

WHEN RECORDED, RETURN TO:  
Heidi K. Gordon  
VanCott, Bagley, Cornwall & McCarthy  
36 S. State Street, Suite 1900  
Salt Lake City, UT 84111

11256348  
10/06/2011 11:52 AM \$28.00  
Book - 9956 Pg - 1279-1284  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SIXTH EAST CONDO ASSOC  
60 E 600 E STE 100  
SLC UT 74102  
BY: ZJM, DEPUTY - WI 6 P.

Affects Parcel ID Nos.  
16-06-232-001  
16-06-232-002  
16-06-232-003  
16-06-232-004  
16-06-232-005  
16-06-232-006  
16-06-232-007  
16-06-232-008  
16-06-232-009

**SECOND AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM**

**SIXTH EAST OFFICE BUILDING  
(A COMMERCIAL CONDOMINIUM PROJECT)**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM for the SIXTH EAST OFFICE BUILDING (this "Second Amendment"), is executed pursuant to the provisions of the Declaration described in Recital "A" below by all members of the Sixth East Condominium Association (the "Association"), to further clarify the First Amendment to Declaration of Condominium, as more fully described herein.

**WITNESSETH:**

A. The Sixth East Office Building commercial condominium project was created by that certain Declaration of Condominium Sixth East Office Building dated March 11, 1987, and recorded with the Recorder of Salt Lake County, Utah, on November 9, 1988, as Entry No. 4699955 in Book 6080, Page 373, as amended by that certain First Amendment to Declaration of Condominium that was recorded with the Recorder of Salt Lake County, Utah on September 7, 2011, as Entry No. 11239397 in Book 9948, Page 2995-3001 (collectively, the "Declaration").

B. Pursuant to Section 19 of the Declaration, the Declaration may be amended by an instrument in writing signed and acknowledged by unit owners who own three-fourths (3/4) or more of the undivided interests in the common areas and facilities.

C. The Association desires to amend the Declaration to clarify the ownership of the areas that were formerly limited common areas, as described in paragraph 2 of the First Amendment.

NOW, THEREFORE, the unit owners, all of whom are members of the Association and who collectively own one hundred percent (100%) of the undivided interest in the project, hereby declare and state as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Second Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Second Amendment.

2. Amendment to Section 4.1. Section 4.1 of the Declaration is hereby amended to add the following at the end:

The limited common areas and storage facilities, formerly designated as 50C, 50D, 60A and 60B, are now included within the definition of the units, as follows:

<u>Former Number</u>	<u>Part of Unit No.</u>
50C	50-100
50D	50-150
60A	60-100
60B	60-150


3. Approval by All Unit Owners. This Second Amendment is expressly agreed to and approved by all owners of record of units in the Sixth East Office Building, who collectively own one hundred percent (100%) of the undivided interest in said project. Execution of this Second Amendment by the owners shall be sufficient evidence of their approval.

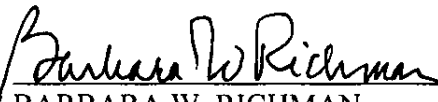
4. Binding Provisions. The provisions of this Second Amendment shall be binding upon all parties having any right, title, or interest in the real property covered by the Declaration, as described in Exhibit "A" attached hereto, and their heirs, successors and assigns and shall inure to the benefit of each Owner thereof.

5. Effective Date. This Second Amendment shall be effective as of the date of its recordation in the real property records of the Recorder in and for Salt Lake County, Utah.

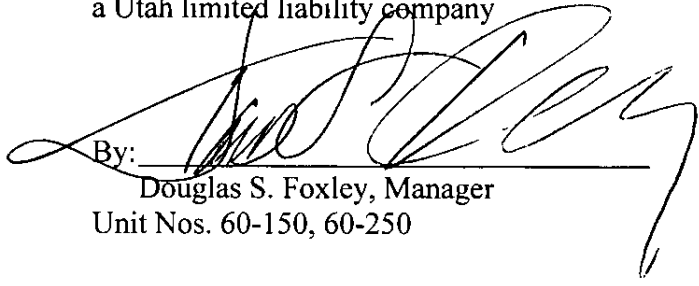
6. Declaration Remains in Effect. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Second Amendment.

IN WITNESS WHEREOF, this Second Amendment is hereby executed by the owners of all of the interests in the Sixth East Office Building as of the 6<sup>th</sup> day of October, 2011.

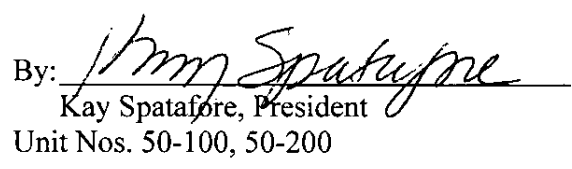
  
GLEN M. RICHMAN  
Unit Nos. 60-100 and 60-200

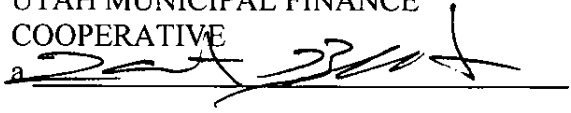
  
BARBARA W. RICHMAN  
Unit Nos. 60-100 and 60-200

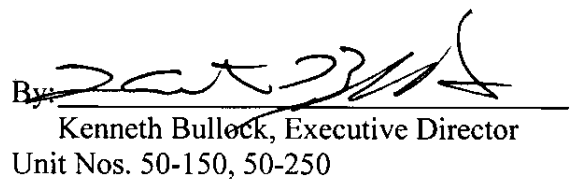
TESE, LLC  
a Utah limited liability company

By:   
Douglas S. Foxley, Manager  
Unit Nos. 60-150, 60-250

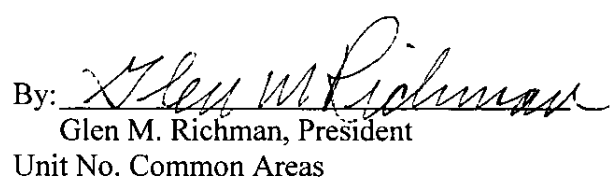
QUAJJA PROPERTIES, LLC  
a Utah limited liability company

By:   
Kay Spatafore, President  
Unit Nos. 50-100, 50-200

UTAH MUNICIPAL FINANCE  
COOPERATIVE  
a 

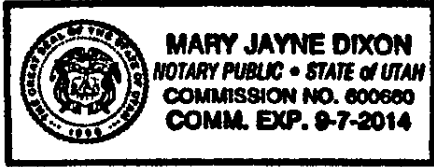
By:   
Kenneth Bullock, Executive Director  
Unit Nos. 50-150, 50-250

SIXTH EAST CONDOMINIUM  
ASSOCIATION  
a Utah nonprofit corporation

By:   
Glen M. Richman, President  
Unit No. Common Areas

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

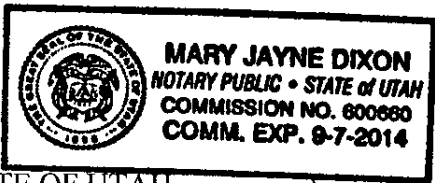
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of October, 2011 by GLEN M. RICHMAN.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

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

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2011 by BARBARA W. RICHMAN.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

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

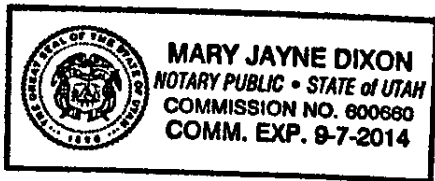
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2011 by Douglas S. Foxley in his capacity as Manager of TESE, LLC, a Utah limited liability company.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

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

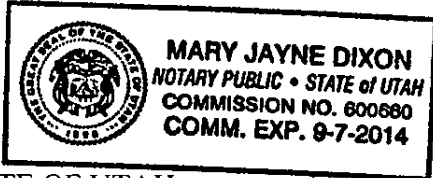
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2011 by Kay Spatafore in her capacity as President of QUAJJA PROPERTIES, LLC, a Utah limited liability company.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

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

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2011 by Kenneth Bullock in his capacity as Executive Director of UTAH MUNICIPAL FINANCE COOPERATIVE, a interlocal cooperative.



\_\_\_\_\_  
Notary Public

A large, cursive handwritten signature in black ink, written over a horizontal line that serves as the notary's signature line.

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

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 2011 by Glen M. Richman in his capacity as President of SIXTH EAST CONDOMINIUM ASSOCIATION, a Utah nonprofit corporation.



\_\_\_\_\_  
Notary Public

A large, cursive handwritten signature in black ink, written over a horizontal line that serves as the notary's signature line.

## EXHIBIT A

### Property Description

Beginning at the Northeast corner of Lot 1, Block 61, Plat "B," Salt Lake City Survey, and running thence South 165.00 feet; thence West 165.00 feet; thence North 165.00 feet; thence East 165.00 feet to the point of beginning. Contains 27,225 square feet, or 0.625 acres.

Comprising all Units, Storage Units and Parking Units, contained within the SIXTH EAST OFFICE BUILDING, Second Amended, a Utah condominium project as identified in the Record of Survey Map recorded September 7, 2011 as Entry No. 11239396, in Book 2011P of Plats, at Page 114 (as said Record of Survey Map may be amended and/or supplemented) and as further defined and described in the Declaration of Condominium of the SIXTH EAST OFFICE BUILDING, recorded November 09, 1988 as Entry No. 4699955, in Book 6080, at Page 373, as amended by that certain First Amendment to Declaration of Condominium recorded September 7, 2011 as Entry No. 11239397 in Book 9948, Page 2995-3001 (as said Declaration may be amended and/or supplemented) in the Office of the Recorder of Salt Lake County, Utah, together with the appurtenant interest in and to the common areas, limited common areas, and facilities more particularly described in said Record of Survey Map, Declaration and any amendments and/or supplements thereto.

4818-4040-5000, v. 2