

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
PARAMOUNT CONDOMINIUMS**

This FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR PARAMOUNT CONDOMINIUMS ("Amendment") has been approved and adopted by the Millcreek Homes, Inc., a Utah corporation, as successor Declarant ("Declarant") and becomes effective when recorded with the Salt Lake County Recorder's Office.

RECITALS

A. Paramount Condominiums is a condominium project located in Salt Lake City, Utah, as described on Exhibit A ("Property").

B. The Property was made subject to certain covenants, conditions, and restrictions as provided in the "Declaration of Condominium for Paramount Condominiums" as recorded on May 12, 2023 as Entry Number 14104834 with the Salt Lake County Recorder ("Declaration").

C. The Declarant desires to amend the Declaration as provided below.

D. Section 15.1 of the Declaration provides that it may be amended by the Declarant.

E. This Amendment shall be binding upon the Property, including all Units.

F. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

G. Except as otherwise provided herein, capitalized terms shall have the same meaning and effects as used in the Declaration.

H. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control. This Amendment shall also control over any conflicting provisions in the Articles or Bylaws.

AMENDMENT

Article IX, Section 9.13 of the Declaration is hereby amended to read as follows:

9.13 Leases. All leases shall be in writing and be subject to the Governing Documents and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. "Lease" means exclusive occupancy of a Unit by a person other than the Owner and for which the Owner receives a consideration or benefit, including a fee, service, gratuity, or emolument. Each occupant of a leased Unit must abide by the terms of the Governing Documents and each occupant of a leased Unit and the Unit Owner are jointly and severally liable for a violation of a provision of the Governing Documents, including for any fines levied and attorney fees, costs, and any other expense incurred by the Association as a result of such violation. Prior to leasing any Unit, the Unit Owner and the tenant shall execute a written lease agreement which shall include the following provisions: (1) tenant shall agree to comply with all of the terms and conditions of the Governing Document; (2) tenant shall agree not to allow or commit any nuisance, waste, unlawful, or illegal act within the Project; and (3) the Owner and the tenant acknowledge, along with the Owner, that the Association is an intended third-party beneficiary of the lease agreement; that the Association shall have the right to enforce compliance thereto; and to abate any nuisance, waste, unlawful, or illegal act upon the Property; and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease agreement. The Association may enforce compliance with the Governing Documents against any Owner and/or tenant and shall have all rights and remedies available under state or local law, in addition to its rights and remedies as a third-party beneficiary under any lease agreement to enforce such compliance. The Board may adopt Rules to regulate the leasing of Units which may include but are not limited to: requiring a copy of each lease to be provided to the Board, reporting name and contact information for all adult tenants, reporting vehicle information of the tenants, and any other information deemed necessary by the Board. Notwithstanding the foregoing, any restrictions limiting or prohibiting Unit leases or establishing minimum lease terms may only be accomplished through an amendment to the Declaration.

CERTIFICATION

IN WITNESS THEREOF, the undersigned hereby certifies that the foregoing Amendment was approved as required by the Declaration.

MILLCREEK HOMES, INC.

By: _____

Its: Authorized Representative

State of Utah

County of Salt Lake)
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On this 26 day of October, 2024, personally appeared before me
Jacob Toombs, who being by me duly sworn, did say that he/she is an
authorized representative of the Millcreek Homes, Inc. and that the foregoing information is
true and accurate to the best of his/her knowledge.



[Signature]
Notary Public

EXHIBIT A
Legal Descriptions
(10 Units + 1 Common Area = 11 Total Parcels)

All Units and Common Area within PARAMOUNT CONDOMINIUMS according to the official plat(s) on file with the Salt Lake County Recorder.

Parcel Numbers:

- **15-13-214-001 through 15-13-214-011**