

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND FIRST AMENDMENT TO BYLAWS
(The Maryland Condominium)**

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THIS FIRST AMENDMENT (the "Amendment") is made and executed this 23rd day of December, 1996, by the Maryland Condominium Owners Association, a Utah nonprofit corporation (the "Association") that serves as the owners association of The Maryland Condominium, a Utah condominium project.

RECITALS:

A. The Maryland Condominium, a Utah condominium project (the "Project") was created by (i) that certain Declaration of Covenants, Conditions and Restrictions dated August 30, 1977 and recorded with the Salt Lake County Recorder's Office on September 2, 1977 as Entry No. 2992111, in Book 4543, beginning at Page 920 (the "Declaration"), and (ii) that certain Record of Survey Map for The Maryland Condominium recorded concurrently with the Declaration (the "Map"). Attached to the Declaration as Appendix "C" are the bylaws (the "By-Laws") of the Project.

B. At a duly called and properly held meeting of the unit owners of the Association held on May 20, 1996, the members of the Association, being the unit owners in the Project, approved and adopted by the necessary and required vote certain amendments to the Declaration and the By-Laws as hereinafter set forth.

C. The Association, through its duly elected President, desires to execute and record this Amendment to the Declaration and By-Laws for the purpose of evidencing of record the foregoing amendments to the Declaration and the By-Laws approved and adopted by the unit owners of the Association.

D. Unless otherwise defined herein, all defined terms shall have the meanings given them in the Declaration and By-Laws.

AMENDMENT:

Pursuant to authority granted in the Declaration and By-Laws, the Association hereby amends the Declaration and By-Laws pursuant to a properly obtained vote and approval of the unit owners of the Association:

PART I: The Declaration is hereby amended as follows:

1. The following sentence is added at the end of Section 2H:

A unit shall include all pipes, ducts, wires, lines, cables, conduits and other utility facilities (herein collectively the "Service Facilities"), whether such Service Facilities are used for water, sewer, electricity, cable, television, telephone, or other service or utility, that (a) exist within the physical bounds of a unit and are utilized by and serve only the unit in which they are located, and (b) that exist outside of the physical bounds of a unit (and these are located in common areas or limited common areas) but which serve only the unit, from the point they leave the physical bounds of the unit to the point at which they intersect or connect with Service Facilities that serve more than the given unit.

2. Section 2O(g) is amended and restated in its entirety as follows:

(g) All central and appurtenant installations for services such as electricity, gas, water, sewer, telephone, lights, refrigeration, air conditioning and incinerating (including all Service Facilities used in connection therewith, whether located in common areas or units, which serve the Project in general or in any event more than one unit, thus excluding all such Service Facilities which are part of a unit as described in Section 2H of this Declaration), and all other mechanical equipment spaces;

3. Section 2O(i) is deleted in its entirety.

4. Section 2O(k) is amended and restated in its entirety as follows:

(k) The two balconies or patios shown on the Map that are accessed from a common area hallway of the Project and not from a unit;

5. Section 2P is amended and restated in its entirety as follows:

P. The term "limited common areas and facilities" or "limited common areas" shall mean and refer to those common areas and facilities designated in the Declaration or on the Map as reserved for use of a certain unit or units to the exclusion of other units. Further, whether or not so designated on the Map (i) each and

every patio or balcony in the Project that is accessed from the interior of a unit shall be a limited common area for the exclusive use of the unit from which it is accessed, and (ii) each and every canopy or awning over a window or balcony shall be a limited common area for the exclusive use of the unit in which the window is located or to which the balcony is a limited common area.

6. Section 3B(b)(1) is hereby amended and restated in its entirety as follows:

(i) The space described in the definition of "unit" as set forth in Section 2H of this Declaration.

7. Section 3B(b)(4) is amended by adding a comma and then the phrase "window screens" after the word "windows" in said section.

8. Section 3B(b)(5) is deleted from the Declaration.

9. Section 3C(b) is amended and restated in its entirety as follows:

(b) Patios, balconies (other than those patios or balconies that constitute limited common areas as said phrase is defined in this Declaration), yards, courts and driveways;

10. Section 8B(d) is hereby amended and restated in its entirety as follows:

(d) No unit owner shall cause or permit anything (including, without limiting the generality of the foregoing, any sign, awning, canopy, shutter, storm door, screen door, antenna, or satellite dish) to hang, be displayed or otherwise attached to or placed on the exterior walls or roof (or any part thereof) of the Project, or on or to the outside of exterior windows or exterior doors, without the prior written consent of the Board of Directors; provided however, that a unit owner may purchase and have located over an

exterior window that is part of the unit owner's unit, or over a balcony that is limited common area to the unit, a canopy or awning, and a unit owner may purchase and locate a screen door on the entrance to a balcony that is a limited common area to that unit owner's unit, provided that in all of the foregoing cases the awning, canopy or screen door, as the case may be, complies with and is installed in conformity with the provisions of Section 8B(1) of this Declaration.

11. What appears as paragraph (d) on page 14 of the Declaration shall be amended to be paragraph "(k)."

12. The following new Section 8B(1) is added to the Declaration:

(1) Pursuant to the provisions of this Declaration, doors that open from a unit into a limited common area or a common area (herein a "Regulated Door") are part of the unit, and a window and/or a window screen (herein collectively a "Regulated Window") is part of a unit when located in an exterior wall. Further, pursuant to this Declaration, an awning or canopy that is installed over an exterior window or over a balcony that is a limited common area to the unit (herein a "Regulated Awning") is a limited common area and facility. Notwithstanding the fact that each Regulated Door, Regulated Window and Regulated Awning (collectively the "Regulated Facilities" and individually a "Regulated Facility") is part of a unit or is limited common area to a unit, and therefore the responsibility of the unit owner to purchase, maintain, repair and replace, a unit owner shall not purchase, install, re-install, modify, replace, construct or paint (herein collectively "Modify," or a "Modification") any Regulated Facility except in compliance with the specifications and design criteria (herein the "Criteria") promulgated by the Board of Directors of the Association from time to time. It shall be the responsibility of the Board of Directors from time to time to promulgate such reasonable Criteria, and the Criteria shall set forth specific specifications and design

criteria for the style, design, materials, architecture, size and color of the Regulated Facilities. The Criteria shall be sufficiently detailed so as to inform a unit owner as to the specific parameters thereof, and shall be consistent with the nature, character and age of the Project and its existing Regulated Facilities. By purchasing a unit in the Project, a unit owner recognizes that there are many different opinions as to Criteria, but that it is important that the Criteria be uniform throughout the Project, and therefore, each unit owner in the Project agrees that the Criteria, when promulgated by the Board from time to time in good faith, shall not be challenged, whether on the basis of aesthetics or taste, or for any other reason. It shall be the obligation of any unit owner that desires to Modify any Regulated Facility to first give written notice thereof to the President of the Association, and shall set forth in such notice in detail, or shall demonstrate to the President or the Board of Directors in person, that the desired Modification conforms to and meets the Criteria. The Association shall have 14 days after receipt of such notice in which to respond. If within said 14 day period the Board of Directors does not notify the unit owner that the proposed Modification violates the Criteria, then it shall be deemed to conform to the Criteria and the unit owner shall be authorized to make the Modification.

13. Section 9F is amended and restated in its entirety as follows:

F. Installation, Use and maintenance of Limited Common Areas and Facilities. Each unit owner's use and occupancy of the limited common areas and facilities reserved for that owner's exclusive use shall be subject to and used, maintained, replaced and repaired in accordance with the provisions of this Declaration and the By-Laws. Each unit owner shall be responsible for the maintenance and repair of the interior of any limited common area that constitutes a patio or balcony and is reserved for his or her exclusive use. The Association shall be responsible for the maintenance and repair of the exterior of any limited common area patio or balcony. The Association shall have no responsibility or obligation to install any awning or canopy in the Project. A unit owner may

install a canopy or awning over an exterior window in the unit owner's unit, or over a patio or balcony that is a limited common area to that owner's unit, provided that the canopy or awning is acquired at the unit owner's expense and complies with the provisions of Section 8B(1) of this Declaration. The Board of Directors may provide insurance for, or otherwise take such measures as it may deem appropriate to insure, the maintenance and repair of such limited common areas as are the responsibility of the Association to maintain and repair.

PART II: The By-Laws of the Project, which are attached as Appendix "C" to the Declaration, are hereby amended as follows:

1. Section 1 of Article III is amended to provide that the annual owners' meeting will be held on the second Tuesday in January of each year, or on such other date as the Board of Directors may establish for the meeting that year. This replaces the prior provision which provided that the annual meeting would be on January 15th of each year.

2. Section 5 of Article V of the By-Laws is hereby amended and restated in its entirety as follows:

Section 5. Collection of Assessments. The Board of Directors shall assess common charges against the unit owners from time to time and at least annually, and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him or her for more than ten days from the due date for its payment. Any payment not paid within ten days of its due date shall carry interest thereafter at a rate of 12% per annum from the date the payment is late until the payment is made.

3. Article VI of the By-Laws is hereby deleted in its entirety, except that Section 5 of said Article VI is hereby retained and relocated to be Section 2 of Article XIV of the By-Laws.

4. The following new Section 5 is added to Article VII of the By-Laws:

Section 5. Notification of Sale. At such time as a person purchases a unit and becomes a unit owner, said unit owner shall so notify the Association within 14 days after acquisition of a unit, by delivering a copy of the deed by which the new unit owner took title to the unit to the President of the

Association, together with a mailing address for the new unit owner.

5. Section 1 of Article X of the By-Laws is amended to provide that all notices required therein shall be sent by regular U.S. mail, and not by registered or certified mail.

As amended hereby, the Declaration and By-Laws shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Amendment the day and year first above written.

MARYLAND CONDOMINIUM OWNERS ASSOCIATION

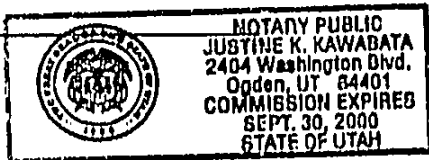
By: Diana Ellis
Diana-Ellis, President

STATE OF UTAH)
) :ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 23RD day of DECEMBER, 1996 by Diana Ellis, President of the MARYLAND CONDOMINIUM OWNERS ASSOCIATION, a Utah nonprofit corporation.

Justine K. Kawabata
NOTARY PUBLIC
Residing at: _____

My Commission Expires:



APPENDIX "A"

PROPERTY DESCRIPTION

BEGINNING at the Southwest Corner of Lot 2, Block 2, Plat "D", Salt Lake City Survey, as recorded in the Salt Lake City's Recorder's Office; said Southwest Corner being N 89° 58'36" E 41.91 Feet and N 0°00'29" W 67.48 Feet of an existing street Centerline Monument at the Intersection of South Temple and "L" Streets; And running thence N 0°00'03"W along the East line of said "L" Street 155.09 feet; thence S 89°55'15" E 99.00 feet; thence N 0°00'03" W 10.00 feet; thence S 89°55'15" E 78.52 feet; thence S 0°00'39" W 165.11 feet to the north line of South Temple Street; thence N 89°55'00" W along said North Line of South Temple Street 177.49 feet to the POINT OF BEGINNING. Contains 28,316 sq. ft., (0.650 Acres). Subject to any and all existing Right-of-Ways and Easements.

6546886
01/10/97 3:58 PM 69-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARSONS, BEHLE & LATIMER
PO BOX 11898 SLC, 84147-0898
REC BY: P ANDERSON DEPUTY - WI

