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WHEN RECORDED, PLEASE MAIL TO:

Robert A. McConnell  
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185 South State Street, Suite 1300  
Salt Lake City, Utah 84111-1537

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10/01/2001 04:13 PM 61.00  
Book - 8506 Pg - 5996-6004  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MERRILL TITLE  
BY: RDJ, DEPUTY - WI 9 P.

Space above for Recorder's use

22-31-180-001THRU-036

**FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR STATION PLACE CONDOMINIUMS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR STATION PLACE CONDOMINIUMS (the "Amendment") is entered into as of the 19<sup>th</sup> day of September, 2001, by Station Place Associates, Inc., a Utah corporation ("Declarant") and Station Place Condominium Association, Inc., a Utah nonprofit corporation ("Association").

**RECITALS**

A. Whereas Declarant executed and caused to be recorded that certain Declaration of Condominium for Station Place Condominiums (the "Declaration"), dated June 29, 2000 and caused the same to be recorded in the office of the Salt Lake County Recorder on June 30, 2000 as Entry No.7671597 in Book 8372 at Page 2477-2542; and

B. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A hereto to the provisions of the Act; and

C. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended by the Owners at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units; and

D. Whereas Declarant and Association, acting on behalf of Unit Owners representing, in total, more than sixty-seven percent (67%) of the votes allocated to all Units, desire to amend the Declaration as stated herein.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. Sub-Section 1.01(v) of the Declaration is hereby amended and restated in its entirety as follows:

(v) "General Common Elements" means all of the areas of the Condominium Project, other than the Units and the Limited Common Elements. Without limiting the generality of the preceding sentence, the General Common Elements include, without limitation:

(i) the Land;

(ii) all Improvements, including, without limitation, the foundations, columns, girders, beams, supports, perimeter and supporting walls, drainage facilities, yards, gardens, parking areas (except for driveways, porches, patio areas, private yards and other outdoor features designated as Limited Common Elements) and in general all apparatus and installations existing for common use, and all other parts of the Land and Buildings necessary or convenient to the existence, maintenance, and safety of the Condominium Project, or normally in use by two or more Units, except for those Improvements that are designated by the Act, by this Declaration or by the Map as Units or Limited Common Elements; and

(iii) any parcels of real property and improvements and fixtures located thereon (A) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to this Declaration or a lease, license, easement, or other agreement, and (B) that are used or possessed by the Association for the benefit of all Owners.

2. Sub-Section 1.01(aa) of the Declaration is hereby amended and restated in its entirety as follows:

(aa) "Limited Common Elements" means the Limited Common Elements designated by this Declaration or the Map for the exclusive use of one or more Units, but fewer than all of the Units. Without limiting the generality of the foregoing, "Limited Common Elements" includes, without limitation,

(i) any windows, doors, doorsteps, porches, balconies, patios, private yard and other apparatus intended to serve a single Unit but located outside the boundaries of such Unit;

(ii) all installations for and all equipment connected with furnishing the Condominium Project with utility service, including, but not limited to, utility systems, mechanical systems, and exhaust and ventilation systems;

(iii) any parcels of real property and Improvements and fixtures located thereon (A) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to this Declaration or a lease, license, easement, or other agreement, and (B) that are used or possessed by the Association for the benefit of Owners of fewer than all of the Units; and

(iv) one balcony or patio surface (not including or extending into decking or other materials constituting the balcony or patio, excluding the exterior surface of all walls of a Building which may surround part of the balcony or patio, excluding the railings which may, in part, contain the balcony or patio, and excluding the roof or decking (including the surface thereof) above the balcony or deck, all of which exclusions shall remain Common Elements and not Limited Common Elements), as assigned to each Unit as more particularly shown on the Map or as subsequently assigned by Declarant to Units as evidenced by one or more Supplemental Declarations based upon needs and preferences of the Owners.

If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other structural component, any portion of a mechanical system, or any fixture lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the General Common Elements. Nonstructural walls located wholly within a Unit are a part of the Units in which they are located.

3. Section 9.02 of the Declaration is hereby amended and restated in its entirety as follows:

9.02 Maintenance of Units.

Each Owner, at such Owner's sole cost and expense, shall maintain in good order and repair its Unit and all utility systems, mechanical systems, sprinkler systems, exhaust, heating and ventilation systems, storage areas, lines, ducts, patios, balconies, decks, porches, courtyards, stoops, tanks, pumps, motors, fans, compressors, plumbing fixtures and in general all other such apparatus (including all fixtures located therein) serving solely such Unit. Each Owner shall also keep all exterior light fixtures fitted with working bulbs and provide for their illumination from the evening hours until dawn (photo cell fixtures may be used for this purpose). The Owner shall not permit any screws, bolts, or other items to be used upon the Limited Common Elements of a balcony or patio or any other locations which would penetrate the Common Elements. The Owner of a Unit shall keep the Limited Common Elements designated for use in connection with his Unit, in a good, clean, sanitary and attractive condition; provided, however, the

Association shall keep the same in a good state of repair, including without limitation all garage doors (including the interior and exterior surfaces thereof). All such garage doors shall be painted, maintained, and/or replaced so as to be in conformity with all others located within the Property. The obligations of the Owners hereunder with respect to the maintenance of Limited Common Element appurtenant to each such Owner's Unit shall include the obligation to initially landscape the private yard appurtenant to such Owner's Unit, which private yard is located at the rear of such Owner's Unit and is designated as a Limited Common Element on the Map. Such initial installation shall be consistent with those provisions of the Rules and Regulations pertaining to such installation and shall be completed within nine (9) months after the Unit is purchased. In the event that an Owner fails to keep the Limited Common Elements appurtenant to his Unit, in a good, clean, sanitary and attractive condition, or in the event that the Owner improperly uses or damages the Common Elements adjacent to a Limited Common Element, the Association may cause the Limited Common Element to be properly maintained and the Common Elements to be restored to its proper condition, at the expense of the Owner, in accordance with the procedures set forth herein. The Association shall have no obligation regarding maintenance or care which is required to be accomplished by any Owner.

NOTE: GARAGES ARE LOCATED WITHIN PARKING AREAS AND MAY FROM TIME TO TIME BE SUBJECTED TO WATER UPON FLOORS. OWNERS ARE ADVISED NOT TO STORE MATERIALS ON THE FLOORS OF ANY GARAGES.

4. Section 10.06 of the Declaration is hereby amended and restated in its entirety as follows:

10.06 Alterations.

(a) Except as otherwise expressly provided in this Declaration, an Owner of a Unit may not make any improvement or alteration to a Common Element or any improvement or alteration to its Unit that affects any Common Element or any other Unit, without the prior written consent of the Association. No Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the Condominium Project, reduce its value or impair any easement or hereditament, without in every case the unanimous written consent of all Unit Owners being first obtained.

(b) Without limiting the generality of paragraph 10.06(a) above, an Owner of a Unit may not, without the prior written consent of the

Association, install or erect any improvement, mechanical system, or fixture that either:

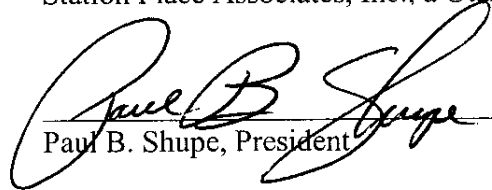
- (i) protrudes beyond the boundaries of the Owner's Unit; or
- (ii) is located wholly outside the Owner's Unit (even if located within a Limited Common Element that is assigned to solely the Owner's Unit), except for the initial landscaping of the private yard area required by Section 9.02 hereof.

5. To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the unless a contrary intent is clearly implicated.

ENTERED INTO AND AGREED TO as of the date first set forth above.

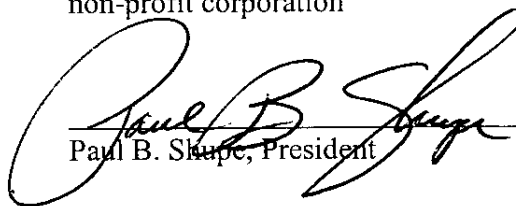
“DECLARANT”

Station Place Associates, Inc., a Utah corporation

  
Paul B. Shupe, President

“ASSOCIATION”


Station Place Condominium Association, Inc., a Utah non-profit corporation

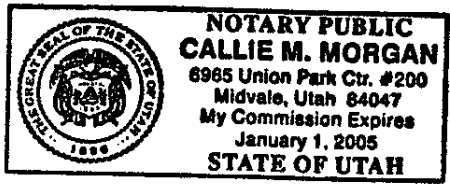
  
Paul B. Shupe, President

[Notary block appears on the following page.]

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On this 19<sup>th</sup> day of September, 2001, personally appeared before me Paul B. Shupe, who acknowledged himself to be the President of Station Place Associates, Inc., a Utah corporation, and the President of Station Place Condominium Association, Inc., a Utah non-profit corporation, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of each of the foregoing companies, by himself as such officer.

  
\_\_\_\_\_  
Notary Public



BK8506PG6001

AGREEMENT AND CONSENT OF LIEN HOLDERS:

Washington Federal Savings, as the holder of a lien affecting the above-referenced Land, hereby agrees and consents to this Amendment to the Declaration.

Washington Federal Savings

By: *Kenn Anderson*  
Its: *v.l.*

Merrill Title Company, in its capacity as agent for several undisclosed principals holding a lien affecting the above-referenced Land, hereby agrees and consents to this Amendment to the Declaration.

Merrill Title Company, in its capacity as agent for several undisclosed principals

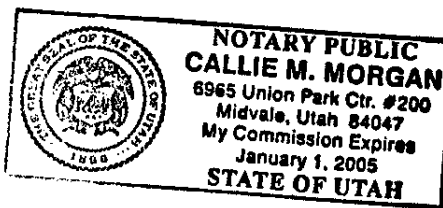
By: *Joseph M. ...*  
Its: *via ...*

[Notary blocks appear on the following page.]

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On this 19<sup>th</sup> day of September, 2001, personally appeared before me Kent Anderson, who acknowledged himself to be the Vice President of Washington Federal Savings, a Utah Corporation, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

Callie M Morgan  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

On this 19<sup>th</sup> day of September, 2001, personally appeared before me Jeffrey D. Merrill, who acknowledged himself to be the Vice President of Merrill Title Company, a Utah corporation, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

Callie M Morgan  
Notary Public

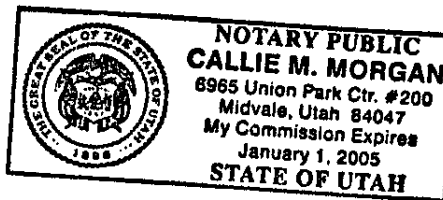




Exhibit A  
to  
First Amendment to  
Declaration of Condominium  
for  
Station Place Condominiums

(Legal Description of the Land)

Beginning at a point South 00°25'45" East 1355.81 feet (1355.05 per deed) and North 89°51'38" East 138.74 feet (139.00 feet per deed) to a brass cap monument located at the intersection of State Street and Wasatch Avenue (8000 South) and North 89°51'38" East 1461.57 feet and South 00°08'22" East 198.00 feet from the Northwest corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, running thence South 00°08'22" East 351.45 feet; thence South 89°51'38" West 460.23 feet to a point on the Easterly right-of-way line of 150 East Street; thence Northwesterly along said East right-of-way line the following three courses: North 23°38'31" West 164.01 feet; thence North 24°55'22" West 201.00 feet; thence North 27°56'12" West 20.98 feet; thence North 89°51'38" East 619.68 feet to the point of the beginning.

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