.17(g) of the Declaration is hereby deleted and the following provisions are substituted in lieu thereof:

(g) **Structural Alterations to Private Ownership Area B.** Each Owner shall have a conditional right but not the obligation to physically improve his Private Ownership Area B as shown on the Amended Map, subject to the written approval of the Management Committee and the issuance of a building permit by the City.

1) **Reservation of Rights.** The Management Committee hereby expressly reserves the right to deny, condition or delay any such application.

2) **Prohibited Work.** No Owner shall do any work or make any structural alterations which may in the opinion of the Management Committee impair or threaten to impair either (a) the integrity of the project, (b) uniformity of appearance, or (c) quality of construction, or any combination.

3) **Lockout Use Not Allowed.** An Owner may not construct a new additional room with a door or separate access in Private Ownership Area B and treat it as a separate rental, lockout space, or the equivalent.

4) **Additional Consent Required.** No Owner shall do any work or make any structural alterations which may jeopardize the soundness or safety of the property, 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.

5) **Conditions.** No Owner shall make or permit to be made any Structural Alterations to Private Ownership Area B until the following conditions are satisfied and he 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.

6) **Cross Easements.** Private Ownership Area B is subject to described easements and rights of way, together with an easement or right of way for laterals which may cross said Area affecting more than one Owner, and other similar easements, rights of way, and appurtenances to or accompanying the authorized improvement of said Area, which rights are hereby expressly reserved.

7) **"As Built" Survey, Non-Conforming Work and Enforcement.** The Management Committee may require Owner to provide at his cost an "as built" survey when the construction work has been completed on Structural Alterations to Private Ownership Area B. Any work not completed strictly in accordance with the approved plans and specifications shall be deemed non-conforming. The Owner shall upon the request of the Management Committee remove any non-conforming Structural Alterations to Private Ownership Area B, and restore the property to its original condition, at Owner's sole expense. The Management Committee shall also be entitled to all other remedies at law or equity, such as injunctive relief and/or damages, including the recovery of a reasonable attorneys fee and costs. To secure payment, the Association may file a lien against the interest of the Owner in the property in accordance with U.C.A., Section 57-8-20 (1986).

8) **No Waiver of Future Approvals.** The approval of the Management Committee of any applications, proposals, plans and specifications, or drawings for any work done or proposed in the Private Ownership Area B, 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 applications, proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

9) **Variance.** The Management Committee may authorize variances from

compliance with any of the provisions of the applicable architectural and design guidelines for Structural Alterations to Private Ownership Area B when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with its duly adopted rules and regulations. 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 this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this section, 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.

10) **Contractors.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions hereof, conditions of approval, and/or architectural and design guidelines may be excluded by the Management Committee from doing work at the Project.

11) **Limitation of Liability.** Neither the Association, Management Committee or Members of the Management Committee, 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, or for disallowing a contractor, and they shall in all instances be saved, held harmless, defended and indemnified by the Association against such claims, losses, or liabilities.

12) **Ratification.** All structural alterations within Private Ownership Area B pre-existing and prior to the Private Ownership Area B Effective Date are hereby ratified and approved.

13) **Percentage of Ownership Interest.** It is the intent of the Association that the Amended Map and creation of Private Ownership 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.

14) **Grandfathered Units.** Anything to the contrary notwithstanding, the existing extensions and enclosures on Unit No. 129 and Unit No. 130, which are beyond the "roofline," are hereby ratified and approved, and shall be considered Private Ownership Area A for all intents and purposes.

15) **Unilateral Right to Amend Under Certain Conditions.** Anything to the contrary notwithstanding, this document may be amended unilaterally at any time and

from time to time by Association if such Amendment is necessary to correct typographical errors or inadvertent omissions; necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; or necessary to satisfy the requirements of U.C.A., §57-8-13.2 (2003) for the conversion of land in the Convertible Area.

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

IN WITNESS WHEREOF, Declarant has executed this instrument the 4 day
of April, 2007.

CRESCENT RIDGE HOMEOWNERS ASSOCIATION, INC.,
a Utah non-profit corporation

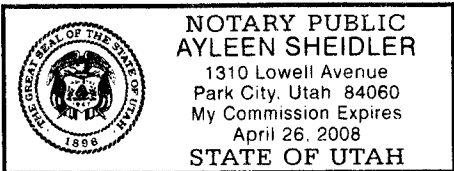
By: Richard V. Nesbitt
Name:
Title: President

By: C Ballard
Name:
Title: Secretary

ACKNOWLEDGEMENT

STATE OF UTAH)
 ss:
 COUNTY OF SUMMIT)

On the 4th day of April, 2007, personally appeared before me Richard DesVaux and Chuck Ballard, who by me being duly sworn, did say that they are the President and Secretary of the Crescent Ridge 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 Board of Trustees, and said Richard DesVaux and Chuck Ballard duly acknowledged to me that said Association executed the same.



[Signature]
 NOTARY PUBLIC
 Residing At: Park City, UT
 Commission Expires: 4/26/08

EXHIBIT "A"
CRESCENT RIDGE CONDOMINIUM

The land and percentages of ownership referred to in the foregoing document is located in Summit County, Utah and described more particularly as follows:

Unit and Building No.	Total Square Footage	Percentage Ownership
97 - Building 1	1700	1.871
98 - Building 1	1482	1.631
99 - Building 2	1269	1.397
100 - Building 2	1428	1.572
101 - Building 3	1700	1.871
102 - Building 3	1482	1.631
103 - Building 4	1700	1.871
104 - Building 4	1482	1.631
105 - Building 5	1269	1.397
106 - Building 5	1428	1.572
107 - Building 6	1700	1.871
108 - Building 6	1482	1.631

110 - Building 7	1536	1.691
111 - Building 8	1269	1.397
112 - Building 8	1269	1.397
113 - Building 9	1762	1.934
114 - Building 9	1536	1.691
115 - Building 10	1700	1.871
116 - Building 10	1482	1.631
117 - Building 11	1269	1.397
118 - Building 11	1428	1.572
119 - Building 12	1700	1.871
120 - Building 12	1482	1.631
121 - Building 13	1700	1.871
122 - Building 13	1482	1.631
123 - Building 14	1269	1.397
124 - Building 14	1428	1.572
125 - Building 15	1700	1.871
126 - Building 15	1482	1.631
127 - Building 16	1700	1.871
128 - Building 16	1482	1.631
129 - Building 17	1269	1.397
130 - Building 17	1428	1.572
131 - Building 18	1700	1.871
132 - Building 18	1482	1.631
133 - Building 19	1762	1.934
134 - Building 19	1536	1.691
135 - Building 20	1269	1.397
136 - Building 20	1269	1.397
137 - Building 21	1762	1.934
138 - Building 21	1536	1.691
139 - Building 22	1700	1.871

149 - Building 27	1762	1.934
150 - Building 27	1536	1.691
151 - Building 28	1700	1.871
152 - Building 28	1482	1.631
153 - Building 29	1269	1.397
154 - Building 29	1428	1.572
155 - Building 30	1700	1.871
156 - Building 30	1482	1.631
TOTAL	90, 829	100%