

**Record against the Real Property
Described on Exhibit A**

After Recording Return To:
Declarant: Apollo Square, LLC
4685 South Highland Drive, Suite 224
Salt Lake City, UT 84117

14323018 B: 11537 P: 7573 Total Pages: 7
12/10/2024 09:32 AM By: BGORDON Fees: \$94.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: APOLLO SQUARE LLC
4685 SOUTH HIGHLAND DR STE 224 SALT LAKE CITY, UT 84117



**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR APOLLO SQUARE CONDOMINIUMS**

(Combination of Units 206 and 208)

This First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions Apollo Square Condominiums (hereinafter, this “First Amendment”) is adopted by Apollo Square, LLC (the “Declarant”) and is effective as of the date it is recorded in the office of the Salt Lake County Recorder.

RECITALS

A. On June 4, 2021, a plat for the Project was recorded with the Salt Lake County Recorder’s office as Entry No. 13682002 (the “Plat”).

B. On July 18, 2024, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Apollo Square Condominiums (the “Amended and Restated Declaration” or the “Declaration”) was recorded with the Salt Lake County Recorder’s office as Entry No. 14265755.

C. The Project is currently operating during the Declarant Control Period.

D. Sections 22.5 and 22.7 of the Amended and Restated Declaration, the Declarant has the unilateral right to amend the Plat and the Declaration.

E. Pursuant to Declarant’s rights as set forth in the Declaration and Section 4.5 of the Act, Declarant is amending the Plat and the Amended and Restated Declaration to reflect the combination of Units 206 and 208 into one Unit. The resulting combined Unit shall hereafter be identified and referred to as Unit 206-A.

F. The title of the amended Plat is “Apollo Condominiums Amended Amending All of Units 206 and 208 of Apollo Condominiums.”

G. Units 206 and 208 are currently identified by Parcel Nos. 22-10-134-013-0000 and 22-10-134-015-0000, respectively. Following the recordation of the amended Plat, Salt Lake County will assign Unit 206-A a new Parcel No. which shall apply to Unit 206-A going forward and shall replace the reference to the current Parcel Nos. assigned to Units 206 and 208 as set forth on Exhibit A to the Amended and Restated Declaration and this First Amendment.

H. The Project is a mixed use condominium project with both Residential Units and Commercial Units. Units 206 and 208 are Residential Units.

I. This First Amendment affects the real property identified and described on **Exhibit A**, attached hereto, and more particularly Units 206 and 208 as identified on the Plat and in the Declaration.

J. This First Amendment is adopted to replace and update certain provisions of the Amended and Restated Declaration, and any other supplements and amendments thereto, which together with this First Amendment are hereafter referred to collectively as the "Declaration").

K. All capitalized terms, unless specifically defined in this First Amendment, shall have the same meanings and definitions given them in the Declaration.

AMENDMENTS

1) **Amendment No. 1:** Section 1.2 of Article 1 of the Amended and Restated Declaration is deleted in its entirety and replaced with the following.

1.2 **"Allocated Interest"** shall mean the interest allocated to each Unit in the Common Expense liability, for the purposes of voting in the Association, and for other purposes indicated in the Declaration or the Act. Each Unit, except Unit 206-A, shall have an equal Allocated Interest. Unit 206-A shall have an Allocated Interest equal to two Units given that Units 206 and 208 where combined. Unless otherwise expressly stated in a particular section of the Declaration, the term "Allocated Interest" shall be synonymous with the Act's use of the term "par value."

2) **Amendment No. 2:** Section 1.53 of Article 1 of the Amended and Restated Declaration is deleted in its entirety and replaced with the following:

1.53 **"Residential Unit"** shall mean each individual Residential Unit identified on the Plat as Unit 201-206-A,¹ 207, 209-215, and 301-316.

3) **Amendment No. 3:** Section 2.2 of Article 2 of the Amended and Restated Declaration is deleted in its entirety and replaced with the following:

2.2 **Nature of the Project.** The Project is a condominium style community containing thirty-seven 37 Units in one building, the seven (7) Units on level one (1) are Commercial Units while the remaining Units on levels two (2) and three (3) are Residential Units. The Project includes driveways, parking areas, a rooftop terrace, and open space. The Project is not a cooperative.

4) **Amendment No. 4:** Section 3.3 of Article 3 of the Amended and Restated Declaration is deleted in its entirety and replaced with the following:

3.3 **Allocated Interest of Each Unit in the Votes of the Association.** The Owners of each Unit shall be entitled to their Allocated Interest for all matters related to the Association that Owners are permitted or required to vote or approve. Except for Unit 206-A, each Unit has an equal Allocated Interest regardless of any difference in

¹ Units 206 and 208 were combined as identified and set forth in the amended Plat and the First Amendment.

the square footage or size of the various Units. Unit 206-A shall have an Allocated Interest equal to two (2) other Units given that Units 206 and 208 were combined.

5) **Amendment No. 5:** The following is added as a new Subsection (a) to Section 7.17 (Residential Service Area Assessments) of Article 7 of the Amended and Restated Declaration:

(a) For the purpose of determining the amount of the Residential Service Area Assessment applicable to each Residential Unit, each Residential Unit, except Unit 206-A, shall have an equal ownership interest in the Residential Common Areas. Unit 206-A shall have an ownership interest in the Residential Common Areas equal to double that of the other Residential Units given that Units 206 and 208 were combined.

6) **Amendment No. 6:** Sections 25.4 and 25.5 of Article 25 of the Amended and Restated Declaration are deleted in their entirety and replaced with the following:

25.4 Residential Service Area Expenses. The Residential Service Area Expenses shall include, without limitation, all expenses that the Association incurs or expects to incur in connection with providing the Residential Services and, to the extent reasonably calculated by the Association, the increase in the costs and expenses to the Association for (i) the Manager to manage, oversee, and account for the additional responsibilities and obligations related to the Residential Units and Residential Areas beyond what is necessary to manage the remainder of the Project and (ii) the Association's its property, general liability, and other insurance policies for the Residential Service Area beyond what would be required for the other areas of the Project. Residential Service Area Expenses may further include a reasonable administrative charge in such an amount as the Board deems appropriate, provided that any such administrative charge is applied at a uniform rate per Residential Unit, which uniform rate shall be an equal share for each Residential Unit except that Unit 206-A shall have a share double that of the other Residential Units given that Units 206 and 208 were combined.

25.5 Residential Service Area Assessments. Each Owner of a Residential Unit, for each Residential Unit which the Owner owns, shall be liable for a proportionate share of the Association's Residential Service Area Expenses and any reserves to be collected by the Association to pay for future or anticipate Residential Service Area Expenses, which shall be levied as "**Residential Service Area Assessments.**" Except as otherwise provided herein, Residential Service Area Assessments shall be allocated equally among the Residential Units. Unit 206-A shall be allocated a Residential Service Area Assessment equal to double that of the other Residential Units given that Units 206 and 208 were combined. All amounts the Association collects as Residential Service Area Assessments shall be held in trust for and expended solely for the benefit of the Residential Service Area and shall be accounted for separately from the Association's general funds. The Association shall have all collection, lien and foreclosure rights in connection with Residential Service Area Assessments as granted to the Association in connection with Common Expenses and Assessments as set forth in Articles 7 and 8 of the Declaration.

7) **Amendment No. 7:** Exhibit A to the Declaration is deleted in its entirety and replaced with Exhibit A to this First Amendment.

8) **Conflicts.** All remaining provisions of the Amended and Restated Declaration and other Governing Documents of the Association and any prior amendments not specifically amended by this First Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this First Amendment and the provisions of the Amended and Restated Declaration or any prior amendments, the provisions of this First Amendment shall govern and control.

9) **Incorporation and Supplementation of Declaration.** This First Amendment is supplemental to the Amended and Restated Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this First Amendment and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, Declarant, through the undersigned, executed this First Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Apollo Square Condominiums on the 9th day of December, 2024.

Declarant: **APOLLO SQUARE, LLC**

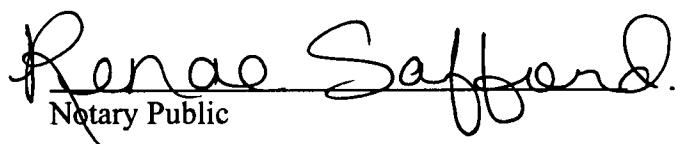
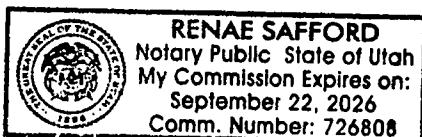


By: Laura Johnson

Authorized Representative for Declaration

STATE OF UTAH)
:ss.
County of Salt Lake)

On this 9th day of December, 2024, personally appeared before me, Laura Johnson, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that she is an authorized representative of Apollo Square, LLC, a Utah limited liability company, and that she executed the foregoing on behalf said entity being authorized and empowered to do so, and she acknowledged before me that such entity executed the same for the uses and purposes stated therein.



Renae Safford
Notary Public

EXHIBIT A

Legal Description

A parcel of land being two entire tracts described in that Special Warranty Deed, recorded as Entry No. 13028617 in Book 10802 at Page 8677 and in that Warranty Deed, recorded as Entry No. 13177751 in Book 1088 at Page 5151 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 3 and the Northwest Quarter of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point being South 21.94 feet and West 99.28 feet from the North Quarter Corner of Section 10, Township 2 South, Range 1 East Salt Lake Base and Meridian, said section corner being South 65°41'30" West 157.15 feet and South 15°25'30" East 178.44 feet from a centerline monument at the intersection of Murray-Holladay Road and Holladay Boulevard; and running thence South 59°31'56" West 209.38 feet to and along a concrete masonry unit wall more or less; thence South 65°41'30" West 238.87 feet continuing along said wall to the east line of AIX La Chappelle Condominium recorded July 6, 1979 as Entry No. 3304961 in Book 79-7 at Page 243; feet continuing along said wall; hence North 46°25'00" West 148.85 feet along the east line of said AIX La Chapelle Condominium to the Southerly Right of Way Line of Murray-Holladay Road;

thence along said Northerly Right of Way Line the following three (3) courses:

- (1) North 65°41'30" East 320.87 feet
- (2) North 24°18'30" West 7.00 feet;
- (3) North 65°41'30" East 134.72 feet;
thence South 45°30'00" East 131.32 feet to the point of beginning.

Contains: 61,583.63 Square Feet of 1.41 Acres.

Parcel Nos. 22-10-134-001-0000 through 22-10-134-039-0000.²

² The Parcel Nos. for Units 206 and 208 will be changed given the amended Plat which will be, or has been, filed concurrently with this First Amendment resulting in a new Unit 206-A.

The Parcel Nos. for each Unit are further set forth below:

Commercial Units*

Unit No.	Parcel No.
101	22-10-134-001-0000
102	22-10-134-002-0000
103	22-10-134-003-0000
104	22-10-134-004-0000
105	22-10-134-005-0000
106	22-10-134-006-0000
107	22-10-134-007-0000

Residential Units*

Unit No.	Parcel No.	Size	Square Footage*
201	22-10-134-008-0000	2 Bed, 2.5 Bath	2224
202	22-10-134-009-0000	2 Bed, 2.5 Bath	2012
203	22-10-134-010-0000	2 Bed, 2 Bath	1880
204	22-10-134-011-0000	2 Bed, 2 Bath	1608
205	22-10-134-012-0000	2 Bed, 2 Bath	1674
206 & 208 ³	22-10-134-013-0000 ⁴ 22-10-134-015-0000	4 Bed, 4 Bath	3302
207	22-10-134-014-0000	2 Bed, 2.5 Bath	1756
209	22-10-134-016-0000	2 Bed, 2.5 Bath	1435
210	22-10-134-017-0000	2 Bed, 2.5 Bath	1904
211	22-10-134-018-0000	2 Bed, 2.5 Bath	1456
212	22-10-134-019-0000	3 Bed, 3.5 Bath	2120
213	22-10-134-020-0000	2 Bed, 2.5 Bath	1570

³ The amended Plat which will be, or has been, filed concurrently with this First Amendment, shows Units 206 and 208 being combined and resulting in a new Unit 206-A. Following the recorded of this First Amended and the amended Plat, Units 206 and 208 should be referred to as Unit 206-A in this table.

⁴ See footnote no. 2, above.

214	22-10-134-021-0000	2 Bed, 2.5 Bath	1688
215	22-10-134-022-0000	2 Bed, 2.5 Bath	1515
301	22-10-134-023-0000	2 Bed, 2.5 Bath	2012
302	22-10-134-024-0000	2 Bed, 2.5 Bath	1880
303	22-10-134-025-0000	2 Bed, 2.5 Bath	1880
304	22-10-134-026-0000	2 Bed, 2.5 Bath	1608
305	22-10-134-027-0000	2 Bed, 2.5 Bath	1674
306	22-10-134-028-0000	2 Bed, 2.5 Bath	1577
307	22-10-134-029-0000	2 Bed, 2.5 Bath	1756
308	22-10-134-030-0000	2 Bed, 2.5 Bath	1691
309	22-10-134-031-0000	2 Bed, 2.5 Bath	1435
310	22-10-134-032-0000	2 Bed, 2.5 Bath	1904
311	22-10-134-033-0000	2 Bed, 2.5 Bath	1456
312	22-10-134-034-0000	2 Bed, 2.5 Bath	2120
313	22-10-134-035-0000	2 Bed, 2.5 Bath	1570
314	22-10-134-036-0000	2 Bed, 2.5 Bath	1688
315	22-10-134-037-0000	2 Bed, 2.5 Bath	1897

*The as-built square footage of any particular Unit may vary slightly from the amount stated herein.