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01/28/2009 09:53 AM \$27.00
Book - 9678 Pg - 6840-6846
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WHEN RECORDED, PLEASE MAIL TO:

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Salt Lake City, Utah 84107

space above for recorder's use

1606-180-002

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
BROADWAY TOWER CONDOMINIUMS**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM BROADWAY TOWER CONDOMINIUMS (as amended from time to time, this "Declaration") is made as of January 27, 2009, by **BROADWAY TOWER CONDOMINIUM LLC**, a Utah limited liability company (together with its successors and assigns, "Declarant") and **BROADWAY TOWER HOMEOWNERS ASSOCIATION, INC.** (the "Residential Association").

RECITALS

A. On or about the 4th day of April, 2008, Broadway Tower Apartment Associates, a Utah limited partnership, made and executed that certain "Declaration of Condominium Broadway Tower Condominium" (the "Declaration"), with respect to the certain real property located in Salt Lake City, Salt Lake County, State of Utah (the "Project"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, April 4, 2008, as Entry No. 10391775, in Book 9590, beginning at Page 7696.

B. Broadway Tower Condominiums LLC, a Utah limited liability company, became the successor Declarant of the Broadway Tower Condominium Project by virtue of that certain Warranty Deed dated April 7, 2008, and recorded in the Office of the Salt Lake County Recorder as Entry No. 10393781 in Book 9591 beginning at Page 7065.

C. The Declaration was amended by First Amendment to Declaration of Condominium Broadway Tower Condominiums ("First Amendment"), dated September 24, 2008, recorded September 25, 2008 as Entry No. 10527913 in Book 9645 at Page 6161.

D. Section 10.11 of the Declaration, as amended, provides that the Declarant has or shall assign each Unit one or more separately numbered Parking Spaces. In accordance with that Section, the Declarant assigned each Unit a Parking Space as set forth on Exhibit "C" to the Declaration. The Declarant and the Residential Association now desire to amend the Declaration so that Parking Spaces are not assigned to each Unit prior to an original sale to a third-party by the Declarant.

E. Declarant, as Seller, has entered into a Real Estate Purchase Contract (the "Minor Contract"), as amended dated September 5, 2008 with the 2008 MINOR FAMILY TRUST, as Buyer, as well as an Agreement to Amend Declaration (the "Declaration Agreement"), dated January 7, 2009.

F. The Minor Contract and the Declaration Agreement require the Residential Association to amend the Declaration to provide for Unit 1011 to be irrevocably designated as a Permitted Rental Unit as defined by the Declaration while the Unit is owned by the Buyer or transferred by Buyer to its designated family members as further defined herein and that such designation shall expire only upon the occurrence of certain events as further set forth herein.

G. The Minor Contract and the Declaration Agreement further require that Unit 1011 be assigned Parking Space number 93.

H. The Declarant and the Residential Association desire to amend the Declaration as required by the Minor Contract and the Declaration Agreement.

I. Declarant and Unit Owners holding not less than sixty-seven percent (67%) of the Interests in Common Elements have agreed to the requested amendments as more particularly set forth herein below.

NOW, THEREFORE, in consideration of the recitals set forth herein above, the Declarant hereby declares and certifies as follows:

1. Amendment to Section 10.11. Declarant and the Residential Association hereby delete Section 10.11 and Exhibit "C" to the Declaration referenced therein in their entirety and substitute the following in place thereof:

10.11 Vehicles and Parking.

(a) Each Parking Space may be used and occupied for parking purposes only. Note: The Project does not have a sufficient number of Parking Spaces to comply with current Salt Lake City zoning standards; consequently, any deficiencies in the number of Parking Spaces shall the sole responsibility of the Owners and the Residential Association, and Salt Lake City shall have no responsibility for any such deficiencies.

(b) None of the following may be kept or parked at the Project, except such delivery and service trucks as are temporarily parked in locations designated by the Residential Association for such purposes: (i) an unlicensed or unregistered motor vehicle; (ii) a motor vehicle classed by manufacturer rating as exceeding three-quarter ton; (iii) a dual wheeled truck; (iv) a mobile home; (v) a trailer; (vi) a detached camper or camper shell; (vii) a boat or other similar equipment or vehicle.

(c) No motor vehicle shall be constructed, repaired or serviced at the Project, except on a short-term emergency basis where such repairs are necessary to affect the removal of a disabled vehicle.

(d) Ingress and egress between Parking Spaces may be regulated and restricted according to Rules and Regulations adopted by the Management Committee.

(e) Upon the original sale of a Unit by the Declarant to a third-party, the Declarant shall assign that Unit at a minimum one (1) Parking Space. Additional Parking Spaces may be assigned in the Declarant's discretion upon the terms and conditions set forth herein. The Declarant shall assign the Parking Space to a Unit by executing the Parking Space Assignment in the form attached hereto as Exhibit C. The Declarant shall cause the Parking Space Assignment to be recorded in the Office of the Salt Lake County Recorder in conjunction with the closing of the original purchase of a Unit by a third-party from the Declarant. Upon recording any Parking Space Assignment, the terms of the Parking Space Assignment shall be incorporated into the Declaration by this reference. As set forth in the Parking Space Assignment, the Parking Space shall be a Limited Common Element appurtenant to that Unit and after recording of a Parking Space Assignment as to any such Parking Space designated therein the same shall not be re-assigned without the written consent of the Unit Owner to which such Parking Space was assigned, which re-assignment shall only be effective upon the recording, in the offices of the Salt Lake County Recorder, of a Notice of Re-Assignment executed and acknowledged by the Association, the Unit Owner who is relinquishing the Parking Space, and the Unit Owner to whom the Parking Space is being re-assigned. The Residential Association shall maintain a copy of each Parking Space Assignment in its books and records as a part of this Declaration. Each Parking Space, if any, assigned to a Unit in excess of the foregoing minimum assignments shall be deemed an "Excess Parking Space."

Declarant makes no representation that any Excess Parking Space will be available for any Unit. Notwithstanding the designation of any Excess Parking Space as appurtenant to a specific Unit, a Unit Owner is permitted to have an Excess Parking Space reassigned to another Unit within the Project solely upon satisfaction of the following conditions: (i) a written request is made to the Management Committee by the "Transferring Owner" prior to reassignment to the Transferee Owner; (ii) the reassignment of an Excess Parking Space shall be made only to the Residential Association, for the benefit of the Transferring Owner until it is reassigned to a Unit, or to a Unit located within the Project and upon such reassignment the Excess Parking Space shall become appurtenant to such Unit; (iii) at the time of reassignment of such Excess Parking Space, the Unit from which the severance is to occur is not encumbered by a Mortgage in favor of a lender or by a lien filed on behalf of the Residential Association, or in the alternative all Mortgagees, lien holders and/or holders of an interest in and to the Unit of the Transferring Owner consent in writing to the reassignment of the Excess Parking Space and the resulting release of their Mortgage and/or lien as to such appurtenance; (iv) at no time shall a Unit have less than the minimum number of Parking Spaces assigned to it as specified above; (v) the costs to be incurred by the Residential Association, including the recording of applicable documents necessary to evidence the reassignment are paid in advance by the Transferring Owner or the Transferee Owner, as they shall agree in writing; (vi) the reassignment shall be acknowledged in a Notice of Re-Assignment executed and acknowledged by the Association, the Unit Owner who is relinquishing the Parking Space, and the Unit Owner to whom the Parking Space is being reassigned and recorded in the Office of the Salt Lake County Recorder. The Residential Association may also permit the "trading" and reassignment of Parking Spaces (other than Excess Parking Space) provided all of the conditions specified in (i) through (vi) are satisfied as to each of the Units affected by such trade. Upon satisfaction of the foregoing conditions, the Residential Association shall record an amendment to the Declaration or Notice of Parking Space Re-Assignment to evidence the reassignment of the applicable Parking Space or Spaces. Any consideration exchanged between the Transferring Owner and the Transferee Owner shall be a matter of written contract between them.

(f) Prior to executing this Second Amendment, certain Parking Spaces had been assigned to original purchasers by the Declarant. Such assignments shall remain in effect and for which a Parking Space Assignment shall not be required. The Units and assignments are as follows:

<u>Unit</u>	<u>Parking Space</u>
405	31
904	101
911	45
1004	40
1011	93
1204	49

(g) The Residential Association may reserve to itself, for the benefit of Unit Owners and/or staff of the Residential Association, one or more Parking Spaces which may be designated for handicap purposes and/or staff parking. The Residential Association may make any of such designated Parking Spaces available to Unit Owners needing handicap parking in accordance with procedures adopted by the Residential Association, including but not limited to agreements which require a temporary exchange by a Unit Owner of such Unit Owner's assigned Parking Space for a Parking Space designated for handicap parking. Notwithstanding the foregoing provisions and the provisions of subparagraph (d) above, the Residential Association may also (i) prohibit or restrict the transfer of Parking Spaces if such Parking Spaces are designated for handicap purposes, or (ii) force a Unit Owner who is not or is no longer handicapped or does not maintain a handicapped person within such Unit Owner's Unit, to trade a Parking Space designated as handicap parking for a Parking Space located elsewhere. Evidence of handicap status shall be by

providing evidence to the Residential Association of distinguishing license plate or placard issued by the Utah Department of Motor Vehicles. Trading and reassignment of Parking Spaces shall be accomplished in accordance with the provisions of subparagraph (d) (ii) through (v) above, except that any Parking Space to be traded and reassigned need not be an Excess Parking Space.

(h) Parking Spaces appurtenant to a Unit shall be deemed included within the lease of the Unit to those individuals who lease such Unit; provided, however, that a Unit Owner may exclude from the lease of a Unit, any Excess Parking Space, reserving the right to lease the same to other Unit Owners only. A Unit Owner may not lease any Parking Space under any other circumstance or for any other use.

(i) Notwithstanding anything to the contrary contained in this Declaration, an Owner of a Parking Space may not make improvements or alterations to its Parking Spaces; provided, nothing herein shall reduce a Unit Owner's obligation for repair and maintenance as provided in Section 9.02.

2. Amendment to Section 10.16. Declarant and the Residential Association hereby amend Section 10.16 as set forth in the First Amendment to the Declaration by adding the following language to the end of Section 10.16(a):

Notwithstanding the foregoing, pursuant to the terms and conditions of the Minor Contract and the Declaration Agreement, Unit 1011 is hereby designated as a Permitted Rental Unit. Such designation of Unit 1011 as a Permitted Rental Unit shall be irrevocable and perpetual and shall not lapse notwithstanding periods of non-rental while Unit 1011 is owned by the 2008 Minor Family Trust, Wayne Minor, Carol Minor, their children or the spouses of their children, or an entity or trust controlled by or established for the benefit of any or all of such persons (collectively referred to herein as the "Minor Family"). The designation of Unit 1011 as a Permitted Rental Unit shall expire only upon the conveyance of the Unit by the 2008 Minor Family Trust to a person or entity other than any individual or entity defined as the Minor Family and the conditions set forth for continued Permitted Rental Unit designation in the event of sale as set forth in this Section 10.16(a) are not satisfied. Neither the Declarant nor the Residential Association may cause the Declaration to be amended to alter the designation of Unit 1011 as a Permitted Rental Unit while Unit 1011 is owned by any individual or entity defined as the Minor Family without the written consent of the then-current owner of Unit 1011.

3. Representations of Declarant and Association. Declarant and Association represent as follows:

a. Owners holding not less than sixty-seven percent (67%) of the Interests in Common Elements have provided their consent to the amendments to the Declaration as contained herein.

4. Effective Date. This Amendment shall take effect upon filing in the offices of the County Recorder of Salt Lake County, Utah.

Declarant and Association have caused their names to be signed each by the signature of a duly authorized officer as of the day and year first written above.

BROADWAY TOWER CONDOMINIUMS LLC, a Utah limited liability company,

By: **OVERLAND DEVELOPMENT CORPORATION**, a Utah corporation, its Manager

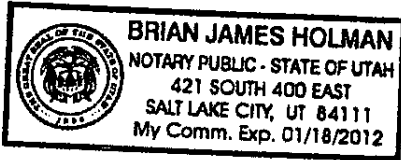
By: 
KENNETH T. HOLMAN, President

BROADWAY TOWER HOMEOWNERS ASSOCIATION, INC., a
Utah nonprofit corporation

By: *[Signature]*
Its: Director

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

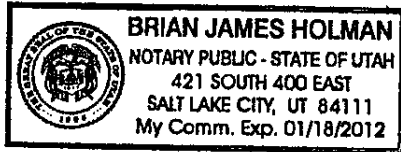
On this 27 day of January, 2009 before me personally appeared KENNETH T. HOLMAN, who acknowledged himself to be the President of Overland Development Corporation, Manager of **BROADWAY TOWER CONDOMINIUMS LLC**, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer of the Manager.



[Signature]
NOTARY PUBLIC

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

On the 27 day of January, 2009 personally appeared before me Brian J. Holman, who being by me duly sworn, did say that he is the Director of **BROADWAY TOWER HOMEOWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation, and that the foregoing Amendment was signed on behalf of said corporation by authority of its Articles and Bylaws or a resolution of its Board of Trustees, and the said Director acknowledged to me that said corporation executed the same.

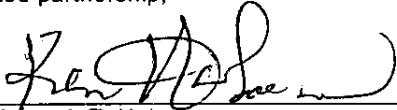


[Signature]
NOTARY PUBLIC

AGREEMENT AND CONSENT OF BROADWAY TOWER APARTMENT ASSOCIATES

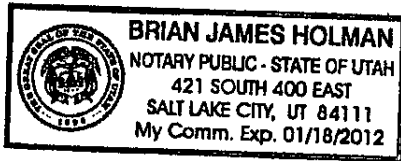
BROADWAY TOWER APARTMENT ASSOCIATES, a Utah limited partnership, as the holder of one or more liens affecting the above referenced Land and/or Units, hereby agrees and consents to the recording of this Second Amendment to Declaration of Condominium of Broadway Tower Condominiums.

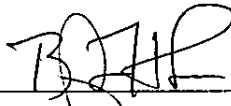
**BROADWAY TOWER APARTMENT ASSOCIATES, a
Utah limited partnership,**

By: 
Kenneth T. Holman,
its General Partner

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

On the 27 day of January, 2009, personally appeared before me KENNETH T. HOLMAN, who being by me duly sworn, did say that he is a General Partner of BROADWAY TOWER APARTMENT ASSOCIATES, a Utah limited partnership, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.




NOTARY PUBLIC

AGREEMENT AND CONSENT OF HOLLMAN, INC.

HOLLMAN, INC., as the holder of one or more liens affecting the above referenced Land and/or Units, hereby agrees and consents to the recording of the original Declaration of Condominium of Broadway Tower Condominiums, the First Amendment, and to the recording of this Second Amendment thereto.

HOLLMAN, INC.

By:
Its:

Mitko
CEO

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

On the 20th day of Jan, 2009, personally appeared before me V. HTO who being by me duly sworn, did say that he is the CEO of HOLLMAN, INC., and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

[Signature]
NOTARY PUBLIC

