

WHEN RECORDED, PLEASE MAIL TO:

Robert A. McConnell  
PARR WADDOUPS BROWN GEE & LOVELESS  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111-1537

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Book - 9164 Pg - 8774-8778  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PARR WADDOUPS BROWN GEE &  
185 S STATE #1300 LOVELESS  
SLC UT 84111-1536  
BY: SBM, DEPUTY - WI 5 P.

**FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR PARK 7 CONDOMINIUMS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR PARK 7 CONDOMINIUMS (this "Amendment") is entered into this 19th day of July, 2005, by PARK 7, L.L.C., a Utah limited liability company (the "Declarant"), and PARK 7 CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation (the "Association"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

**RECITALS**

A. Whereas Declarant executed that certain Declaration of Condominium for Park 7 Condominiums (as the same may be further, amended, restated, supplemented or otherwise modified from time to time, the "Declaration"), dated as of July 29, 2004, and caused the Declaration to be recorded in the office of the Salt Lake County Recorder on August 12, 2004, as Entry No.9144128 in Book 9024 at Page 9180;

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

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

D. Whereas the Declarant and the Association, acting on behalf of the 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.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment. Section 10.15 of the Declaration is hereby deleted in its entirety and replaced with the following:

“10.15 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept in or on the Property or in any Unit, except that an Owner may have one (1) cat or one (1) dog; provided (a) the Owner abides by the Rules and Regulations pertaining to the maintenance and care of pets; (b) the cat may not weigh more than fifteen (15) pounds and the dog may not weigh more than sixty (60) pounds; and (c) the dog or cat does not have a propensity for violence. No cat or dog enclosure shall be erected, placed or permitted to remain on any portion of the Common Elements, nor shall any cat or dog be tied to any structure outside of a Unit. The keeping of any dog or cat shall be subject to the Rules and Regulations. Any cat or dog shall be on a leash at all times said cat or dog is outside of a Unit. No cat or dog shall be permitted to defecate on any portion of the Common Elements, and the Owner of such dog or cat shall immediately remove feces left upon the Common Elements by his or her cat or dog. If any Owner fails to abide by the Rules and Regulations and/or covenants applicable to the keeping of pets, the Management Committee may bar such Owner's dog or cat from the use of or travel upon the Common Elements and impose a Default Assessment by reason of such violation. If any dog or cat endangers the health of any Owner or creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Committee, said cat or dog must be removed from the Property upon seven (7) days written notice from the Management Committee.”

2. Entire Document. This Amendment contains the entire understanding of the Declarant and the Association and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

3. Counterpart Signatures. This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile shall be equally as effective as a manually executed counterpart.

4. Successors and Assigns. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and the Owners and their respective successors and/or assigns.

5. Ratification. In all respects, other than as specifically set forth in paragraph 1 above, the Declaration shall remain unaffected by this Amendment, the Declaration shall continue in full force and effect, subject to the terms and conditions thereof, and in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Declaration, the provisions of this Amendment shall in all respects govern and control.


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

**"DECLARANT"**

PARK 7, L.L.C., a Utah limited liability company,  
by its Manager

American Estate Management Corporation, a Utah  
corporation

By: \_\_\_\_\_

  
Name: Po Cheng Chang  
Title: President

**"ASSOCIATION"**

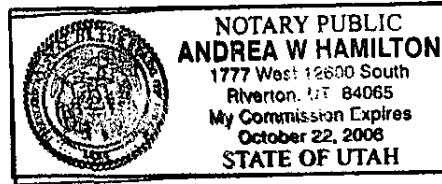
PARK 7 CONDOMINIUM ASSOCIATION, INC.,  
a Utah nonprofit corporation

By: \_\_\_\_\_

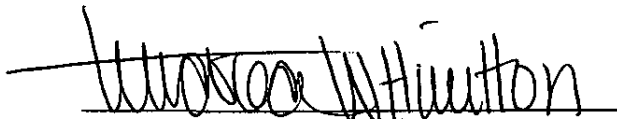
  
Name: Max Chang  
Title: President

[See next page for notary blocks]

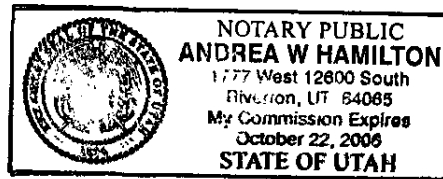
STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )



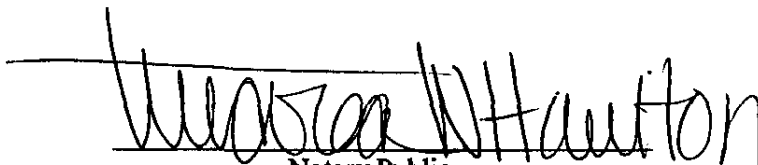
On this 19 day of July, 2005, personally appeared before me Po Cheng Chang, who acknowledged himself to be the President of American Estate Management Corporation, the Manager of Park 7, L.L.C., a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

  
Notary Public

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



On this 19 day of July, 2005, personally appeared before me Max Chang, who acknowledged himself to be the President of Park 7 Condominium Association, Inc., a Utah nonprofit corporation, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, by himself as such officer.

  
Notary Public

**EXHIBIT A**  
to  
**First Amendment to Declaration  
of Condominium  
for Park 7 Condominiums**

**Legal Description**

Beginning at a point on the westerly right-of-way line of 700 East Street, said point being South 00°11'29" West 320.18 feet (Deed = South 19.4 rods) and West 64.00 feet from the Northeast corner of Lot 12, Block 30, Ten Acre Plat "A," Big Field Survey, said point also being South 00°11'38" West 1503.88 feet and West 97.26 feet from the monument located in the intersection of 2700 South and 700 East and running thence South 00°11'29" West along said West right-of-way line 254.13 feet; thence South 89°51'47" West 195.68 feet; thence North 00°11'18" East 146.12 feet; thence North 89°51'54" East 111.11 feet; thence North 00°11'24" East 38.00 feet; thence North 89°51'55" East 38.03 feet; thence North 00°11'26" East 70.02 feet; thence North 89°51'57" East 46.54 feet to the point of Beginning.

Contains .805 acres.