

AMENDED DECLARATION OF CONDOMINIUM
OF THE
GRANT SQUARE CONDOMINIUM PROJECT
A UTAH CONDOMINIUM PROJECT
TO EXPAND CONDOMINIUM PROJECT

APPROVED
AUG 21 1984
CITY RECORDER

3983809

This Amended Declaration of Condominium, hereinafter sometimes referred to as the "Phase II Declaration", is made and executed this 10th day of July, 1984, by GRANT SQUARE ASSOCIATES, INC., a Utah Corporation, hereinafter referred to as the "Declarant".

RECITALS

A. Description of Land to be Added to Condominium Project. Declarant is the record owner of the following described parcel of land located in Salt Lake County, Utah, which is described as follows:

Beginning at the Southeast corner of Lot 7, Block 22, Plat "B", Salt Lake City Survey and running thence S 89°57'38" W 130.00 feet; thence No 0°02'13" W 10.00 feet; thence S 89°57'38" W 80.00 feet; thence S 0°02'13" E 10.00 feet; thence S 89°57'38" W 54.00 feet; thence N 0°02'13" W 74.50 feet; thence N 89°57'38" E 25.25 feet; thence N 0°02'13" W 90.50 feet; thence N 89°57'38" E 238.75 feet; thence S 0°02'13" E 165.00 feet to the point of beginning.

Contains 0.9292 acres.

This land is hereinafter referred to as the "Phase II Land".

B. Buildings, Improvements and the Phase I Land. The Declarant has constructed or will construct on the Phase II Land certain buildings and other improvements as shown more specifically on the Record of Survey Map of Grant Square Condominiums Phase II, as defined below. The Declarant has also constructed Phase I of the condominium project on nearby property, which property is more

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fully described as follows:

Beginning at a point South $89^{\circ}57'38''$ West 216.40 feet from the Southeast Corner of Lot 1, Block 22, Plat "B" of the Salt Lake City Survey and running thence South $89^{\circ}57'38''$ West 262.10 feet; thence North $0^{\circ}02'13''$ West 145.00 feet; thence North $89^{\circ}57'38''$ East 262.10 feet; thence South $0^{\circ}02'13''$ East 145.00 feet to the point of beginning. Containing 0.8725 Acres.

C. Record of Survey Map. The Declarant shall execute and record in the office of the Salt Lake County Recorder concurrently with the recording of this Amended Declaration, an instrument entitled the "Record of Survey Map of Grant Square Condominiums Phase II, a Utah Condominium Project." Declarant already recorded a similar document for Phase I on or about December 8, 1983.

D. Intent and Purpose. Declarant, by recording this Amended Declaration and the Record of Survey Map as required by statute, intends to submit the Phase II Land, buildings and other improvements presently existing or to be constructed upon the Phase II Land to the provisions of the Utah Condominium Act, Utah Code Annotated, Section 57-8-1, et. seq., and to impose upon said Land mutually beneficial covenants, conditions and restrictions pursuant to a general plan of improvement for the benefit of all Condominium units in the Project as well as the Owners thereof. More specifically, by recording this Amended Declaration, the Declarant seeks to add the Phase II Land, Buildings, and improvements to the condominium project which has already been created on the land described in paragraph B above.

E. Phase I Recordings. The Record of Survey Map for that part of the Project which has already been submitted to the provisions of the Utah Condominium Act was recorded on or about

December 8, 1983 in the Salt Lake County Records Office as Entry No. 3878704. Concurrently therewith, Declarant filed and recorded as Entry No. 3878705 in that same office, a Declaration of Condominium of the Grant Square Condominium Project, hereinafter referred to as the "Declaration" or sometimes as the "original Declaration."

F. Bylaws. The administration of the Project including that part of the Project built upon the Phase II Land shall be governed by the Declaration, this Amended Declaration and the Bylaws of the Association, which bylaws are attached as Exhibit "B" to the Declaration described above.

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby makes the following Amended Declaration:

ARTICLE I

DEFINITIONS

1.01 "Defined Terms Amended". Certain Defined Terms of the original Declaration and of any amendments thereto duly filed as of this date are hereby amended as set forth in this Article to reflect the changes made by adding the Phase II Land. As used in this instrument, the original Declaration, or any amendments thereto which are effective as of this date, other terms defined in the Declaration not amended by this Article shall have the meaning set forth in the original Declaration unless the content otherwise indicates.

1.02 "Building or Buildings" shall mean any one or more of the buildings whether they contain units or not which have been or will hereafter be constructed on the Land as such buildings are shown on the Map.

1.03 "Condominium" shall mean a Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in Common Areas appurtenant to such Unit as set forth in Exhibit "A" attached to this Amended Declaration and incorporated herein by reference.

1.04 "Land" shall mean the land on which Phase I is constructed, described in Recital B hereof together with the Phase II Land described in Recital A hereof.

1.05 "Map" shall mean the Record of Survey Map for Grant Square Condominium Project, a Utah Condominium Project, recorded contemporaneously with the Declaration, and any Supplemental Maps pertaining to the Project and recorded or to be recorded in the office of the County Recorder of Salt Lake County, State of Utah including, but not limited to the Record of Survey Map for Grant Square Condominiums Phase II recorded concurrently with this Amended Declaration.

1.06 "Project" shall mean the land, the buildings, and all improvements submitted by the Declaration, this Amended Declaration and the Map to the provisions of the Condominium Act.

1.07 "Total Votes of the Association" shall mean the total number of votes appertaining to all Condominiums in the Project, as shown in Exhibit "A", attached to this Amended Declaration.

1.08 "Unit Number" shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A", and on the Map.

1.09 "Other Definitional Changes". The foregoing

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changes are necessitated by the addition of the Phase II Land to the Project. As these definitions change, Defined Terms in the Declaration which use such terms including such terms as Common Areas, Common Areas and Facilities, Limited Common Areas, Owner, Unit Owner and other Defined Terms are thereby changed by the change in meaning to the Defined Terms used in their definitions. Without setting forth each such term, all Defined Terms in the Declaration which are affected by the addition of the new Land, additional Buildings, and other Units to the Project by this Amended Declaration shall be deemed amended to the extent necessary to accurately reflect the changes made by this Declaration.

1.10 "Phase I Land" shall mean and refer to that parcel of land described in paragraph "A" of the Recital Section of the original Declaration which was the first parcel to become part of the Project.

ARTICLE II

SUBMISSION AND DIVISION OF PROJECT

2.01 "Submission to Condominium Act". The Declarant hereby submits the Phase II Land, the Buildings thereon, and all other improvements now or hereafter made in or upon the Phase II Land to the provisions of the Condominium Act. All of said property and all of the other Land previously submitted to the Act is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a fee simple Condominium Project to be known as Grant Square Condominium Project, a Utah Condominium Project. All of said property is and shall be subject to the covenants, conditions, restrictions, uses,

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limitations, and obligations set forth herein, in the original Declaration, and in any amendments thereto, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the Land and shall be a burden and a benefit on the Land and shall be binding upon the declarant, its successors and assigns, and to any person acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns.

2.02 "Division into Condominiums." The Project is hereby divided into Condominiums, each such condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas, as set forth in Exhibit "A", attached hereto. The Association votes appurtenant to each Unit are also set forth in said Exhibit "A".

ARTICLE III

CONDOMINIUM EXPANDED

3.01 Pursuant to the provisions of Article XVI of the Declaration, the Project is hereby expanded to include the land, buildings, and improvements on the Phase II Land.

3.02 "Declaration Amended." The Declaration is hereby amended to change the definitions of the Declaration in the manner set forth herein, to take into account the expansion described above, and to make the other modifications contained herein. Except as modified herein, the Declaration is restated and incorporated herein by reference.

ARTICLE IV

LAND SUBJECT TO TERMS OF DECLARATION AS AMENDED

4.01 "Buyers Subject to Declaration." A copy of the original Declaration is recorded as Entry No. 3878705 at Book No. 5513 and Page No. 1059 in the Salt Lake County Recorder's Office and is incorporated herein by reference. Any person acquiring any interest in any of the real property, units or improvements which are part of the Project whether on Phase I Land or Phase II Land shall be subject to the terms of the original Declaration as amended by this instrument and to any other proper amendments to the Declaration or to this Amended Declaration.

ARTICLE V

PROVISIONS PECULIAR TO PHASE II LAND

5.01 "Turn-Arounds." The Turn-Arounds are located one (1) each at the end of Beldon Place and Stanton Avenue and are more particularly described in Exhibit "B" attached hereto. Though they are not part of the Project or the Additional Land, in accordance with an agreement between Salt Lake City Corporation and the Declarant, the Association is to be responsible for the maintenance of the Turn-Arounds and the cost thereof. It was the intent of the original Declaration to make the Association so responsible. In the event that it is eventually determined that the original Declaration does not require owners of Units located upon the Phase I Land to pay for maintenance of the Turn-Arounds through any of the assessments outlined in Article IX of the Declaration, owners of Units on Phase II Land and any subsequent land added to the Project shall nevertheless be assessed by the Association, pursuant to Article IX of the Declaration, such

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sums as are necessary to pay for the maintenance of the Turn-Arounds. Any such assessments shall be allocated between affected Units in proportion to the square footage of those Units.

5.02 "Changes to Common Areas." Declarant has not yet constructed a tennis court, accompanying fences, a barbecue area, and a running track as part of the Project's Common Areas and intends to do so provided it is not prevented from so acting. The Map does not show these structures. Without having to secure the consent of any Owner of any Unit, Declarant may install a running track, tennis court, and a barbecue area, which in some part may encroach to some extent on the Phase II Land south of the Building containing Units described in paragraph 5.03 hereof, provided such facilities do not encroach upon other structures or parking areas, provided the construction is completed within the time limit specified in paragraph 16.01(d) of the Declaration and provided all the land upon which such facilities are built is eventually added to the Project as Common Areas. Each Unit Owner, whether such Unit is on Phase I Land or Phase II Land, shall be deemed to have delivered to Declarant upon the submission of the Phase II Land to the Condominium Act, a power of attorney granting to Declarant the irrevocable right to install such facilities which may encroach on the Phase II Land and the right on their behalf to execute and record any documents or amendments necessary to effect such changes or to record such changes. The Phase II Land shall be subject to Declarant's right to install such facilities. Exhibit "C" shows a recently planned layout for these facilities. The tennis court may be closer to the pool area than is shown and

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other changes may be made.

5.03 "Principal Construction Materials." The Building in the Phase II Land containing Units will rest on reinforced concrete footings and foundations. The walls of the Building containing Units are of masonry construction, the exterior surfaces of which are brick, and the interior surfaces of which are covered with gypsum sheetrock. The floors are concrete floors covered with carpet, linoleum, or equivalent floor coverings. The Building containing Units is supported by steel support beams and the roof is composed of wood frame covered with plywood and surfaced with asphalt shingles.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amended Declaration this 10th day of July 1984.

DECLARANT:
GRANT SQUARE ASSOCIATES, INC.
a Utah Corporation

By: [Signature] Vice Pres.

ATTEST:

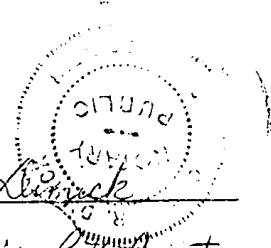
By: [Signature]

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

On this 10th day of July, 1984, personally appeared before me Stephen P. Bruno & Dennis W. Hay, who, being by me duly sworn, did say that they are the Vice-President and Secretary, respectively, of Grant Square Associates, Inc., a Utah Corporation, and the within and foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and said Officers acknowledged

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to me that said Corporation executed the same.



Carla R. Linnick
NOTARY PUBLIC

My Commission Expires: 6/13/88 Residing at: Salt Lake County

APPROVAL BY CITY

SALT LAKE CITY, a body corporate and politic, and the City in which Grant Square Condominium Project, a Utah condominium project, is located, by and through its duly elected Mayor, does hereby give final approval to the said Project as expanded, to the foregoing Amended Declaration, to the Record of Survey Map recorded concurrently herewith, and to the attributes of the said Project which are mentioned in Section 57-8-35(3) of

the Utah Condominium Ownership Act, as amended and expanded by the laws of the state of Utah, 1975, Chapter 173, Section 18.

DATED: AUG 21 1984

SALT LAKE CITY

W. D. Wilson
Mayor

ATTEST:

Arthur Marshall
City Recorder



AUG 22 1984

Recorded at 3:15 P
Request of David Ferguson

KATIE L. LYNCH, Recorder
Salt Lake County, Utah

S 6850 By Jacqueline Pope Deputy
Jacqueline Pope

REF.

10 370 South 500 East
S.L.C. UT 84102

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CONSENT OF MORTGAGEE
TO SUBMIT PROPERTY TO CONDOMINIUM OWNERSHIP

NEBRASKA SAVINGS AND LOAN ASSOCIATION, the undersigned, a corporation of the United States, with its principal office at 415 E. Sixth, Fremont, Nebraska 68025, being the Trustee and Beneficiary of the Trust Deed affecting the real property submitted by Declarant to the provisions of the Utah Condominium Ownership Act, does hereby consent to such submission by the Declarant. In so consenting, the undersigned merely submits its interests in said real property to the provisions of the said Act. The undersigned has made no representations or warranties in the Amended Declaration and does not assume any of the obligations of a sponsor of the said Condominium Project.

DATED this 2 day of July, 1984.

NEBRASKA SAVINGS AND LOAN

By: Charles J. Leise
Its: Executive Vice President

ATTEST: Lloyd Kibrell
Secretary Executive Vice President

STATE OF NEBRASKA)
) ss
County of Rodge)

On the 2 day of July, 1984, personally appeared before me Charles J. Leise and Lloyd Kibrell, who being by me duly sworn, did say, each for himself, that he, Charles J. Leise, is the Executive Vice President, and he, the said Lloyd Kibrell, is the Secretary of NEBRASKA SAVINGS AND LOAN ASSOCIATION, a Corporation of the United States, and that the within and foregoing instrument was signed in behalf of said Corporation by the authority of a resolution of its Board of Directors, and the said Charles J. Leise and Lloyd Kibrell each duly acknowledged to me that said Corporation executed the same.

Peter L. Heintzelman
NOTARY PUBLIC

My commission expires: 12/31/86 Residing at: Fremont, Ne



CONSENT OF VETERAN'S ADMINISTRATION
TO SUBMIT PROPERTY TO CONDOMINIUM OWNERSHIP

As or on behalf of the Administrator of the Veteran's Administration, the undersigned, a duly authorized agent of the United States Government, does hereby consent to the foregoing Amended Declaration. In so consenting, the undersigned merely submits its interests in said real property to the provisions of the Condominium Act. The undersigned has made no representations or warranties in the Amended Declaration and does not assume any of the obligations of a sponsor of the said Condominium Project.

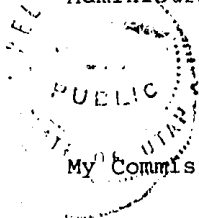
DATED this 14 day of June, 1984.

VETERAN'S ADMINISTRATION

By: [Signature]
Its: [Signature]
Acting on Behalf of the
Administrator.

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

On the 14th day of June, 1984, personally appeared before me Floyd A. Johnson who, being by me duly sworn, did say that he, the said Floyd A. Johnson, is the Loan Guaranty Officer of the Veteran's Administration, an agency of the United States, and that the within and foregoing instrument was signed in behalf of said Veteran's Administration by the authority of the Administrator of the Veteran's Administration and that he duly acknowledged to me that said Veteran's Administration executed the same.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, UT

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EXHIBIT "A"

(Attached to and forming a part of the Amended Declaration of Condominium of the Grant Square Condominium Project to Expand Condominium Project.)

UNITS, UNDIVIDED OWNERSHIP INTERESTS AND VOTES:

PHASE I UNITS

Unit No.	Size* (Square feet)	Undivided Ownership Interests**	
		(Percentage)	(Votes)
1101	896	1.14	
1102	896	1.14	1.14
1103	927	1.18	1.14
1104	642	.82	1.18
1105	642	.82	.82
1106	927	.82	.82
1107	927	1.18	1.18
1108	896	1.14	1.14
1109	896	1.14	1.14
1109	669	1.10	1.14
1110	642	1.10	1.10
1111	642	.82	.82
1112	642	.82	.82
1112	927	1.18	1.18
1201	896		
1202	896	1.14	1.14
1203	896	1.14	1.14
1203	927	1.18	1.18
1204	642	.82	.82
1205	642	.82	.82
1206	927	1.18	.82
1207	896	1.18	1.18
1208	896	1.14	1.14
1208	896	1.14	1.14
1209	869	1.14	1.14
1210	869	1.10	1.14
1210	642	1.10	1.10
1211	642	.82	.82
1211	642	.82	.82
1212	642	.82	.82
1212	927	1.18	1.18
1301	896		
1302	896	1.14	1.14
1302	896	1.14	1.14
1303	927	1.18	1.18
1304	642	1.18	1.18
1304	642	.82	.82
1305	642	.82	.82
1306	927	.82	.82
1306	927	1.18	1.18
1307	896	1.14	1.14
1303	896	1.14	1.14
1309	896	1.14	1.14
1309	669	1.10	1.14
1310	642	1.10	1.10
1311	642	.82	.82
1311	642	.82	.82
1312	642	.82	.82
1312	927	1.18	1.18

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Unit No.	Size * (Square Feet)	Undivided Ownership Interests **	
		Percentage	Votes
1401	896	1.14	1.14
1402	896	1.14	1.14
1403	927	1.18	1.18
1404	642	.82	.82
1405	642	.82	.82
1406	927	1.18	1.18
1407	896	1.14	1.14
1408	896	1.14	1.14
1409	869	1.10	1.10
1410	642	.82	.82
1411	642	.82	.82
1412	927	1.18	1.18

PHASE II UNITS

Unit No.	Size * (Sq. Ft)	Undivided Ownership Interests **	
		(Percentage)	(Votes)
2101	897	1.14	1.14
2102	897	1.14	1.14
2103	932	1.18	1.18
2104	651	.82	.82
2105	658	.83	.83
2106	885	1.12	1.12
2107	897	1.14	1.14
2108	897	1.14	1.14
2109	932	1.18	1.18
2110	651	.82	.82
2111	651	.82	.82
2112	940	1.19	1.19
2201	897	1.14	1.14
2202	897	1.14	1.14
2203	932	1.18	1.18
2204	651	.82	.82
2205	658	.83	.83
2206	885	1.12	1.12
2207	897	1.14	1.14
2208	897	1.14	1.14
2209	932	1.18	1.18
2210	651	.82	.82
2211	651	.82	.82
2212	940	1.19	1.19
2301	897	1.14	1.14
2302	897	1.14	1.14
2303	932	1.18	1.18
2304	651	.82	.82
2305	658	.83	.83

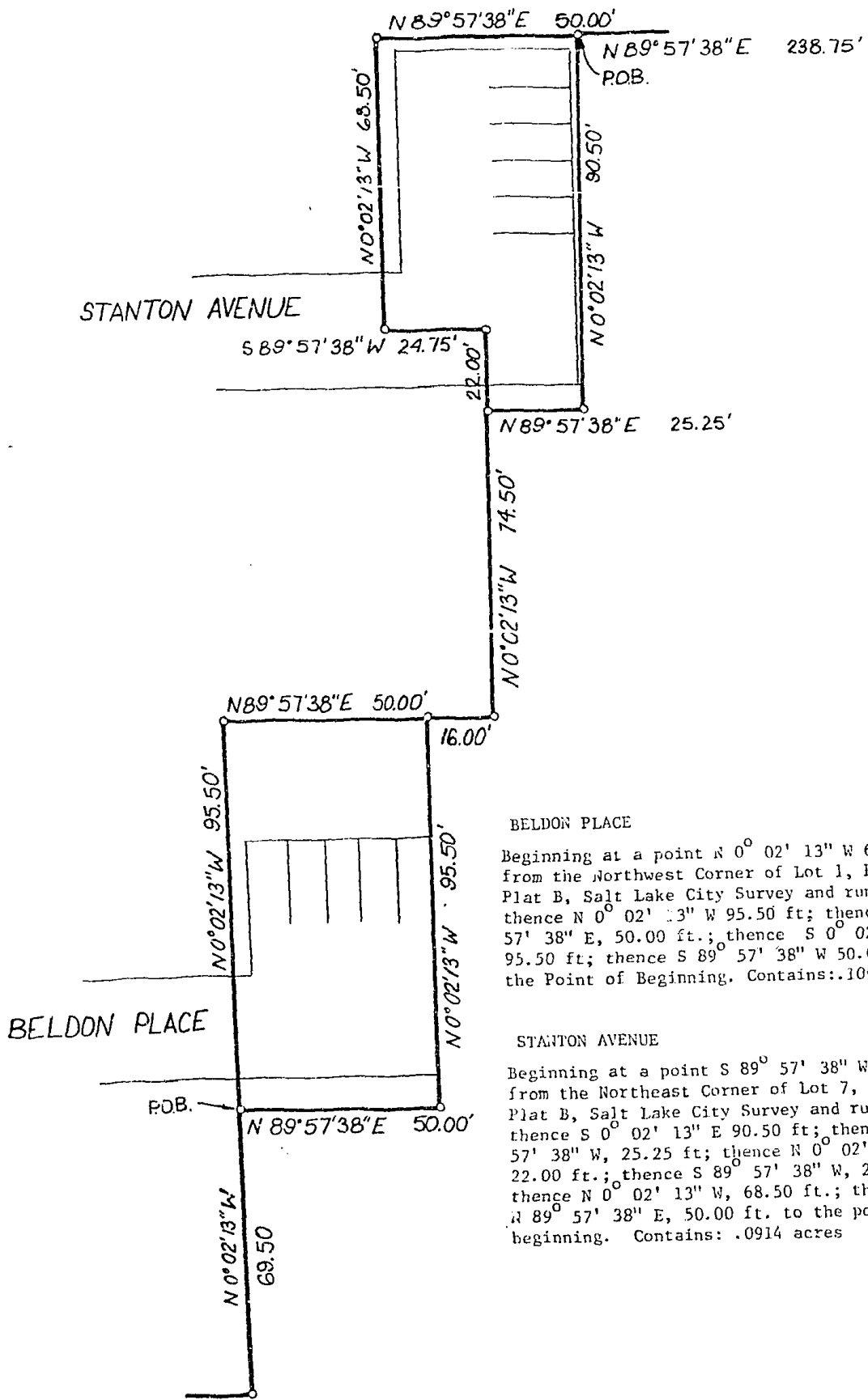
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Unit No.	Size * (Sq. Ft)	Undivided Ownership Interests**	
		(Percentage)	(Votes)
2306	885	1.12	1.12
2307	897	1.14	1.14
2308	897	1.14	1.14
2309	932	1.18	1.18
2310	651	.82	.82
2311	651	.82	.82
2312	940	1.19	1.19
2401	897	1.14	1.14
2402	897	1.14	1.14
2403	932	1.18	1.18
2404	651	.82	.82
2405	658	.83	.83
2406	885	1.12	1.12
2407	897	1.14	1.14
2408	897	1.14	1.14
2409	932	1.18	1.18
2410	651	.82	.82
2411	651	.82	.82
2412	940	1.19	1.19
Totals	78,760	100%	100%

* Size has been determined on the basis of the approximate number of square feet of floor space within each respective Unit, as shown on the Map and rounded off.

** Undivided Ownership Interest Percentages have been computed on the basis of the approximate number of square feet of floor space within each respective Unit of the Project taken as a percentage of the approximate aggregate number of square feet of floor space within all Units in the Project rounded off with a minor adjustment to the 651 and 658 sq. ft. units of where the percentage ownership was rounded down instead of up to make the total equal 100%.

Exhibit "B"



BELDON PLACE

Beginning at a point N 0° 02' 13" W 69.50 ft. from the Northwest Corner of Lot 1, Block 22, Plat B, Salt Lake City Survey and running thence N 0° 02' 13" W 95.50 ft.; thence N 89° 57' 38" E, 50.00 ft.; thence S 0° 02' 13" E, 95.50 ft.; thence S 89° 57' 38" W 50.00 ft. to the Point of Beginning. Contains: .1096 acres

STANTON AVENUE

Beginning at a point S 89° 57' 38" W 238.75 ft. from the Northeast Corner of Lot 7, Block 22, Plat B, Salt Lake City Survey and running thence S 0° 02' 13" E 90.50 ft.; thence S 89° 57' 38" W, 25.25 ft.; thence N 0° 02' 13" W, 22.00 ft.; thence S 89° 57' 38" W, 24.75 ft.; thence N 0° 02' 13" W, 68.50 ft.; thence N 89° 57' 38" E, 50.00 ft. to the point of beginning. Contains: .0914 acres

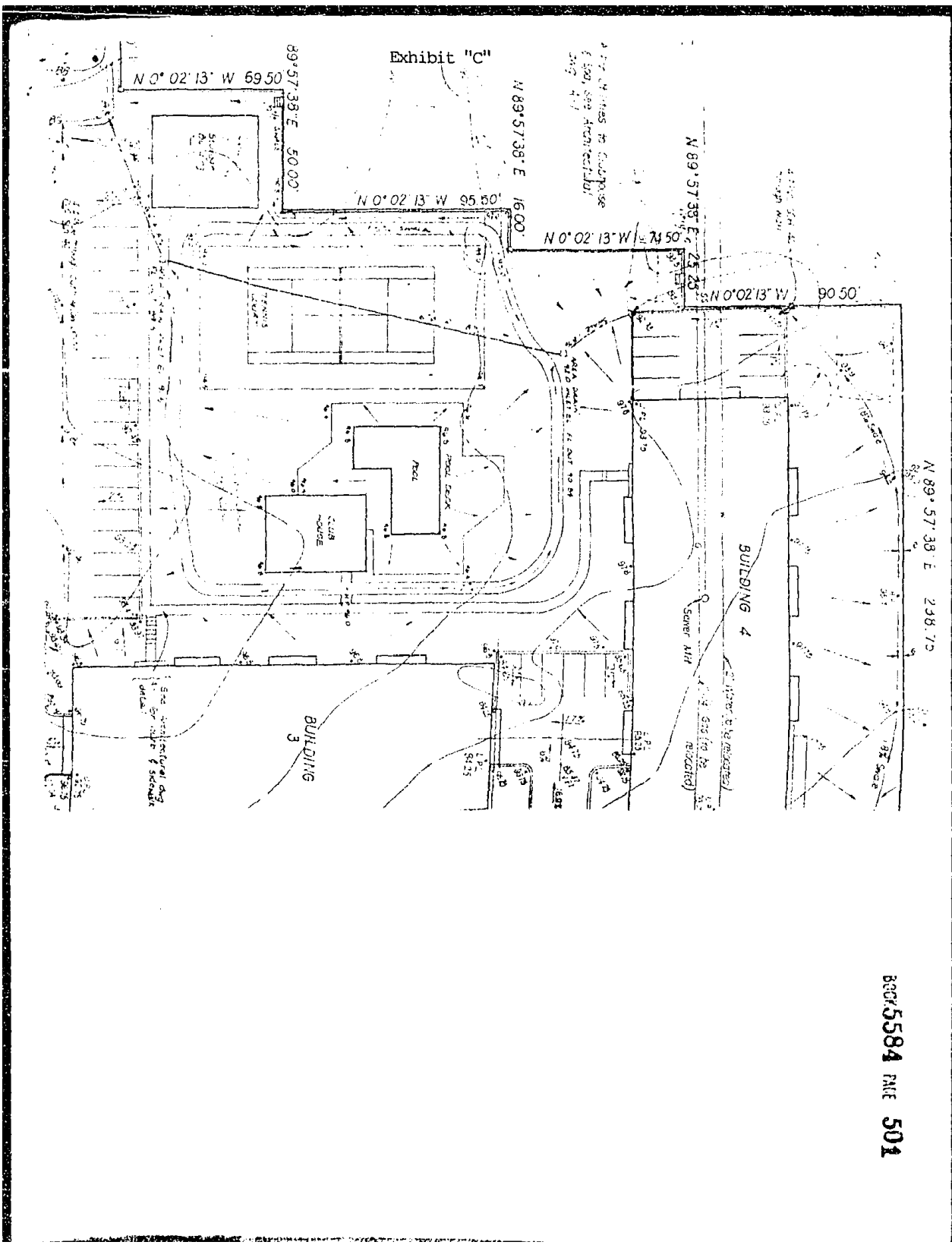


Exhibit "C"

N 0° 02' 13" W 69.50'

N 89° 57' 38" E 50.00'

N 0° 02' 13" W 95.60'

N 89° 57' 38" E 16.00'

N 0° 02' 13" W 74.50'

N 89° 57' 38" E 25.25'

N 0° 02' 13" W 90.50'

N 89° 57' 38" E 238.75'

BUILDING 4

BUILDING 3

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