

13182937
01/30/2020 03:48 PM \$262.00
Book - 10890 Pg - 9092-9098
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
NIKE SQUIRES
350 S 200 E
UNIT 402
SLC UT 84111
BY: TSP, DEPUTY - WI 7 P.

WHEN RECORDED, RETURN TO:
Mike Squires
350 S. 200 E. Unit 402
Salt Lake City, UT 84111

**LCE AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE METRO CONDOMINIUMS CONDOMINIUM PROJECT**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE METRO CONDOMINIUMS CONDOMINIUM PROJECT (this "Amendment") is executed as of January 30, 2020, by Metro Condominiums Association, Inc., a Utah nonprofit corporation (the "Association").

RECITALS

- A. That certain real property in Salt Lake County, Utah known as The Metro Condominiums Condominium Project and more particularly described on Exhibit A attached hereto (the "Subject Property") is subject to a Declaration of Condominium of The Metro Condominiums Condominium Project, recorded June 27, 2008, as Entry No. 10466348, in Book 9621 at Page 9295 in the records of Salt Lake County, Utah (the "Declaration").
- B. The Association, acting pursuant to its Bylaws and the Declaration, desires to amend the Declaration to clarify certain maintenance obligations pertaining to Limited Common Elements.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- 1. CAPITALIZED TERMS. Capitalized terms used and not otherwise defined herein shall have the meanings given them in the Declaration.
- 2. AMENDMENTS. Article IX, Section 9.02 of the Declaration is hereby deleted in its entirety and the following substituted therefor:

9.02 Maintenance of Sub-Units and Limited Common Elements

(a) Except as otherwise provided below with respect to Limited Common Elements, each Sub-Unit Owner, at such Sub-Unit Owner's sole cost and expense, shall maintain in good order and repair its respective Sub-Unit and all structural elements, utility facilities, lines, ducts, and other such apparatus (including all fixtures located therein) which are part of such Sub-Unit so as not to detract from the appearance of the Residential Condominium Project and so as not to affect adversely the value or use of any other Sub-Unit or other portions of the Residential Condominium Project. In further explanation of the foregoing, each Sub-Unit Owner shall keep the interior of such Sub-Unit Owner's Sub-Unit, including without limitation, interior walls, doors, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in good state of repair. In the event that any element, facility, apparatus and/or component of

any Sub-Unit is in need of replacement, such component shall be replaced with the same type, style, grade and quality of element, facility or apparatus and/or component as originally existed, except as may be permitted to the contrary by the Residential Association, including Rules and Regulations which may address such issues. In the event that any such Sub-Unit shall develop an unclean or unsanitary condition or fall into a state of disrepair, and in the event that the Sub-Unit Owner of such Sub-Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Residential Association and only upon the approval of the Management Committee, the Residential Association shall have the right, at the expense of the Sub-Unit Owner and without liability to the Sub-Unit Owner for trespass or otherwise, to enter said Sub-Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Residential Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair. Each Sub-Unit Owner shall also keep all Limited Common Elements which serve only that Sub-Unit Owner's Sub-Unit in a clean and sanitary condition, free of debris and refuse. Any costs and/or expenses incurred by the Residential Association to correct a condition or state of disrepair which is the responsibility of the Sub-Unit Owner may become the basis for a Default Assessment as provided in Section 7.07.

(b) Notwithstanding the foregoing or anything in this Declaration to the contrary, the obligation of each Sub-Unit Owner to keep Limited Common Elements serving only such Sub-Unit Owner's Sub-Unit in clean and sanitary condition shall not include any obligation for repairs, replacement, refurbishment, painting, or refinishing any portion of the Limited Common Elements. The Residential Association, when it deems necessary and at the Residential Association's sole cost and expense, shall maintain, repair, replace, refurbish, repaint, refinish, and generally keep in good order and operating condition all Limited Common Elements, and the Residential Association shall have the right, with reasonable prior notice, to enter any Sub-Unit for the purpose of carrying out that responsibility. All expenses incurred by the Residential Association in the course of performing its responsibilities as provided in this Section shall be Common Expenses.

[Signature Page Follows]

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

METRO CONDOMINIUMS ASSOCIATION, INC.,
a Utah nonprofit corporation

President

Secretary

STATE OF UTAH)

County of SALT LAKE)SS

The foregoing instrument was acknowledged before me this 24 day of JANUARY, 2022, by STEVE D. SAUER and MICHAEL W. SQUIRES, President and Secretary, respectively, of Metro Condominiums Association, Inc., a Utah nonprofit corporation.



Notary Public for Utah

CERTIFICATION

The undersigned, on behalf of the Management Committee of Metro Condominiums Association, Inc., a Utah nonprofit corporation, hereby certify that the foregoing Amendment to the Declaration of Condominium of the Metro Condominiums Condominium Project was duly proposed, voted on and passed by the requisite vote of the Owners.

DATED: January 24, 2020.

Michael W. Squires
Name: _____
Secretary

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

The foregoing certification was acknowledged before me this 24 day of JANUARY, 2020, by MICHAEL W. SQUIRES, Secretary of Metro Condominiums Association, Inc., a Utah nonprofit corporation.



NOTARY PUBLIC Karl A Stone

EXHIBIT A
LEGAL DESCRIPTION

<u>16063100010000</u>	350 S 200 E # 100	UNIT 100, METRO CONDO. 9621-9290
<u>16063100020000</u>	350 S 200 E # 102	UNIT 102, METRO CONDO. 9621-9290
<u>16063100030000</u>	350 S 200 E # 104	UNIT 104, METRO CONDO. 9621-9290 9640-6981
<u>16063100040000</u>	350 S 200 E # 106	UNIT 106, METRO CONDO.
<u>16063100050000</u>	350 S 200 E # 200	UNIT 200, METRO CONDO. 9621-9290
<u>16063100060000</u>	350 S 200 E # 202	UNIT 202, METRO CONDO. 9621-9290
<u>16063100070000</u>	350 S 200 E # 204	UNIT 204, METRO CONDO. 9621-9290
<u>16063100080000</u>	350 S 200 E # 206	UNIT 206, METRO CONDO. 9621-9290
<u>16063100090000</u>	350 S 200 E # 300	UNIT 300, METRO CONDO.
<u>16063100100000</u>	350 S 200 E # 301	UNIT 301, METRO CONDO. 9621-9290
<u>16063100110000</u>	350 S 200 E # 302	UNIT 302, METRO CONDO. 9621-9290
<u>16063100120000</u>	350 S 200 E # 303	UNIT 303, METRO CONDO. 9621-9290
<u>16063100130000</u>	350 S 200 E # 304	UNIT 304, METRO CONDO. 9621-9290 9635-1767
<u>16063100140000</u>	350 S 200 E # 305	UNIT 305, METRO CONDO. 9621-9290
<u>16063100150000</u>	350 S 200 E # 306	UNIT 306, METRO CONDO. 9621-9290
<u>16063100160000</u>	350 S 200 E # 307	UNIT 307, METRO CONDO.
<u>16063100170000</u>	350 S 200 E # 308	UNIT 308, METRO CONDO. 9621-9290
<u>16063100180000</u>	350 S 200 E # 309	UNIT 309, METRO CONDO.
<u>16063100190000</u>	350 S 200 E # 310	UNIT 310, METRO CONDO. 9621-9290 9638-9537
<u>16063100200000</u>	350 S 200 E # 311	UNIT 311, METRO CONDO.
<u>16063100210000</u>	350 S 200 E # 312	UNIT 312, METRO CONDO. 9621-9290
<u>16063100220000</u>	350 S 200 E # 314	UNIT 314, METRO CONDO.
<u>16063100230000</u>	350 S 200 E # 316	UNIT 316, METRO CONDO. 9621-9290
<u>16063100240000</u>	350 S 200 E # 317	UNIT 317, METRO CONDO. 9621-9290 9636-8152
<u>16063100250000</u>	350 S 200 E # 318	UNIT 318, METRO CONDO. 9621-9290 9627-8019
<u>16063100260000</u>	350 S 200 E # 319	UNIT 319, METRO CONDO. 9621-9290
<u>16063100270000</u>	350 S 200 E # 320	UNIT 320, METRO CONDO. 9621-9290
<u>16063100280000</u>	350 S 200 E # 321	UNIT 321, METRO CONDO. 9621-9290
<u>16063100290000</u>	350 S 200 E # 322	UNIT 322, METRO CONDO. 9621-9290
<u>16063100300000</u>	350 S 200 E # 400	UNIT 400, METRO CONDO.
<u>16063100310000</u>	350 S 200 E # 401	UNIT 401, METRO CONDO.
<u>16063100320000</u>	350 S 200 E # 402	UNIT 402, METRO CONDO. 9621-9290
<u>16063100330000</u>	350 S 200 E # 403	UNIT 403, METRO CONDO.
<u>16063100340000</u>	350 S 200 E # 404	UNIT 404, METRO CONDO. 9621-9290
<u>16063100350000</u>	350 S 200 E # 405	UNIT 405, METRO CONDO. 9621-9290
<u>16063100360000</u>	350 S 200 E # 406	UNIT 406, METRO CONDO. 9621-9290
<u>16063100370000</u>	350 S 200 E # 407	UNIT 407, METRO CONDO.
<u>16063100380000</u>	350 S 200 E # 408	UNIT 408, METRO CONDO. 9621-9290
<u>16063100390000</u>	350 S 200 E # 409	UNIT 409, METRO CONDO. 9621-9290
<u>16063100400000</u>	350 S 200 E # 410	UNIT 410, METRO CONDO.
<u>16063100410000</u>	350 S 200 E # 411	UNIT 411, METRO CONDO.
<u>16063100420000</u>	350 S 200 E # 412	UNIT 412, METRO CONDO. 9621-9290

<u>16063100430000</u>	350 S 200 E # 413	UNIT 413, METRO CONDO. 9621-9290
<u>16063100440000</u>	350 S 200 E # 414	UNIT 414, METRO CONDO. 9621-9290
<u>16063100450000</u>	350 S 200 E # 415	UNIT 415, METRO CONDO. 9621-9290
<u>16063100460000</u>	350 S 200 E # 416	UNIT 416, METRO CONDO.
<u>16063100470000</u>	350 S 200 E # 417	UNIT 417, METRO CONDO. 9621-9290
<u>16063100480000</u>	350 S 200 E # 418	UNIT 418, METRO CONDO. 9621-9290
<u>16063100490000</u>	350 S 200 E # 419	UNIT 419, METRO CONDO.
<u>16063100500000</u>	350 S 200 E # 420	UNIT 420, METRO CONDO. 9621-9290
<u>16063100510000</u>	350 S 200 E # 421	UNIT 421, METRO CONDO. 9621-9290
<u>16063100520000</u>	350 S 200 E # 422	UNIT 422, METRO CONDO. 9621-9290
<u>16063100530000</u>	350 S 200 E # 500	UNIT 500, METRO CONDO.
<u>16063100540000</u>	350 S 200 E # 501	UNIT 501, METRO CONDO. 9621-9290
<u>16063100550000</u>	350 S 200 E # 502	UNIT 502, METRO CONDO. 9621-9290
<u>16063100560000</u>	350 S 200 E # 503	UNIT 503, METRO CONDO. 9621-9290
<u>16063100570000</u>	350 S 200 E # 504	UNIT 504, METRO CONDO. 9621-9290
<u>16063100580000</u>	350 S 200 E # 505	UNIT 505, METRO CONDO.
<u>16063100590000</u>	350 S 200 E # 506	UNIT 506, METRO CONDO. 9621-9290
<u>16063100600000</u>	350 S 200 E # 507	UNIT 507, METRO CONDO. 9621-9290
<u>16063100610000</u>	350 S 200 E # 508	UNIT 508, METRO CONDO. 9621-9260
<u>16063100620000</u>	350 S 200 E # 509	UNIT 509, METRO CONDO. 9621-9290
<u>16063100630000</u>	350 S 200 E # 510	UNIT 510, METRO CONDO. 9621-9290
<u>16063100640000</u>	350 S 200 E # 511	UNIT 511, METRO CONDO. 9621-9290 9630-3781
<u>16063100650000</u>	350 S 200 E # 512	UNIT 512, METRO CONDO.
<u>16063100660000</u>	350 S 200 E # 513	UNIT 513, METRO CONDO. 9627-9290
<u>16063100670000</u>	350 S 200 E # 514	UNIT 514, METRO CONDO. 9621-9290
<u>16063100680000</u>	350 S 200 E # 515	UNIT 515, METRO CONDO. 9621-9290
<u>16063100690000</u>	350 S 200 E # 516	UNIT 516, METRO CONDO.
<u>16063100700000</u>	350 S 200 E # 517	UNIT 517, METRO CONDO. 9621-9290
<u>16063100710000</u>	350 S 200 E # 518	UNIT 518, METRO CONDO. 9621-9290 9634-7795
<u>16063100720000</u>	350 S 200 E # 519	UNIT 519, METRO CONDO. 9621-9290
<u>16063100730000</u>	350 S 200 E # 520	UNIT 520, METRO CONDO. 9621-9290
<u>16063100740000</u>	350 S 200 E # 521	UNIT 521, METRO CONDO. 9621-9290
<u>16063100750000</u>	350 S 200 E # 522	UNIT 522, METRO CONDO. 9621-9290
<u>16063100760000</u>	350 S 200 E # 600	UNIT 600, METRO CONDO.
<u>16063100770000</u>	350 S 200 E # 601	UNIT 601, METRO CONDO. 9621-9290
<u>16063100780000</u>	350 S 200 E # 602	UNIT 602, METRO CONDO. 9621-9290 9638-9485
<u>16063100790000</u>	350 S 200 E # 603	UNIT 603, METRO CONDO. 9621-9290
<u>16063100800000</u>	350 S 200 E # 604	UNIT 604, METRO CONDO. 9621-9290 9630-8251
<u>16063100810000</u>	350 S 200 E # 605	UNIT 605, METRO CONDO. 9621-9290
<u>16063100820000</u>	350 S 200 E # 606	UNIT 606, METRO CONDO. 9621-9290 9629-8156
<u>16063100830000</u>	350 S 200 E # 607	UNIT 607, METRO CONDO. 9621-9290
<u>16063100840000</u>	350 S 200 E # 608	UNIT 608, METRO CONDO. 9621-9290
<u>16063100850000</u>	350 S 200 E # 609	UNIT 609, METRO CONDO. 9621-9290 9630-8160
<u>16063100860000</u>	350 S 200 E # 610	UNIT 610, METRO CONDO.
<u>16063100870000</u>	350 S 200 E # 611	UNIT 611, METRO CONDO. 9621-9290

<u>16063100880000</u>	350 S 200 E # 612	UNIT 612, METRO CONDO. 9621-9290
<u>16063100890000</u>	350 S 200 E # 613	UNIT 613, METRO CONDO. 9621-9290
<u>16063100900000</u>	350 S 200 E # 614	UNIT 614, METRO CONDO.
<u>16063100910000</u>	350 S 200 E # 615	UNIT 615, METRO CONDO. 9621-9290
<u>16063100920000</u>	350 S 200 E # 616	UNIT 616, METRO CONDO. 9621-9290
<u>16063100930000</u>	350 S 200 E # 617	UNIT 617, METRO CONDO. 9621-9290
<u>16063100940000</u>	350 S 200 E # 618	UNIT 618, METRO CONDO. 9621-9290
<u>16063100950000</u>	350 S 200 E # 619	UNIT 619, METRO CONDO. 9621-9290
<u>16063100960000</u>	350 S 200 E # 620	UNIT 620, METRO CONDO.
<u>16063100970000</u>	350 S 200 E # 621	UNIT 621, METRO CONDO. 9621-9290
<u>16063100980000</u>	350 S 200 E # 622	UNIT 622, METRO CONDO.
<u>16063100990000</u>	350 S 200 E # 700	UNIT 700, METRO CONDO.
<u>16063101000000</u>	350 S 200 E # 701	UNIT 701, METRO CONDO. 9621-9290 9633-4868
<u>16063101010000</u>	350 S 200 E # 702	UNIT 702, METRO CONDO.
<u>16063101020000</u>	350 S 200 E # 703	UNIT 703, METRO CONDO. 9621-9290 9633-4663
<u>16063101030000</u>	350 S 200 E # 704	UNIT 704, METRO CONDO. 9621-9290
<u>16063101040000</u>	350 S 200 E # 705	UNIT 705, METRO CONDO. 9621-9290
<u>16063101050000</u>	350 S 200 E # 706	UNIT 706, METRO CONDO. 9621-9290
<u>16063101060000</u>	350 S 200 E # 707	UNIT 707, METRO CONDO. 9621-9290
<u>16063101070000</u>	350 S 200 E # 708	UNIT 708, METRO CONDO. 9621-9290
<u>16063101080000</u>	350 S 200 E # 709	UNIT 709, METRO CONDO. 9621-9290
<u>16063101090000</u>	350 S 200 E # 710	UNIT 710, METRO CONDO.
<u>16063101100000</u>	350 S 200 E # 711	UNIT 711, METRO CONDO. 9621-9290
<u>16063101110000</u>	350 S 200 E # 712	UNIT 712, METRO CONDO. 9621-9290
<u>16063101120000</u>	350 S 200 E # 713	UNIT 713, METRO CONDO. 9621-9290
<u>16063101130000</u>	350 S 200 E # 714	UNIT 714, METRO CONDO. 9621-9290
<u>16063101140000</u>	350 S 200 E # 715	UNIT 715, METRO CONDO. 9621-9290
<u>16063101150000</u>	350 S 200 E # 716	UNIT 716, METRO CONDO. 9621-9290
<u>16063101160000</u>	350 S 200 E # 717	UNIT 717, METRO CONDO. 9621-9290
<u>16063101170000</u>	350 S 200 E # 718	UNIT 718, METRO CONDO. 9621-9260
<u>16063101180000</u>	350 S 200 E # 719	UNIT 719, METRO CONDO.
<u>16063101190000</u>	350 S 200 E # 720	UNIT 720, METRO CONDO. 9621-9290
<u>16063101200000</u>	350 S 200 E # 721	UNIT 721, METRO CONDO. 9621-9290
<u>16063101210000</u>	350 S 200 E # 722	UNIT 722, METRO CONDO. 9621-9290 9630-2673

16063100