

Record against the Real Property
Described on Exhibit A

14346125 B: 11549 P: 9374 Total Pages: 6
02/11/2025 04:33 PM By: vanguyen Fees: \$468.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: JENKINS BAGLEY SPERRY, PLLC
285 W TABERNACLE ST STE 301ST GEORGE, UT 84770

After Recording Return To:
Brookstone Condominium Homeowner's
Association, Inc.
1630 East 6480 South
Salt Lake City, UT 84121

**FIRST AMENDMENT TO THE
SECOND AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BROOKSTONE CONDOMINIUM
HOMEOWNER'S ASSOCIATION, INC.**

This First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookstone Condominium Project (this "First Amendment") is adopted by Brookstone Condominium Homeowner's Association, Inc. (the "Association") and is effective as of the date it is recorded in the office of the Salt Lake County Recorder.

RECITALS

A. A "Declaration of Covenants, Conditions and Restrictions of Brookstone" ("Enabling Declaration") was recorded with the Salt Lake County Recorder's office on June 12, 1978, as Entry No. 3121458.

B. Four "Supplementary Declarations of the [Enabling Declaration]" were subsequently recorded with the Salt Lake County Recorder's Office, in order respectively, on February 5, 1979 as Entry No. 3233272, January 4, 1980 as Entry No. 338430, April 6, 1982 as Entry No. 3663886, and November 10, 1982 as entry No. 3728826.

C. An "Amended and Restated Declaration of Covenants, Conditions and Restrictions of [Brookstone Project]" ("Amended and Restated Declaration") was recorded with the Salt Lake County Recorder's office on May 20, 1996 as Entry No. 6360654, which replaced the Enabling Declaration.

D. Three "Supplement[s] to the [Amended and Restated Declaration]" were recorded with the Salt Lake County Recorder's Office, in order respectively, on July 30, 1996 as Entry No. 6416458, March 27, 2002 as Entry No. 8186979, and August 8, 2019 as Entry No. 13064478.

E. The "Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookstone Condominium Homeowner's Association, Inc." was recorded with the Salt Lake County Recorder's Office on December 30, 2022, as Entry No. 14058251. The Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookstone Condominium Homeowner's Association, Inc. is referred to as the "Declaration."

F. All capitalized terms, unless otherwise specifically defined in this First Amendment, shall have the same meaning and definitions assigned to them in the Declaration.

G. This First Amendment affects the real property identified on Exhibit A, which exhibit is attached hereto and incorporated by reference.

AMENDMENTS

- 1) **Amendment No. 1:** The following is added to the Declaration as a new subsection 7.2(a)(i):
 - (i) For purposes of preparing and adopting the annual budget through the calendar year 2034, the current and future Board of Trustees shall use the reserves budgeting and forecasting tool which is in Excel format and was approved and used by the Board of Trustees serving through 2024. This Excel spreadsheet budgeting and forecasting tool (titled "Future Capital Reserves Maint Sched-14 Years (\$180K-\$330K 8 yrs-Yearly Reserves Assessment Pd Monthly-Par Value) v9 2034)" shall be used each year for reserves budgeting purposes from 2025 through 2034. The reserve funds budgeted and collected during this period for the purpose of replacing all of the roofs within the Condominium Project shall not be used for any other capital projects. The roof replacement project, anticipated to begin in the spring of 2026, shall continue annually, without interruption, until the project has been completed no later than October 1, 2034.
- 2) **Amendment No. 2:** Section 7.11 (Special Assessments) of the Declaration is deleted in its entirety and replaced with the following:

7.11 **Special Assessments.** Subject to any limitations in this Declaration for the particular type of expense, the Association, acting through its Board and upon unanimous approval of the Board Members, is expressly authorized to set and collect Special Assessments payable as may be determined by the Board of Trustees (in lump sums or over a period of time) to pay for any Common Expenses or Capital Improvement. Funds generated from a Special Assessment can only be expended for the purpose for which the Special Assessment was assessed by the Association. Notwithstanding the wording or terms of any notice of a Special Assessment, a Special Assessment shall be deemed assessed, for all purposes, on the date notice of the Special Assessment is delivered to the Owner. The Notice shall set forth the specific purpose for the Special Assessment and state the deadline for and terms of payment. No more than one Special Assessment may be assessed by the Board of Trustees within an annual budget cycle and the amount of said Special Assessment may not be in excess of ten percent (10%) of the total annual operational budget in an annual budget cycle. Any Special Assessment in an amount greater than ten percent (10%) of the total annual operational budget must be approved at a meeting called for that purpose by Owners holding at least fifty-one percent (51%) of the total Undivided Interests.
- 3) **Amendment No. 3:** The following is added to the Declaration as a new subsection 19.1(b)(i):
 - (i) The Board shall strictly follow and comply with the provisions in Utah Code § 57-8-7.5 when formulating the Association's annual budget and determining

the amount of the budget's reserve fund line item. The Board of Trustees shall use and rely upon the Association's most current reserve analysis when preparing the annual budget and determining the amount of the budget's reserve fund line item.

4) **Conflicts.** All remaining provisions of the 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 Declaration or any prior amendments or supplements thereto, the provisions of this First Amendment shall govern and control.

5) **Incorporation and Supplementation of Declaration.** This First Amendment is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions the Declaration, 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, the Association, through its undersigned representative, executed this First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Brookstone Condominium Homeowner's Association, Inc. as of the date indicated below. The Association, through the undersigned, further certifies that Unit Owners holding the requisite percentage of the Undivided Interest of the Association approved and adopted this First Amendment.

Date this 27th day of January, 2025.

BROOKSTONE HOMEOWNER'S ASSOCIATION

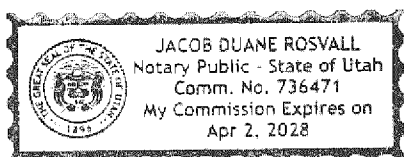


By: ALAN STEVENS

Its: PRESIDENT

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

On this 27th day of January, 2025, personally appeared before me, Alan Stevens, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is member of the Association's Board of Trustees and an authorized representative of the Association, and that he executed the foregoing on behalf said entity being authorized and empowered to do so, and he acknowledged before me that such entity executed the same for the uses and purposes stated therein.


Notary Public

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EXHIBIT A

(LEGAL DESCRIPTION & PARCEL NUMBERS)

The Brookstone Condominium Project is located in Salt Lake County, Utah and is more particularly described as follows:

LEGAL DESCRIPTION:

PHASE ONE

Beginning at a point on the centerline of 6400 South Street, said point being S 0°07'45" W 1404.54 feet; thence N 89°57'30" W 2639.85 feet to a monument; thence 89°46'54" W along the centerline of said 6400 South Street 378.466 feet from the Northeast Corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 356.88 feet; thence East 59.25 feet; thence South 338.00 feet; thence West 112.00 feet; thence South 160.45 feet; thence S 60°00' W 176.17 feet to a point on a curve to the right, the radius point of which is N 60°00' E 232.50 feet; thence Northwesterly along the arc of said curve 29.42 feet to a point of tangency; thence N 22°45' W 161.05 feet to a point of a 1150.0 foot radius curve to the left; thence Northwesterly along the arc of said curve 225.80 feet to a point of a reverse curve to the right, the radius point of which is N 56°00' E 210.0 feet; thence Northerly along the arc of said curve 142.94 feet; thence S 87°13'06" W 196.87 feet; thence N 2°46'54" W 447.00 feet to the centerline of said 6400 South Street; thence S 89°46'54" E along said centerline 641.234 feet to the point of beginning.

RESERVED FROM THE FOREGOING SUBMISSION are such easements and rights of ingress and egress over, across, through, and under the above-described tracts and any improvements now or hereafter constructed thereon as may be necessary to develop the entire Project. If pursuant to this reservation, the above-described real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall terminate upon the completion and sale by Declarant of all Units in the Project. The foregoing submission is subject to a 12 ft. drainage and irrigation easement to Salt Lake County Flood Control and to Little Cottonwood Ditch Company described as follows:

Beginning at a point on the South line of 6400 South Street said point being South 1431.74 feet and West 3661.10 feet from the Northeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 2°46'54" East 413.95 feet; thence North 87°13'06" East 12.00 feet; thence North 2°46'54" West 413.32 feet to the South line of said 6400 South Street; thence North 89°46'54" West along said South line 12.02 feet to the point of beginning. And subject, also, to easements of record and visible and subject, further, to restrictions, conditions and covenants of record.

PHASE TWO

Beginning at the center of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence N 89°37'20" W along the South line of the Northwest quarter of said second 1096.07 feet to the East line of Rothmoor Estates No. 1 Subdivision; thence along the East line of said Subdivision as follows: N 26°13'06" E 287.73 feet; thence N 70°43'06" E 188.10 feet; thence N 26°16'54" W 272.24 feet; thence N 36°31'54" W 132.00 feet; thence N 2°46'54" W 114.01 feet; thence leaving said East line N 87°13'06" E 196.87 feet to a point on a curve to the left; the radius point of which is S 85°00' E 210.0 feet; thence Southeasterly along the arc of said curve 142.94 feet, to a point of a reverse curve to the right, the radius point of which is S 56°00' W 1150.0 feet; thence Southeasterly along the arc of said curve 225.80 feet to a point of tangency; thence S 22°45' E 161.05 feet to a point of a 232.50 foot radius curve to the left; thence Southeasterly along the arc of said curve 29.42 feet; thence N 60°00' E 176.17 feet; thence North 160.45 feet; thence East 112.00 feet; thence North 338.0 feet; thence East 68.765 feet to a point of a 90.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 145.56 feet to a point of tangency; thence S 2°40' W 137.00 feet to a point of a 1000.00 foot radius curve to the left; thence Southerly along the arc of said curve 168.715 feet to a point of tangency; thence S 7°00' E 170.00 feet to a point of 120.0 foot radius curve to the right; thence Southwesterly along the arc of said curve 128.42 feet; thence S 35°41' E 38.465 feet; thence S 89°54'30" E 325.20 feet; thence S 0°05'30" W 56.135 feet; thence S 20°14'17" W 85.37 feet; thence S 0°16'04" W 31.00 feet; thence N 89°43'56" W 130.90 feet to the point of beginning. Contains 12.197 acres.

Subject to easements of record, and visible, and subject, also, to restrictions and covenants of record.

RESERVING UNTO THE DECLARANT a perpetual 24 foot right-of-way easement for ingress and egress the centerline of which is described as follows:

Beginning at a point on the South right of way line of 6400 South Street, said point being North 89°46'54" West along the center line of said 6400 South Street 537.59 feet and South 0°13'06" West 33.00 feet from a Salt Lake County Monument at point where the center line of said 6400 South Street intersects the West line of the Northeast quarter of Section 21, Township 2 South, Range 1 East, Salt Base and Meridian; said point of beginning also being North 1203.13 feet and West 535.74 feet from the center of said Section 21 and running thence South 0°13'06" West 324.485 feet; thence East 288.50 feet to a point of a 90.0 foot radius curve to the right; thence Southeasterly along the arc of said curve 145.56 feet to a point of tangency; thence South 2°40' West 137.00 feet to a point of a 1000.0 foot radius curve to the left; thence Southerly along the arc of said curve 168.715 feet to a point of tangency; thence South 7°00' East 170.00 feet to a point of 120.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 128.42 feet; thence South 35°41' East 38.465 feet; thence South 89°54'30" East 170.58 feet; thence South 69°54'30" East 21.93 feet; thence South 89°54'30" East 52.82 feet; thence South 44°54'30" East 102.47 feet to a point on the Northwesterly line of a RV storage area said point being North 86.68 feet and East 151.80 feet from the center of said Section 21.

PHASE THREE

Beginning at a point which is South 89°43'56" East along the quarter section line 160.61 feet and North 129.88 feet from the center of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°05'30" East 37.495 feet; thence North 89°54'30" West 325.20 feet; thence North 35°41' West 38.465 feet to a point on a 120.00 foot radius curve to the left the center of which bears North 35°41' West from said point; thence Northerly along the arc of said curve 128.42 feet to the point of tangency; thence North 7°00' West 170.00 feet to a point of a 1000.00 foot radius curve to the right; thence Northerly along the arc of said curve 168.715 feet to the point of tangency; thence North 2°40' East 24.90 feet; thence South 89°54'30" East 168.00 feet; thence South 0°05'30" West 7.76 feet; thence South 89°54'30" East 138.19 feet to an old fence line; thence South 0°30' East long said fence line 123.73 feet; thence South 89°57'30" East 157.87 feet to an old fence line; thence South 0°35' East along said fence line 411.52 feet thence North 89°54'30" West 144.92 feet to the point of beginning. Contains 4.949 acres.

PHASE FOUR

Beginning at a point on an old fence line which point is South 89°43'56" East along the quarter section line 142.39 feet and North 664.90 feet from the center of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°54'30" West 138.19 feet; thence North 0°05'30" East 776 feet; thence North 89°54'30" West 168.00 feet; thence North 2°40' East 112.10 feet to a point of a 90.0 foot radius curve to the left; thence northwesterly along the arc of said curve 145.56 feet to a point of tangency; thence West 128.015 feet; thence North 356.88 feet to the centerline of 6400 South Street; thence South 89°46'54" East along said centerline 371.27 feet to a point on the extension of an old fence line; thence South 0°15' East along said extension and fence line 281.07 feet; thence South 89°57'30" East 143.87 feet to an old fence line; thence South 0°30' East along said fence line 288.72 feet to the point of beginning.

PARCEL NUMBERS:

22-21-177-002 thru 22-21-177-057;
22-21-179-002 thru 22-21-179-085;
22-21-252-002 thru 22-21-252-043; and
22-21-178-002 thru 22-21-178-040.