

**SECOND AMENDMENT  
TO  
CONDOMINIUM DECLARATION  
AND COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE CALEDONIAN CONDOMINIUMS**

This Second Amendment to Condominium Declaration and Covenants, Conditions and Restrictions for the Caledonian Condominiums (this "Second Amendment") is made and executed by Caledonian HOA, a Utah non-profit corporation (the "Association").

**RECITALS**

A. The DECLARATION OF CONDOMINIUM AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE CALEDONIAN CONDOMINIUMS (the "Declaration") was recorded on April 23, 1997 in the official records of Summit County, Utah as Entry No.00477280, Book 01041, Pages 00293 through 00345;

B. The Declaration was amended by the FIRST AMENDMENT TO CONDOMINIUM DECLARATION AND COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CALEDONIAN CONDOMINIUMS recorded on October 7, 2002 in the official records of Summit County, Utah as Entry No. 00634219, Book 01478, Pages 00101 through 00109;

C. Article XXIII of the Declaration, as amended, authorizes amendment of the Declaration upon the affirmative vote or approval and consent of owners having ownership of at least two-thirds (2/3) of the undivided interests in the Common Areas and Facilities;

D. The Association desires to further amend the Declaration to clarify and amend the scope of the Board of Trustees' authority under the Declaration to specially assess Common Expenses associated with the maintenance, repair, renovation, and replacement of certain Limited Common Areas, specifically balcony and deck flooring, to the Owner of the Unit to which the balcony is contiguous and to which the Unit opens.

E. As evidenced by this instrument, the Association has obtained the requisite affirmative votes or approval and consent of the Owners necessary to effectuate this Second Amendment.

F. Unless otherwise defined herein, capitalized terms in this Second Amendment are defined in the Declaration.

**NOW, THEREFORE**, the Association hereby makes and executes the following amendment to the Declaration, which shall be effective as of the date of recording of this instrument:

## AMENDMENT

The Declaration, as amended by the First Amendment, shall be and hereby is amended as follows:

1. Article XV §15.02(d) of the Declaration is hereby deleted and replaced with the following:

Any other Common Expenses significantly or disproportionately benefitting a certain Unit or certain Units shall be specially assessed to that Unit or equitably among those Units, including, without limitation, the Common Expenses associated with: (i) the operation of the parking garage, to be allocated pursuant to Section 15.03 hereof; and (ii) the maintenance, repair, renovation, and replacement of a Unit's balcony or deck flooring, provided, however, that Common Expenses associated with the maintenance, repair, renovation, and replacement of all other components of a balcony or deck, including all structural components and supports, water barrier sheathing, drainage mat, drains, concrete, flashing, railings, and stucco, shall be allocated among all Unit Owners in accordance with the Percentage Share of Voting Rights and Ownership of Common Areas and Facilities in Exhibit C to the Declaration. For purposes of this Section, the term "balcony or deck flooring" shall mean and refer to the top polyurethane coating.

2. There is hereby added to the Declaration as Article XV §15.02(f) the following:

Common Expenses incurred for installation of the radiant heat system to the balconies and decks appurtenant to each Residential Unit (the "Installation Project") shall be allocated such that fifteen percent (15%) of the costs of the Installation Project shall be allocated equally among the Commercial Unit Owners and the remaining eighty-five percent (85%) of the costs of the Installation Project shall allocated equally among the Residential Unit Owners. All Common Expenses for all subsequent maintenance, repair and replacement of the radiant heat system shall be allocated among all Owners in accordance with the Percentage Share of Voting Rights and Ownership of Common Areas and Facilities in Exhibit C to the Declaration. Notwithstanding the foregoing, in the event that Section 22.02 would otherwise require an Owner to be responsible for all or a part of any such expenses, said Owner shall be so responsible.

3. All other provisions of the Declaration shall remain unchanged and in full force and effect.

[Signature page follows]

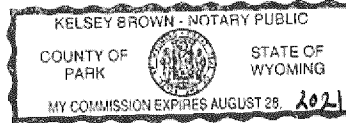
IN WITNESS WHEREOF, the undersigned officer of the Association hereby certifies that the Board has obtained the affirmative vote or approval and consent of owners holding more than two-thirds of the undivided interests in the Common Areas and Facilities for the foregoing Second Amendment.

CALEDONIAN HOA

BY: *Margaret Baker*

DATE: 10/28/20

ITS: President



STATE OF ~~UTAH~~ Wyoming )  
): ss  
COUNTY OF Park )

Before me, on the 28 day of October, 2020, personally appeared Margaret Baker, in his/her/their capacity as the duly authorized president of the Caledonian HOA, who acknowledged before me that he/she/they executed the foregoing instrument in such capacity.

*Kelsey Brown*  
Notary Public

## LEGAL DESCRIPTION

ALL UNITS, FIRST AMENDED CALEDONIAN CONDOMINIUMS. A UTAH CONDOMINIUM PROJECT, TOGETHER WITH ITS APPURTENENT INTEREST IN AND TO THE COMMON AREAS AND FACILITIES OF THE PROJECT AS THE SAME ARE IDENTIFIED AND ESTABLISHED IN THE FIRST AMEDED RECORD OF SURVEY MAP, RECORDED ON OCTOBER 7, 2002 AS ENTRY NO. 634216 IN SUMMIT COUNTY (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

### PARCEL NUMBERS:

CLD-C-101A	CLD-C-107	CLD-R-107	CLD-R-114
CLD-C-101	CLD-R-101	CLD-R-108	CLD-R-415
CLD-C-102	CLD-R-102	CLD-R-109	CLD-R-416
CLD-C-103	CLD-R-103	CLD-R-110	CLD-R-417
CLD-C-104	CLD-R-104	CLD-R-111	CLD-R-418
CLD-C-105	CLD-R-105	CLD-R-112	CLD-R-419
CLD-C-106	CLD-R-106	CLD-R-113	