

When Recorded Return To:

John D. Morris  
McKay, Burton, & Thurman  
170 South Main Street, Suite 800  
Salt Lake City, Utah 84101

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11/08/2005 10:38 AM \$30.00  
Book - 9214 Pg - 6593-6596  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MICHELE TALIAFERRO  
717 E 5TH AVE #105  
SLC UT 84103  
BY: ZJM, DEPUTY - WI 4 P.

**SECOND AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
HALL'S FIFTH AVENUE  
A  
(A Utah Condominium Project)**

This Amendment to the Declaration is made and executed this 3 day of November, 2005, by the Management Committee of Hall's Fifth Avenue Owners' Association (the "Association").

Recitals

A. The Declaration of Condominium For Hall's Fifth Avenue was recorded in the Salt Lake County Recorder's office beginning at Book 5340, Page 822, as entry No. 3647653 (the "Declaration").

B. The Management Committee hereby certifies, pursuant to Article III, section 21 of the Declaration, that the vote/consent required for this second amendment has occurred.

NOW, THEREFORE, pursuant to the foregoing, the Management Committee hereby makes and executes this Amendment to the Declaration, which shall be effective as of its recording date.

1. Article I, Section 14 of the Declaration is amended by replacing the existing language with the following:

14. Association of Unit Owners or Association shall mean and refer to all of the Owners taken as, or acting as a group or, if the Management Committee has incorporated the association (which shall be permitted) then to the corporation formed by the Management Committee.

2. Article III, Section 14(h) of the Declaration is amended by adding the following sentence at the end of the existing section:

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This authority shall include the authority to establish and assess reasonable fines for any violation of the rules, the Bylaws, the Act, or the Declarations, with any such fines to be considered valid assessments to the Unit to which they are assessed subject to all provisions for collection of assessments as provided for in this Declaration, the Bylaws, or the Rules.

3. Article III, Section 17(c) of the Declaration is amended by deleting the fourth, fifth, and sixth sentences of the first paragraph beginning "Such assessment shall be due and payable" and ending with "monthly assessment." and replacing them with the following:

Each monthly assessment and all other amounts assessed to a Unit (including late fees, fines, prior interest, special assessments) shall bear interest at the rate of eighteen percent (18%) (compounded) from the date they become due and payable, if not paid within the time period allowed by the Management Committee, which shall not exceed thirty days. If any monthly assessment is not timely paid, the Management Committee shall assess a late fee to the Owner in an amount of not less than \$20.00. The Management Committee shall may increase the late fee above this amount as it deems appropriate.

4. Article III, Section 17(e) of the Declaration is amended by deleting the language ", or any mortgage to Declarant," in the second sentence of the first paragraph and adding the words "prior to the recording of any written notice of lien of the Association" in the same sentence between the words "duly recorded" and "in the official".
5. Article III, Section 17(e) of the Declaration is amended by replacing the language "the Committee" in the second sentence of the second paragraph with the following language; "any agent, attorney, or officer of the Committee".
6. Article III, Section 17(e) of the Declaration is amended by deleting the period and adding the following language; "or by non-judicial foreclosure in the same manner in which trust deeds are foreclosed in Utah." at the end of the fourth sentence of the second paragraph.
7. Article III, Section 17(e) of the Declaration is amended by replacing the language "the Committee" in the first sentence of the third paragraph with the following language; "any agent, attorney, or officer of the Committee".
8. Conflicts. All remaining provisions of the Declaration not specifically amended in this First Amended Declaration shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration, the provisions of this document shall in all respects govern and control.
9. Incorporation and Supplementation of the Declaration. This document is supplemental to

the 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 document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the undersigned here executes this Amendment.

The Management Committee:  
Hall's Fifth Avenue Owner's Association

By: Michelle Taliaferro

Print Name Michelle Taliaferro

Management Committee Member

By: Colleen Moore

Print Name COLLEEN MOORE

Management Committee Member

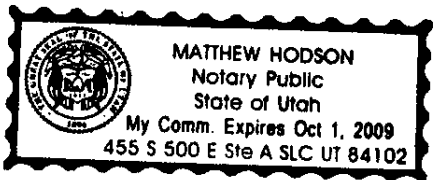
By: Janice Keller

Print Name Janice Keller

Management Committee Member

State of Utah )  
 ) ss.  
County of Salt Lake City )

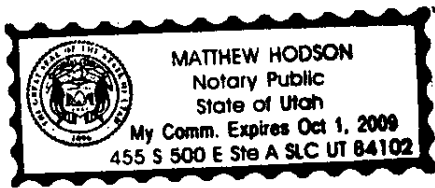
The foregoing instrument was acknowledged before me this 4 day of November, 2005, by Michelle Taliaferro, who by me being duly sworn, did say that he or she is a member of the Management Committee of the Hall's Fifth Avenue Condominiums, and that this instrument was signed on behalf of said Association by authority of its Management Committee.



Matthew Hodson  
Notary Public

State of Utah )  
 ) ss.  
County of Salt Lake City )

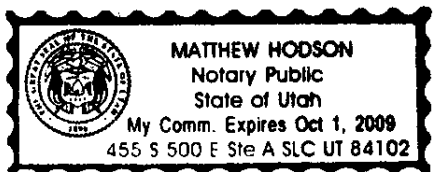
The foregoing instrument was acknowledged before me this 4 day of November, 2005, by Colleen Moore, who by me being duly sworn, did say that he or she is a member of the Management Committee of the Hall's Fifth Avenue Condominiums, and that this instrument was signed on behalf of said Association by authority of its Management Committee.



*Matthew Hodson*  
\_\_\_\_\_  
Notary Public

State of Utah )  
 ) ss.  
County of Salt Lake City )

The foregoing instrument was acknowledged before me this 4 day of November, 2005, by Janice Keller, who by me being duly sworn, did say that he or she is a member of the Management Committee of the Hall's Fifth Avenue Condominiums, and that this instrument was signed on behalf of said Association by authority of its Management Committee.



*Matthew Hodson*  
\_\_\_\_\_  
Notary Public