

10820562  
 10/20/2009 11:58:00 AM \$26.00  
 Book - 9772 Pg - 2297-2303  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 EQUITY TITLE  
 BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED RETURN TO:  
*Architectural Nexus, Inc.*  
*2150 S. 1300 E Ste. 200*  
*Salt Lake City, UT. 84106*

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
 CONDITIONS AND RESTRICTIONS OF  
 THE PARLEY'S CORPORATE CENTER OFFICE CONDOMINIUMS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE PARLEY'S CORPORATE CENTER OFFICE CONDOMINIUMS (this "Amendment") is executed this 16<sup>th</sup> day of October, 2009.

A. That certain real property located in Salt Lake City, Salt Lake County, Utah, and more particularly described in Exhibit A attached hereto, is subject to that certain Declaration of Covenants, Conditions, and Restrictions of The Parley's Corporate Center Office Condominiums, recorded on August 26, 2004, as Entry No. 9156116 in Book 9030 at Page 918 of the Official Records of Salt Lake County, Utah, as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions of The Parley's Corporate Center Office Condominiums, dated October 7, 2004 and recorded on October 8, 2004 as Entry No. 9194619 in Book 9047 at Page 2358 (as so amended, the "Declaration").

B. The Association, acting pursuant to its Bylaws and the Declaration, desires to amend the Declaration to provide for the expansion of Unit 5 of Building B.

C. All necessary consents and approvals of the Unit Owners have been obtained by the Association authorizing the Association, through its authorized representative, to execute and record this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. **CAPITALIZED TERMS.** All initially capitalized terms, unless specifically defined herein, shall have the meanings ascribed thereto in the Declaration.

2. **AMENDMENT.**

**2.1 Amended Plat.** Concurrently with the recordation of this Amendment, the Association is recording that certain plat entitled "Parley's Corporate Center Condominiums Amended for the Expansion of Bldg. B. Unit 5" (the "Amended Plat"). All references in the Declaration to the "Plat" shall hereafter refer to the Amended Plat.

**2.2 Exhibit B.** Exhibit B attached to the Declaration is hereby deleted in its entirety and shall be amended and restated with Exhibit B attached hereto.

**2.3 Amendments to Declaration:**

Article IV. Paragraph 4. B(ii) of the Declarations shall be modified to provide that the Association shall not allocate and/or assign specific parking spaces to each Owner unless agreed upon by a vote of a majority of the Unit Owners, with one (1) vote being allotted to each Unit. For clarification, the owner of Building B Unit 5 shall have only one vote.

a) A subsection (xiii) shall be added to Article X (3) of the Declaration adding the following as a prohibited use:

(xiii) vocational training or vocational classes in any Unit or the Common Areas during generally recognized business days and hours, being defined as Monday through Friday, from the hours of 7:00 a.m. to 7:00 p.m.

b) Parking/ Common Area Improvements

1. There exists, as currently striped, a total of 205 parking spaces, which includes handicapped and non-handicapped spaces. The number of parking spaces in the Common Area shall not be changed, except as specifically allowed under subsection 2.3(c)(4) below, unless required by governmental authority, or as agreed to by a vote of a majority of the Unit Owners, with one (1) vote being allotted to each Unit.
2. Architectural Nexus, at such time that it, or its successors or assigns, becomes the Owner of Building B Unit 5, shall be permitted to complete modifications to the Common Area which include the addition to Building B as shown on the proposed Amended Plat, and certain other landscape, parking, and other changes as may be approved by the Unit Owners as set forth on Exhibit "C" hereto (which is the same as Exhibit B to the Owner Consent). Notwithstanding the foregoing, the total number of stalls that are eliminated as result of changes to the Common Area shall not exceed twenty-nine (29) in total.
3. If a parking allocation is made per subsection 2.3(a) above, the number of parking spaces that will be available for Building B Unit 5 will be reduced from the original number by the number of stalls eliminated pursuant subsection 2.3(c)(2) above, if any.
4. Notwithstanding anything to the contrary in the Declaration and/or this Amendment, provisions 2.3(a)-(c) herein cannot be changed or modified unless agreed upon by a vote of a majority the Unit Owners with one (1) vote being allotted to each Unit.

c) All references under Article XIII pertaining to the Declarant's right to convert all or part of the Common Areas, other than specifically allowed under this Amendment, shall

898985.1

be of no force and effect, it being the intent of the parties to remove Article XIII from the Declaration.

**3. MISCELLANEOUS PROVISIONS.**

**3.1 Confirmation of Declaration.** The Association hereby affirms and agrees to be bound by all of the terms of the Declaration and Bylaws, as amended hereby.

**3.2 Non-Impairment.** Except as expressly provided herein, nothing in this Amendment shall alter or affect any provision, condition, or covenant contained in the Declaration or Bylaws or affect or impair any rights, powers, or remedies of the Association thereunder, it being the intent of the Association that, except as amended hereby, all of the terms, covenants and conditions of the Declaration and Bylaws shall remain in full force and effect.

**3.3 Entire Agreement.** This Amendment constitutes the entire agreement with respect to the subject matter hereof.

**3.4 Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Utah.

*[Signature Page to Follow]*



IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

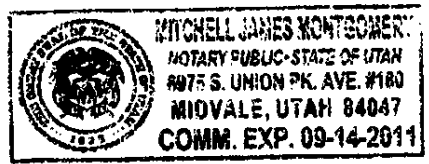
PCC OWNERS ASSOCIATION, INC. a Utah nonprofit corporation

By: [Signature]  
Name: Geoffrey D. Smart  
Title: President

STATE OF UTAH )  
COUNTY OF SALT LAKE )ss.

The foregoing instrument was acknowledged before me this 16th day of October, 2009, by Geoffrey D. Smart, President of PCC Owners Association, Inc., Utah nonprofit corporation.

[Signature]  
NOTARY PUBLIC



Residing at: Midvale, UT  
My Commission Expires: 9-14-2011

CERTIFICATION

The undersigned, on behalf of the Board of Directors of PCC Owners Association, Inc., a Utah nonprofit corporation, hereby certifies that the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions of The Parley's Corporate Center Office Condominiums was duly proposed, voted on and passed at a duly called meeting of the Association or by, written consent of the Owners.

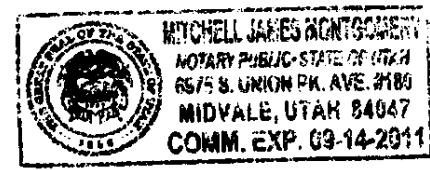
DATED: October 19, 2009.

[Signature]  
Name: Geoffrey D. Smart  
Title: President

STATE OF UTAH )  
COUNTY OF SALT LAKE )ss.

The foregoing instrument was acknowledged before me this 19th day of October, 2009, by Geoffrey D. Smart, President of PCC Owners Association, Inc., Utah nonprofit corporation.

[Signature]  
NOTARY PUBLIC



Residing at: Midvale, UT  
My Commission Expires: 9-14-2011

**EXHIBIT "A "**

BEGINNING AT A POINT WHICH LIES S.51°00'00"E. 446.41 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK A COUNTRY CLUB HEIGHTS PLAT A, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AS ENTRY NO. 1012244, IN BOOK J OF PLATS, AT PAGE 82, STATE OF UTAH, COUNTY OF SALT LAKE, AND RUNNING THENCE ALONG THE SOUTH LINE OF SAID COUNTRY CLUB HEIGHTS SUBDIVISION THE FOLLOWING TWO CALLS: S.51°00'00"E. 176.56 FEET; THENCE S.89°45'00"E. 245.66 FEET TO THE WEST LINE OF LAUREL SUBDIVISION; THENCE ALONG SAID WEST LINE S.00°01'00"W. 377.22 FEET TO A POINT ON A 100.24 FOOT RADIUS CURVE TO THE LEFT, SAID POINT ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF STRINGHAM AVENUE; THENCE ALONG THE ARC OF SAID 100.24 FOOT CURVE TO THE LEFT 49.13 FEET (LONG CHORD BEARS S.53°02'30"W. 48.64 FEET) TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PARLEY'S WAY; THENCE ALONG SAID NORTH LINE OF PARLEY'S WAY N.51°00'00"W. 593.15 FEET; THENCE N.38°50'44"E. 186.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 2.962 ACRES, TAX I.D. 16-22-276-038 (DISTRICT 12)

**EXHIBIT B**

List of Units, Votes, and Assessment Percentages  
for Expenses Assessed to All Buildings  
(See, Sections III. 4 and 6: Sections V.2A and B)

Building Address	Unit	Votes	Approx. Square Footage	Assessment % for common expenses
2545 E. Parley's Way #1	1	5.5	2,161	5.5%
2545 E. Parley's Way #2	2	5.5	2,166	5.5%
2545 E. Parley's Way #3	3	5.5	2,166	5.5%
2545 E. Parley's Way #4	4	5.5	2,161	5.5%
2505 E. Parley's Way	5	78	30,999	78%
TOTALS		100	39,653	100%

EXHIBIT "C"