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Gary W. Ott
Recorder, Salt Lake County, UT
INTEGRATED TITLE INS. SERVICES
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**AMENDMENT NO. 1
TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ROCKWELL SQUARE CONDOMINIUMS**

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ROCKWELL SQUARE CONDOMINIUMS (this "Amendment") is made as of July 28, 2011, by ROCKWELL HOUSING, LLC, a Utah limited liability company ("Declarant").

This Amendment amends that certain Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Rockwell Square Condominiums dated January 7, 2011 and recorded January 11, 2011, as Entry No. 11114069, in Book No. 9897, on Page Nos. 4942-5027 in the Official Records of the Salt Lake County Recorder's Office, as amended by that Supplemental Declaration No. 1 to Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for Rockwell Square Condominiums, recorded January 11, 2011, as Entry No. 11114070, in Book No. 9897, on Page Nos. 5028-5031 (collectively, the "Original Declaration"). The Original Declaration, as amended pursuant to this Amendment, is collectively referred to herein as the "Declaration," which term, shall for all purposes thereof or of any related document, mean and refer to the Declaration as so amended, supplemented, or otherwise modified. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

A. The Declarant previously subjected to the Declaration certain real property located in Salt Lake County, Utah, more particularly described on Exhibit A attached hereto and incorporated herein.

B. Declarant hereby desires to amend certain terms of the Declaration, upon the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the foregoing premises, Declarant hereby declares and states as follows:

1. Lease of Common Area. The Association, in its sole discretion, may lease a portion of the Common Area (a "Leased Premises") not to exceed 1600 square feet to an Owner of a Retail Unit for a use that is incidental to the use of the Unit and facilitates the operation of the business located in the Unit. Any such lease (a "Common Area Lease") shall be upon terms approved by the Management Committee in its discretion and may be for nominal rent. The

term of a Common Area Lease shall expire upon a change of use of the related Retail Unit. With the Management Committee's prior written approval, Tenant may make improvements to the Leased Premises pursuant to the terms of the Common Area Lease, provided, that the Management Committee shall have the right to approve, disapprove, or condition its approval of any such improvements in its sole discretion. A Common Area Lease shall include the provisions required by this Section. Any Retail Owner leasing such Leased Premises (a "Common Area Tenant") shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of any Building or the Project, or use or allow the Leased Premises to be used for any unlawful or objectionable purpose, nor shall a Common Area Tenant cause, maintain or permit any nuisance in, on, or about the Leased Premises. Further, a Common Area Tenant shall not commit or suffer to be committed any waste in or upon the Premises. Any Common Area Tenant shall maintain insurance on the Leased Premises and shall indemnify and hold harmless the Association on the terms provided in the Common Area Lease to insure that the Common Area Tenant shall bear all liability arising from its use of the Leased Premises.

2. Amendment to Section 7.11. Section 7.11 is hereby amended to provide that at the closing of the sale of a Unit by Declarant to a Purchaser, the Association may require the Purchaser pay to the Association an amount determined by the Association to be held in the reserve fund.

3. Amendment to Section 7.08. Section 7.08 is hereby amended to include the following provisions:

(h) Pursuant to Section 57-8-10 of the Act, the Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to Kimberly K. Chytraus, Attorney at Law, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of this Declaration.

(i) In addition to its foreclosure rights, the Association may file and action to recover a money judgment for any unpaid assessment without waiving its lien rights available under this Declaration and pursuant to Utah law.

(j) The Association may terminate the delinquent Owner's rights under this Declaration to the extent permitted by law, including terminating the right to receive a utility services for which the Owner pays for as a Common Expense, and may all terminate such Owner's access to and use of any Common Area amenities.

(k) Any tenant of a Residential Unit may be required to pay the Assessments levied against any Residential Unit for which the Owner fails to pay such Assessment for a period of more than 60

days after the Assessment is due and payable, pursuant to Section 57-8-53 of the Act.

4. Amendment to Section 8.01. Section 8.01(b) is hereby amended to provide that any services (including, without limitation, water, sewer, gas, electric, and trash removal) that are not separately metered shall be part of the Common Expenses.


5. Full Force and Effect; Defined Terms. The Declaration, subject to this Amendment, is hereby ratified, approved, and confirmed and shall remain unmodified in all other respects and in full force and effect. Any capitalized term not otherwise defined herein shall have the meaning given it in the Declaration.

6. Incorporation. The recitals set forth above and the exhibits attached to this Amendment are each incorporated into this Amendment as if set forth in full herein.

7. Effective Date. This Amendment shall be effective as of the date of its recordation in the Office of the Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, Declarant has executed and delivered this Amendment as of the date and year first above written.

ROCKWELL HOUSING, LLC,
a Utah limited liability company
By: Housing Plus, a Utah non-profit corporation,
Manager

By: 
Name: Mark B. Cohen
Title: President

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

On this 28th day of July, 2011, before me personally appeared Mark B. Cohen, who acknowledged himself to be the President of Housing Plus, the Manager of ROCKWELL HOUSING, LLC, a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purpose therein contained, by signing the name of the company, by himself or such officer.

Alice M. Burton

NOTARY PUBLIC

Residing at: Sweet Lake City, UT

My Commission Expires:

4-14-2015



**EXHIBIT A
TO
AMENDMENT NO. 1
TO AMENDED AND RESTATED DECLARATION
OF CONDOMINIUMS AND DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
ROCKWELL SQUARE CONDOMINIUMS**

Legal Description of Condominium Project

EXHIBIT "A"

Retail Units 1 thru 4, inclusive, in Building 1, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-163 (Unit 1), 34-06-328-164 (Unit 2), 34-06-328-165 (Unit 3), 34-06-328-166 (Unit 4).

Units 20 thru 49, inclusive, in Building 1, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-003 thru 34-06-328-032, inclusive.

Retail Units 1 thru 4, inclusive, in Building 2, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-167 (Unit 1), 34-06-328-168 (Unit 2), 34-06-328-169 (Unit 3) and 34-06-328-170 (Unit 4).

Units 20 thru 49, inclusive, in Building 2, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-035 thru 34-06-328-064, inclusive.

Retail Units 1 thru 4, inclusive, in Building 3, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-171 (Unit 1), 34-06-328-172 (Unit 2), 34-06-328-173 (Unit 3) and 34-06-328-174 (Unit 4).

Units 20 thru 49, inclusive, in Building 3, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium

of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-067 thru 34-06-328-096, inclusive.

Retail Units 1 and 2, in Building 4, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-097 (Unit 1) and 34-06-328-098 (Unit 2)..

Units 20 thru 49, inclusive, in Building 4, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-099 thru 34-06-328-128, inclusive.

Retail Units 1 thru 4, inclusive, in Building 5, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book

2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-175 (Unit 1), 34-06-328-176 (Unit 2), 34-06-328-177 (Unit 3) and 34-06-328-178 (Unit 4).

Units 20 thru 49, inclusive, in Building 5, contained within the ROCKWELL SQUARE CONDOMINIUMS AMENDED, a Utah condominium project as identified in the Record of Survey Map recorded October 1, 2008 as Entry No. 10532621, in Book 2008, at Page 255 of Plats, (as said Record of Survey Map may have been amended and/or supplemented) and as further defined and described in the Declaration of Condominium of ROCKWELL SQUARE CONDOMINIUMS, recorded July 2, 2008, as Entry No. 10470405, in Book 9623, at Page 8416 (as said Declaration may have been amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in said Declaration and any amendments and/or Supplements thereto.

Parcel Identification No's. 34-06-328-131 thru 34-06-328-160, inclusive.