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ERNEST D ROWLEY, WEBER COUNTY RECORDER
10-JUL-13 3:37 PM FEE \$12.00 DEP SGC
REC FOR: COGGINS

**AMENDMENT TO DECLARATION
OF CONDOMINIUM FOR EDEN CENTER**

The following is an amendment to the Declaration of Condominium for Eden Center which was recorded on February 13, 2013.

Paragraph 1.21 is hereby amended and replaced with the following:

1.21 Unit. "Unit" means any separate room or space within the Buildings intended for independent use and occupancy, and separate ownership as described herein, which Units are shown on the Map. The boundaries of each Unit shall be as follows: from the upper edge of the roof down to the lower edge of the flooring (including the basement flooring, in those Units containing a basement), the underside and outer edge of all overhanging roof eaves, and outward to the outside edge of all perimeter walls.

Mechanical equipment and appurtenances located within any Unit or located outside of a Unit but designated and designed to serve only that Unit shall be considered part of such Unit. All pipes, wires, conduits or other utility lines or installations constituting a part of a Unit and serving only such Unit, and any structural members or any other property of any kind, including fixtures and appliances within such Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the Buildings shall be considered part of the Unit. A Unit includes the stairs, ramps, and decks providing access to the Unit, and shall also include one identified parking stall. Each Unit shall include its appurtenant Percentage Interest in the Common Areas.

Paragraph 8.3 is hereby amended and replaced with the following:

8.3 Maintenance of Units. Each Unit, and all utility facilities, including but not limited to all electrical, plumbing, heating, air conditioning, water, sewer lines, ducts, and other such apparatus serving solely such Unit, shall be maintained by the Owner thereof so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project.

Each Owner shall keep both the exterior and interior of the Unit, including without limitation, exterior and interior walls, roofs, doors, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in good state of repair. No changes to the exterior of the Unit, including wall color, shall be done or caused to be done by any Owner without the prior written consent of the Association.

In the event that any such Unit shall develop an unclean or unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such unit shall fail to correct such condition or state is disrepair promptly following written notice from the Association, the Association upon approval of the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair, provided that the Association shall in no event have the obligation to do so.

No Owner or occupant shall dump debris, petroleum products, paint, fertilizers, other potentially toxic substances or any Hazardous Materials, as defined below, on any portion of the Properties, including, but not limited to, any drainage ditch, storm sewer, stream, or pond within the Real Property. The Association shall have the irrevocable right to have access to each Unit from time to time during such reasonable hours as may be necessary to insure each Owner's compliance with the provisions of this Section.

ALL OTHER COVENANTS, CONDITIONS AND RESTRICTIONS SHALL REMAIN THE SAME.

WOP WOM, LLC

By [Signature]
Eric K. Smith
Title: Member

STATE OF HAWAII)
) SS.
COUNTY OF Honolulu)

On this 27th day of June, 2013, before me personally appeared Eric K. Smith, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

[Signature]
Notary Public, in and for said County and State
EVELYN B. STARKEY
MY COMMISSION EXPIRES: 12/29/2014



Des. Date: 6/27/13 # Pages: 2
EVELYN B. STARKEY First Circuit
Doc. Description: Amendment to Declaration of Condominium for Eden Center
[Signature] 6/27/13
Notary Signature Date

