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KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MELVIN K. KNIGHT  
5327 S 2120 E  
SLC, UT 84117  
REC BY: BEVERLY CARTER , DEPUTY

AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
HIGHLAND PARK PLAZA CONDOMINIUM

4612804

This Amendment to the Declaration of Condominium of Highland Park Plaza Condominium is made this 28<sup>th</sup> day of March, 1985, pursuant to the provisions of the Utah Condominium Ownership Act, and provides that:

1. Section A of RECITALS shall read as follows:

(a) Declarant is the owner of the following described real property situate in the County of Salt Lake, State of Utah, on which said improvements are constructed:

PARCEL A: Beginning 37.18 rods North and 12 rods West of the Southeast corner of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 60.64 feet; thence East 210 feet; thence South 60.64 feet; thence West 210 feet to the place of beginning.

Together with one-half interest in the well situated on the above-described parcel and a right-of way over the two rod alley lying adjacent to and North of said parcel.

PARCEL B: Beginning at the Northwest corner of Lot 5, Block 2, View City Place "B", a subdivision of part of Lot 4, Block 10, Five Acre Plate "C", Big Field Survey, and running thence East 25.5 feet; thence North 101.56 feet; thence East 25.5 feet; thence North 101.56 feet; thence East 39 feet; thence South 135.56 feet; to the South line of Lot 5 aforesaid; thence West 64.5 feet to the Southwest corner of said Lot 5; thence North 34 feet to the place of beginning. Begin a part of Lot 5, Block 2 View City Plat "B", and a part of Lot 4, Block 10, Five Acre Plat "C", Big Field Survey.

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PARCEL C: Beginning at a point 37.18 rods North and 12 rods West of the Southeast corner of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 40.92 feet, thence East 210 feet; thence North 40.92 feet; thence West 210 feet to the place of beginning. Begin a part of Lot 4, Block 10, Five Acre Plat "C", Big Field Survey.

PARCEL D: All of Lot 6 and the North 10 feet of Lot 7, Block 2, View City Plat "B", an addition to Salt Lake City, being a subdivision of the South half of Lot 4, Block 10, Five Acre Plat "C", Big Field Survey.

Subject also to easements, restrictions and rights-of-ways appearing of record, or enforceable at law or equity, and general property taxes for the year 1967 and thereafter.

2. The following sections of the Declaration shall read as follows:

1.(b) The term "Declaration" as used hereinafter shall mean the Declaration of Condominium of HIGHLAND PARK PLAZA CONDOMINIUM and including any amendment thereof.

1.(e) The term "Map" shall mean the Record of Survey Map of THE FIRST AMENDED HIGHLAND PARK PLAZA CONDOMINIUM, prepared and certified by James E. Stuercke, Registered Utah Land Surveyor, and filed with the Salt Lake County Recorder.

1.(f) The term "Common Area and Facilities shall mean and include:

- (i) the above-described land;
- (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies,

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stairs, stairways, fire escapes, underground parking, and entrances and exits of the building;

(iii) the exterior walkways, yards, gardens, driveways, parking areas, planting areas, and storage spaces;

(iv) a lounge facility;

(v) installations for central services such as power, light, gas, hot and cold water, and other utilities to the outlets, x-ray system, vacuum system, air compressors and compressed air delivery system, and in general all apparatus and installations existing for common use;

(vi) all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

6. Identification of Units. The project consists of one two-level building. The building is structurally of concrete construction with an exposed concrete and wood exterior. Part of the lower level consists of covered parking. The building contains twelve dental suites, plus a laboratory.

The units are identified by numbers 1,2,3,5,6,7,8 and L-1 through L-6 as shown on the Map. Each unit contains a reception area, operatory, office, storage area, laboratory and restroom.

7. Ownership of Common Areas. The percentage interests or proportionate share of ownership in the Common Areas of the Project shall be for all purposes, including assessment of common expenses, voting, tax assessment, and liability. The proportionate share of each Unit Owner in the Common Areas is based on the proportionate square footage that each Unit bears to

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the total square footage of all the Units. The percentage interests of ownership in the Common Areas are set forth in Exhibit "A" attached hereto and made a part hereof.

Subject to the limitations contained in the Declaration, any Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the right to use and enjoy the Limited Common Areas and Facilities designated herein for use by such Owner.

8. Limited Common Areas. The Limited Common Areas of the Project consist of the assigned parking stalls in the covered parking area and are set aside and reserved for the exclusive use of the respective units to which the stalls are assigned, as designated by duly promulgated rule or by agreement of the unit owners.

9. Description of a Unit. Every deed, lease, mortgage or other instrument affecting title to a Unit may legally describe that Unit by its identifying number or symbol as designated in the Declaration and as shown on the Map with the appropriate reference to the Map and to the Declaration as each shall appear on the records of County Recorder of Salt Lake County, Utah, in substantially the following fashion:

Unit \_\_\_\_\_, as shown on the Record of Survey Map for THE FIRST AMENDED HIGHLAND PARK PLAZA CONDOMINIUM, appearing in the records of the County Recorder of Salt Lake County, Utah, in Book \_\_\_\_\_, Page \_\_\_\_\_, of Plats, and as defined and described in the Declaration of Condominium for HIGHLAND PARK PLAZA CONDOMINIUM, as amended, appearing in such records in Book \_\_\_\_\_, Page \_\_\_\_\_, of Records

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Every such description will be deemed a good and sufficient description of a Unit and shall be deemed to convey, transfer, encumber or otherwise affect the Owner's corresponding undivided interest in the Common Areas, and to incorporate all the rights incident to ownership of a Unit and all the limitations on such ownership as described in the Declaration.

If the Project is expanded pursuant to the provisions of the Declaration, such description shall further contain reference to the supplemental or amended declaration and supplemental maps appearing in the Records and shall designate the Books and Pages of Records and Plats, respectively, where such supplemental or amended declaration and maps are recorded.

16. Payment of Expenses. Each Unit Owner shall pay the Management Committee his proportionate share of the cash requirement deemed necessary by the Management Committee to regularly manage and operate the Condominium Project, upon the terms, at the times, which shall be at least monthly, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee. If an Owner shall fail to pay any said proportionate share cash requirement within one month of the time when the same becomes due, the Owner shall pay interest thereon at the rate of one and one-half percent (1½%) per month on any unpaid balance from the aforesaid due date until fully paid and any unpaid sum shall constitute a lien against said Owner's Unit until paid. All payments shall be allocated to pay interest in full before allocation shall be made to pay principal.

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The cash requirements above referred to for each year, or portions of the year, are hereby defined and shall be deemed to be such aggregate sum as the Management Committee shall from time to time determine, in its judgment to be necessary for the maintenance and operation of the land, buildings and improvements. The aggregate sum may include, among other things, the cost of management, special assessments, fire, casualty, and public liability insurance premiums, common lighting, landscaping and the care of grounds, repairs and renovations to Common Areas and Facilities, snow removal, wages, water and sewer charges, legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from a previous period, the creation of a reasonable contingency or other reserve or surplus fund, as well as all other costs and expenses relating to the Condominium Project. The Management Committee may also, from time to time, as may be needed, increase or diminish the amount previously fixed or determined for regular period's payments and may include in the cash requirements for any period, any liabilities or items of expense which accrued or became payable in a previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year or such sums as may be needed to pay for emergency or extraordinary costs that arise.

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The portion of the aggregate expense for a particular period payable by each Unit Owner shall be proportionate to his undivided interest in the Common Areas and Facilities as set forth above. All assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments and at such times as otherwise required by the Management Committee.

The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Condominium Project and to determine the cash requirements of the Management Committee to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act and this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall, as against the Owner be deemed necessary and properly made for such purpose.

If the Owner shall at any time let or sublet the Unit and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, as long as such default continues, receive from any tenant or subtenant or the Owner occupying the Unit the rent due or becoming due. Payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid. Further, any such payment accommodation by the Management Committee shall not

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operate as any waiver of rights that the Management Committee would otherwise have under this Declaration.

26. Service of Process. The name of the person to receive service of process in the cases contemplated by the Act and his resident address are:

Melvin Knight  
5327 South 2110 East  
Salt Lake City, Utah

29. Effective Date. This Amendment to the Declaration shall take effect upon recording in the Office of the County Recorder of Salt Lake County, Utah in Salt Lake City, Utah.

The individual who signs this Declaration hereby certifies that this Amendment to the Declaration was authorized by HIGHLAND PROFESSIONAL PLAZA, a Utah partnership, and that MELVIN KNIGHT, one of the partners thereof, is authorized to execute such Declaration.

IN WITNESS WHEREOF, the Declarant, by and through Melvin Knight, has caused this Amendment of the Declaration of Condominium to be executed the day and year first above written.

DECLARANT:

HIGHLAND PROFESSIONAL PLAZA

By:

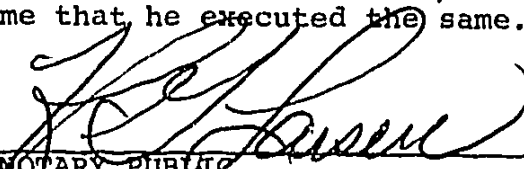
  
Melvin Knight

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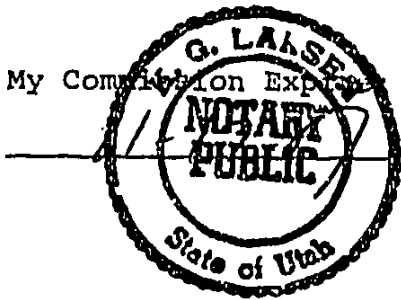


STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 28<sup>th</sup> day of March, 1983, personally appeared before me MELVIN KNIGHT, who being duly sworn, did say that he is a partner of Declarant HIGHLAND PROFESSIONAL PLAZA, a Utah partnership, and that the within and foregoing Amendment to the Declaration was signed in behalf of the Declarant, and said MELVIN KNIGHT acknowledged to me that he executed the same.



NOTARY PUBLIC  
Residing at: Salt Lake County, Utah



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CONSENT

It is hereby agreed by the undersigned as owner/members of the HIGHLAND PARK PLAZA CONDOMINIUM ASSOCIATION that:

1. The following accurately and precisely sets forth the Units, Owners, Square footages of the units and the Percentage Ownership Interests of the Owners in the aforesaid Association, which percentages shall also apply.

HIGHLAND PARK PLAZA CONDOMINIUM ASSOCIATION

<u>Suite</u>	<u>Owner</u>	<u>Sq. Footage</u>	<u>% Ownership Interest</u>
1	McMaster & Young	1731	14.908%
2	Soderberg	859	7.398%
3	Knight	1374	11.834%
5	Sonnenberg	720	6.201%
6	Brown	911	7.846%
7	Hurst	1389	11.963%
8	Burton	783	6.744%
L1	Pearson & Theurer	918	7.906%
L2	Lusty	674	5.805%
L3	Olsen	882	7.596%
L4	H D Lab Properties	364	3.135%
L5	H P P	911	7.846%
L6	H D Lab Properties	<u>95</u>	<u>0.818%</u>
Total sq. ft.		11,611	100.000%
Total sq. ft. building not including common areas.			11,611 sq. ft.
Total sq. ft of land.		34,952.4	

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2. Sheets 1, 2 and 3 of the Record of Survey Map of THE FIRST AMENDED HIGHLAND PARK PLAZA CONDOMINIUM, recorded in the office of the Salt Lake County Recorder accurately and precisely sets forth the Units, overall building and property of the aforesaid Association.

DATED this 28<sup>th</sup> day of March, 1985.

<u>John S. Smith</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>Mark Knight</u>	<u>Charles M. [Signature]</u>
<u>Robert C. [Signature]</u>	<u>[Signature]</u>
<u>Brent C. [Signature]</u>	<u>G. George [Signature]</u>
<u>William B. [Signature]</u>	<u>[Signature]</u>
<u>David A. [Signature]</u>	

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