

When Recorded, Return To:

Patrick Lofts Condominium Association, Inc.  
12227 S. Business Park Dr., Ste. 100,  
PO Box 5555  
Draper, Utah 84020

## **FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR PATRICK LOFTS CONDOMINIUMS**

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR PATRICK LOFTS CONDOMINIUMS (the "Amendment") is made and executed this 27<sup>th</sup> day of July, 2024, by the Patrick Lofts Condominium Association, Inc. This Amendment amends and modifies the DECLARATION OF CONDOMINIUM FOR PATRICK LOFTS CONDOMINIUMS that was recorded March 26, 2008, as DOC # 10383079, in the records of Salt Lake County, Utah ("Declaration"), and any and all supplements or amendments to the Declaration prior to the date of this Amendment, whether or not such were recorded with the Salt Lake County Recorder;

The Owners make this Amendment pursuant to their amendment rights under Section 18.03 of the Declaration with regard to that real property located in Salt Lake County, Utah, more particularly described in Exhibit A that is attached hereto and made a part hereof (the "Land");

Attached hereto as Exhibit B is the FIRST AMENDMENT TO THE BYLAWS OF PATRICK LOFTS CONDOMINIUM ASSOCIATION, INC. (the "Bylaws Amendment"), which amends and modifies the BYLAWS OF PATRICK LOFTS CONDOMINIUMS, INC. that were recorded March 26, 2008 with the Declaration as DOC # 10383079, in the records of Salt Lake County Utah ("Bylaws"), and any and all other supplements or amendments to the Bylaws prior to the date of the Bylaws Amendment, whether or not such were recorded with the Salt Lake County Recorder.

### AMENDMENTS

**Section 6.01 of the Declaration is hereby amended by adding the italicized language and removing the strike through language as follows:**

**6.01 Number and Election of Directors.**

The Management Committee shall consist of three (3) Directors. The initial Directors shall hold office until the election or appointment of their successors at the first annual meeting. Thereafter, subject to the terms and conditions of Sections 6.03 and 6.04 below, each Director will hold office for a term of ~~one (1)~~ two years and the Owners shall elect ~~the~~ two Directors at the annual meetings *on odd numbered years (i.e., 2025, 2027, 2029, etc.) and one Director at the annual meeting on even numbered years (i.e., 2024, 2026, 2028, etc.)*.

**Section 6.04(b) of the Declaration is hereby deleted in its entirety and replaced with the following:**

(b) Each Director, other than a Director appointed by Declarant, may be removed, with or without cause, at a meeting called by at least 10% of the Owners for the purpose of removing the Director. At the meeting, the Director may be removed by a vote of Owners holding fifty percent (50%) or more of the votes held by those Owners present at the Director removal meeting, so long as Owners entitled to vote more than thirty-five percent (35%) of the total votes of the Owners are present.

**Section 6.05(b) of the Declaration is hereby amended by adding the italicized language as follows:**

(b) A vacancy on the Management Committee created by the removal, resignation or death of a Director appointed or elected by the Owners shall be filled by a Director elected by the Owners *within thirty (30) days of the removal, resignation, or death of the prior Director.*

**The Declaration is hereby amended to include a new section in Article VI, which is numbered as Section 6.07:**

**6.07 Financial Controls.**

The Management Committee must approve any expenditure for a Common Expense or otherwise, according to the following:

- (a) At least one Director must approve any expenditure of \$0 to \$10,000;
- (b) At least two Directors must approve any expenditure greater than \$10,000;
- (c) At least two Directors must approve any expenditure greater than \$100,000 only after notice and a meeting with the Owners to discuss the proposed expenditure and to answer questions from Owners;
- (d) At least two Directors must approve any expenditure that requires use of any reserve fund controlled by the Association, as referenced in Section 7.11; and
- (e) At least two Directors must approve any expenditure using \$50,000 or more from a reserve fund controlled by the Association only after a meeting with the Owners to discuss the proposed expenditure and to answer questions from Owners.

**Section 10.04(a) of the Declaration is hereby amended by adding the italicized language as follows:**

(a) An Owner of a Residential Unit may use such Unit only as a permanent or vacation single-family residence (as "family" is defined from time to time in the zoning ordinances of Salt Lake City, Utah) for itself and its Guests. *If authorized by local law, Owners may use their Units as short-term rentals. A short-term rental is the rental of a Unit for a period of less than 29 days. Short-term rentals remain subject to all provisions of local laws, the Declaration, and any rules*

*or regulations adopted by the Management Committee.* No Owner of a Residential Unit shall conduct any business, profession, occupation, or trade from its Unit; provided that this Declaration does not prohibit an Owner from leasing or renting such Owner's Unit to others so long as the use of such Unit complies with the provisions of this Declaration, the Act, and other applicable laws and ordinances. No Residential Unit shall be used for conducting the business of the rental of other Units. Any lease of a Unit shall be in writing and shall be subject to this Declaration and the Bylaws.

**Section 10.04(d) of the Declaration is hereby amended by adding the italicized language as follows:**

(d) The Owner of a Storage Unit may use and occupy such Unit only for storage purposes, including the storage of vehicles. The Owner of a Storage Unit may lease all, but not part, of such Unit for such purpose, *only to another Owner.* Owners of Storage Units shall not use, and shall not permit their Guests to use (except such Guests who are also Owners otherwise entitled to use such facilities) (i) any entrance to or exit from the Condominium Project which is designated on the Plat for exclusive use by Owners of Retail Units or (ii) any portion of the Limited Common Elements designated for such Retail Units. The Owner(s) of Storage Units shall have the right to use those Limited Common Elements designated for such Storage Units use on the Map. *Storage Units are appurtenant to the Unit to which they are assigned and may not be sold, transferred, or conveyed separate from the Unit itself. A transfer or conveyance of a Unit is deemed to include the Unit's assigned Storage Unit. An Owner may own only one Storage Unit per Residential Unit owned.* Notwithstanding anything to the contrary contained in this Declaration, an Owner of a Storage Unit may make improvements or alterations to its Storage Unit designed to serve only its Storage Unit, including without limitation, the erection of partitions within such Storage Unit, without the consent of any Owner or the Association, on the conditions that:

- (i) the improvement or alteration does not impair or cause damage to any other Unit or any Limited Common Element designed to serve any other Unit;
- (ii) the Owner of the Storage Unit promptly repairs any damage to any Common Element caused thereby at its cost and expense; and
- (iii) the improvement or alteration complies with all applicable requirements, laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction.

If any such improvement or alteration will impair any other Unit or Limited Common Element assigned to serve any other Unit, the Owner of the Storage Unit shall not make the improvement or alteration without the prior written consent of the Majority of the Owners of the Units, or the Owners of the Units served by the Limited Common Elements that will be impaired thereby, as the case may be. The Owner of a Storage Unit may enclose such Storage Unit with a wood framed walls and gypsum wall board, provided all plans and specifications for any such enclosure shall meet the requirements set forth above with respect to interior partitions, and shall be subject to the prior written approval of the Management Committee, such approval not to be unreasonably withheld, conditioned or delayed.

**Section 10.04(e) of the Declaration is hereby amended by adding the italicized language as follows:**

(e) The Owner of a Terrace Unit may use and occupy such Unit only for purposes of an outdoor seating area and minor landscape improvements. The Owner of a Terrace Unit may lease all, but not part, of such Unit for such purpose, *but only if such lease is to another Owner*. Owners of Terrace Units shall not use, and shall not permit their Guests to use (except such Guests who are also Owners otherwise entitled to use such facilities) (i) any entrance to or exit from the Condominium Project which is designated on the Plat for exclusive use by Owners of Retail Units or (ii) any portion of the Limited Common Elements designated for such Retail Units. The Owner(s) of Terrace Units shall have the right to use those Limited Common Elements designated for such Terrace Units use on the Map. *An Owner of a Terrace Unit may not at any time sell, transfer, or convey his, her, or its Terrace Unit to any person or entity that is not an Owner*. Notwithstanding anything to the contrary contained in this Declaration, an Owner of a Terrace Unit may make improvements or alterations to its Terrace Unit designed to serve only its Terrace Unit only with the express written consent of the Association, which consent shall not be unreasonably withheld, conditioned or delayed, provided that:

- (i) the improvement or alteration does not impair or cause damage to any other Common Element, Unit or any Limited Common Element designed to serve any Unit;
- (ii) the Owner of the Terrace Unit promptly repairs any damage to any Common Element caused thereby at its cost and expense;
- (iii) the improvement or alteration does not impose an unreasonable load on the roof of the Building or otherwise threaten the soundness and safety of the Building's roof or any other system or improvement on the Building; and
- (iv) the improvement or alteration complies with all applicable requirements, laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction.

If any such improvement or alteration will impair any other Unit or Limited Common Element assigned to serve any other Unit, the Owner of the Terrace Unit shall not make the improvement or alteration without the prior written consent of the Majority of the Owners of the Units, or the Owners of the Units served by the Limited Common Elements that will be impaired thereby, as the case may be. Enclosure of Terrace Units shall not be permitted.

**Section 10.15 of the Declaration is hereby amended by adding the italicized language and removing the strike through language as follows:**

10.15 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in or on the Property or in any Unit, except that an Owner may have ~~one (1) cats and/or one (1) dogs~~; provided (a) the Owner abides by the Rules and Regulations pertaining to the maintenance and care of pets; (b) *no Owner or Guest engages in commercial breeding of any kind the cat may not weigh more than fifteen (15) pounds and the dog may not weigh more than thirty five (35) pounds*; and (c) the dogs or cats does not have a propensity for violence. No cat or dog enclosure shall be erected, placed or permitted to remain on any portion of the Common Elements, nor shall

any cat or dog be tied to any structure outside of a Unit. The keeping of any dog or cat shall be subject to the Rules and Regulations. Any cat or dog shall be on a leash at all times said cat or dog is outside of a Unit. No cat or dog shall be permitted to defecate on any portion of the Common Elements, and the Owner of such dog or cat shall immediately remove feces left upon the Common Elements by his or her cat or dog. If any Owner fails to abide by the Rules and Regulations and/or covenants applicable to the keeping of pets, the Management Committee may bar such Owner's dog or cat from the use of or travel upon the Common Elements and impose a Default Assessment by reason of such violation. If any dog or cat endangers the health of any Owner or creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Committee, said cat or dog must be removed from the Property upon seven (7) days written notice from the Management Committee.

In the event of a conflict between this Amendment and the Declaration, this Amendment controls.

Defined terms in the Declaration have the same meaning in this Amendment.

This Amendment is effective on the date it is recorded with the Salt Lake County Recorder's Office.

\* \* \*

All other terms of the Declaration and other governing documents that do not conflict with the terms of this Amendment remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, as the President and Secretary of the Association, hereby certify that Owners holding at least sixty-seven percent (67%) of the votes allocated to all Units have voted in favor of this amendment, and that all relevant information pertaining to said vote is on file with the Association.

Dated this 27<sup>th</sup> day of July, 2024.

# **PATRICK LOFTS CONDOMINIUM ASSOCIATION, INC.**

~~Dave Seljestad, President~~

Doug Staker, Secretary

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

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2024, by Dave Seljestad, President of Patrick Lofts Condominium Association, Inc.

  
NOTARY PUBLIC



**SIENA MICHELLE TIPPETTS**  
Notary Public - State of Utah  
Commission Number: 731633  
My Commission Expires on  
June 9, 2027

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

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2024, by Doug Staker, Secretary of Patrick Lofts Condominium Association, Inc.

J. M. T. Jr.  
NOTARY PUBLIC



SIENA MICHELLE TIPPETTS  
Notary Public - State of Utah  
Commission Number: 731633  
My Commission Expires on  
June 9, 2027

EXHIBIT A

Legal Description of the Land

PARCEL 1:

Beginning at a point on the North line of Lot 5, Block 59, Plat "A," Salt Lake City Survey, which point is North 89°58'19" East 111.330 feet from the Northwest Corner of said Lot 5, and running thence North 89°58'19" East along said North line 67.26 feet; thence South 0°02'14" East 165.06 feet; thence North 89°58'29" East 58.52 feet; thence South 0°02'09" East 41.26 feet; thence South 89°58'32" West 126.46 feet, more or less, to the West wall line of the Patrick Dry Goods Building, said West wall line also being the East wall line of the Smith-Bailey Drug Company Building; thence, more or less, along said West wall line the following three courses: North 0°00'44" West 203.115 feet; North 89°59'17" East 0.589 feet; North 0°00'44" West 3.200 feet, more or less, to the point of beginning.

PARCEL 2:

An easement and right of way for vehicular traffic, as defined in that certain Easement Agreement recorded October 31, 1979 as Entry No. 3358497 in Book 9191 at Page 674 of Official Records, over and across the following:

A 12.0 foot right-of-way easement 6.0 feet on each side of below described centerline:

Beginning at a point on the East line of the Smith-Bailey Drug Company Building property which point is North 89°58'19" East 110.740 feet and South 0°00'44" East 174.315 feet from the Northwest Corner of Lot 5, Block 59, Plat "A," Salt Lake City Survey and running thence South 89°58'32" West 110.651 feet to the West line of said property which point is South 0°02'31" East 174.308 feet from the Northwest Corner of Lot 5.

Said property is also known by the street address of:

163 West 200 South  
Salt Lake City, Utah 84101

EXHIBIT B

First Amendment to Bylaws

The First Amendment to the Bylaws  
of Patrick Lofts Condominiums Association, Inc.  
follows this cover sheet

**FIRST AMENDMENT TO THE  
BYLAWS  
OF  
PATRICK LOFTS CONDOMINIUM ASSOCIATION, INC.**

This First Amendment to the Bylaws of Patrick Lofts Condominium Association, Inc. is made by the undersigned Management Committee, acting under Section 10.01 of the Bylaws of Patrick Lofts Condominium Association, Inc, hereinafter referred to as the "Bylaws."

Recitals

A. Section 10.01 of the Bylaws grants the Management Committee the power to amend or repeal the Bylaws at any regular or special meeting of the Management Committee at which a quorum is represented.

B. Exercising its rights under Section 10.01, the Management Committee hereby adopts the following amendment.

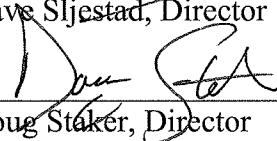
Amendment

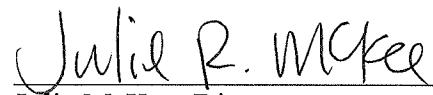
Section 4.02 of the Bylaws of Patrick Lofts Condominium Association, Inc. is hereby amended by adding the italicized language as follows:

**4.02 Special Meetings.**

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote twenty percent (20%) or more of the total votes of all Owners. *Notwithstanding the foregoing, a special meeting of the Owners may be called to remove a Director, with or without cause, at the request of Owners entitled to vote ten percent (10%) or more of the total votes of all Owners.*

Being the Directors of the corporation, we hereby acknowledge that the foregoing amendment to the Bylaws of the corporation was adopted by the Management Committee this 27<sup>th</sup> day of July, 2024, and is immediately effective upon recording pursuant to Utah Code § 57-8a-216(3).

  
\_\_\_\_\_  
Dave Sljestad, Director  
  
\_\_\_\_\_  
Doug Staker, Director

  
\_\_\_\_\_  
Julie McKee, Director