

Recorded JAN 30 1970 1149a
Request of Steven L. Dangleby

3230729

FIRST AMENDMENT \$6000
TO THE REF. 3247 Alta Hills Dr.
Sandy 8/16/70

SHAUGHNESSY APARTMENTS CONDOMINIUM DECLARATION

Pursuant to the provisions of Chapter 8 Title 57 of the Utah Code Annotated, as amended, known as the Utah Condominium Ownership Act (hereinafter "The Act"), and Paragraph 21 of the Shaughnessy Apartments Condominium Declaration (hereinafter "The Declaration"), this instrument is executed and approved on the dates hereinafter set forth by unit owners whose signatures appear hereafter and who own at least three-fourths (3/4) in the aggregate of ownership interest in the common areas and facilities of the Shaughnessy Apartments Condominium.

WHEREAS, on February 2, 1976 Rex Crosland and Phyllis M. Crosland, his wife, and Dawn Clark, George Werner, and James Nelson, Trustees of the Mountain States Insulation and Supply Company profit sharing Trust (Declarant) submitted certain land owned by Declarant and described in Appendix C to the Declaration to the provisions of The Act by recording in Salt Lake County the Shaughnessy Apartments Condominium Declaration; and

WHEREAS, since the recordation of The Declaration it has become apparent, due to various considerations, that it would be desirable to amend several provisions in The Declaration in certain respects.

NOW, THEREFORE, and for that purpose The Declaration is hereby amended as follows:

1. Amendment of Paragraph 3, "Description of the Buildings."

3.3 The buildings are of wood and brick veneer construction with cedar and redwood trim. The exterior consists of brick, cedar and glass windows. Most interior partitions between units are of 2"x4" stud construction with 1" bat insulation and 5/8" gypsum board painted surfaces. The buildings are supplied with electricity, water and sewage service, and a master T.V. antenna. The units are individually heated and air conditioned with separate furnaces and air conditioning units for each unit. The buildings are more fully depicted in the map.

BOOKED BY APT 275

2. Amendment of Paragraph 4, "Description of Units."

4.1 Each unit has immediate access to an exterior walkway, which is a part of the common area and facilities. Each unit has a separate air conditioner which services only that unit and which is a part of the unit. Each unit has a separate furnace and water heater, which are also part of the common area and facilities. Appendix A hereto contains a table setting forth the number designation of each unit and any appurtenant non adjacent limited common areas including carports, parking spaces and storage areas. The units are more particularly described in the map.

4.2 The boundary lines of each unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, interior surfaces of windows and doors, window frames and door frames and trim. Each unit shall include both the portions of the building that are not common areas and facilities within such boundary lines and the space so encompassed. Without limitation, a unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the unit and servicing only that unit. The unit shall also include any portions of any chutes, flues, ducts, conduits, wires, air conditioning equipment, bearing walls, bearing columns, or any other apparatus that lies partially within and partially outside of the designated boundaries of a unit that services only that unit.

3. Amendment of Paragraph 5, "Description of Common Areas and Facilities."

The common areas and facilities shall mean and include: the land on which the buildings are located and all portions of the property not a part of any unit, including, but not by way of limitation: the foundations, columns, girders, beams, supports, main walls, roofs, walkways, stairs and stairways; the grounds, gardens, carports, parking areas, and storage spaces; the areas used for storage of janitorial supplies, main-

BOOK 4817
PAGE 573

tenance equipment and materials; installations of all central services or services servicing more than one unit or any portion of the common areas and facilities, including power, light, gas, hot and cold water, and heating, the tanks, pumps, motors, fans, ducts, and in general all apparatus and installations existing for common use; all patios, courts and driveways; any utility pipes, line or systems servicing more than one unit or any portion of the common areas and facilities including all ducts, flues, chutes, wires, conduits and other accessories and utility installations to the outlets used therewith; all limited common areas and facilities as herein-after described; all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally common in use, or which have been designated as common areas and facilities in the map; and all repairs, alterations, additions and replacements of any of the foregoing.

4. Amendment of Paragraph 10, "Association of Unit Owners: Management Committee."

10.3.3 To operate, maintain, repair, alter, improve and replace the common areas and facilities.

5. Amendment of Paragraph 11, "Maintenance, Alteration and Improvement."

11.1 The maintenance, alteration, improvement, replacement and repair of the common areas and facilities shall be the responsibility of the management committee and the cost thereof shall be a common expense. The management committee shall also maintain, replace and repair all parking areas, balconies and patios and all conduits, ducts, plumbing and wiring and other facilities for the furnishing of heat, gas, light, power, water, and sewer contained in the portions of the units that service more than one unit or any portion of the common areas and facilities, all incidental damages caused to a unit by the maintenance replacement and repair of the common areas and facilities or utility services shall be repaired promptly as a common area expense.

11.2 The unit owners shall have the responsibility to maintain, repair, replace and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the owner's unit, except those

CONTRACT FOR 575

portions to be maintained, repaired and replaced by the management committee. The maintenance, repair and replacement of air conditioning equipment that is part of and serves only one unit shall be the responsibility of the owner of each such unit. The unit owners shall keep clean and in a sanitary condition their carports, storage areas and balconies and patios, if any. The management committee shall be responsible for cleaning and general maintenance of all parking areas.

6. Amendment of Paragraph 19, "Conveyances, Easements."

19.2.2 Include with respect to a unit nonexclusive easements in and through the common areas and facilities, for the maintenance, repair, improvement and replacement of all or any portion of said unit through all other units and through the common areas and facilities, and for the use of the carports, storage areas and parking spaces as indicated in Appendix A and the map.

This instrument and the amendment to the Declaration accomplished herein shall take effect upon the recordation hereof in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, each of the signatories of this instrument has executed the same on the date appearing immediately above its name.

Sam M. Staker
#30 1/10/79
Bernard Staker
#9 1-10-79
Annexa Staker
#36 1/10/79
Eileen H. Palmer
#32 1/16/79
John M. Hillen #37 1/17/79
Mrs. John W. Casper #5 1/17/79
Long Kimmarsh #48 1-16-79
Maura Colvard #6 1-16-79
James Lamb #60 1-16-79
Yip Guinao # 33, 41, 54 1-21-79

Date: 1-12-79
Gene B. Lamb #8
Date: 1-12-79
Tricia Beverly Lamb #25
Date: 1-12-79
Tricia Beverly Lamb #41
Date: Jan 12, 1979
Edna Gray #43
Date: 1-13-79
Steph J. Moore #42
Date: 1-15-79
[Signature] #26 #31
Date: January 16, 1979
James Jaspard #4
Date: January 16, 1979
Jessie White Unit 13

BOOK 4807 PAGE 576

Mildred Burt #23 1/27/79
Walter Persson

Jan. 17, 1979. Tpt 44

Linné Nilsson Apt 34-417
Jan 17, 1979

Rita DuWall #38 Jan 17, 1979

Wanda Johnson #55 Jan 17, 1979

Solga C. Fleischer #57 January 17, 1979

Joyce M. Coleman #56 Jan 17, 1979

Kathleen Kirby #12 January 17, 1979

Bernice Webb #105 Jan 17, 1979

Anna Christensen #22 Jan 17-1979

Eggs on book #11 1/17/79

Charles G. Robinson #39 1/18/79

Rosa S. Hoagren #3 1/21/79

David J. Arla #31 - 1/21/79

Kristine L. Barrett #46 1/21/79

Earl J. Barrett #59 1-21-79

Helen M. Fallon #53 1-21-79

Florence H. Hlavinka #58 1-21-79

Jane Morrison #1 1/22/79

Kath Cronquist #10 1/23/79

Georgia J. Russell #31 1/24/79

W. Lee Cree #16 1/25/79

Arletta Lindberg #55 1/27/79

John M. ... #11 1/27/79

BOOK 4807 PAGE 577

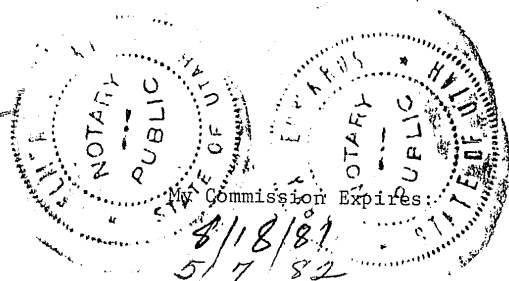
79.45%

STATE OF UTAH)
) ss.
 COUNTY OF SALT LAKE)

On this ~~1/17/79~~ day of 1-28/79, 1979, personally appeared before me:

Alano B. Lind 1-12-79 *EG*
John M. Moore 1-12-79 #42 *EG*
James Gaspar 1-16-79 #4 *ME*
James Lind 1-16-79 #13 *ME*
James Lind 1-16-79 #15 *ME*
James Lind 1-16-79 #16 *ME*
James Lind 1-16-79 #17 *ME*
James Lind 1-16-79 #18 *ME*
James Lind 1-16-79 #19 *ME*
James Lind 1-16-79 #20 *ME*
James Lind 1-16-79 #21 *ME*
James Lind 1-16-79 #22 *ME*
James Lind 1-16-79 #23 *ME*
James Lind 1-16-79 #24 *ME*
James Lind 1-16-79 #25 *ME*
James Lind 1-16-79 #26 *ME*
James Lind 1-16-79 #27 *ME*
James Lind 1-16-79 #28 *ME*
James Lind 1-16-79 #29 *ME*
James Lind 1-16-79 #30 *ME*
James Lind 1-16-79 #31 *ME*
James Lind 1-16-79 #32 *ME*
James Lind 1-16-79 #33 *ME*
James Lind 1-16-79 #34 *ME*
James Lind 1-16-79 #35 *ME*
James Lind 1-16-79 #36 *ME*
James Lind 1-16-79 #37 *ME*
James Lind 1-16-79 #38 *ME*
James Lind 1-16-79 #39 *ME*
James Lind 1-16-79 #40 *ME*
James Lind 1-16-79 #41 *ME*
James Lind 1-16-79 #42 *ME*
James Lind 1-16-79 #43 *ME*
James Lind 1-16-79 #44 *ME*
James Lind 1-16-79 #45 *ME*
James Lind 1-16-79 #46 *ME*
James Lind 1-16-79 #47 *ME*
James Lind 1-16-79 #48 *ME*
James Lind 1-16-79 #49 *ME*
James Lind 1-16-79 #50 *ME*
James Lind 1-16-79 #51 *ME*
James Lind 1-16-79 #52 *ME*
James Lind 1-16-79 #53 *ME*
James Lind 1-16-79 #54 *ME*
James Lind 1-16-79 #55 *ME*
James Lind 1-16-79 #56 *ME*
James Lind 1-16-79 #57 *ME*
James Lind 1-16-79 #58 *ME*
James Lind 1-16-79 #59 *ME*
James Lind 1-16-79 #60 *ME*
James Lind 1-16-79 #61 *ME*
James Lind 1-16-79 #62 *ME*
James Lind 1-16-79 #63 *ME*
James Lind 1-16-79 #64 *ME*
James Lind 1-16-79 #65 *ME*
James Lind 1-16-79 #66 *ME*
James Lind 1-16-79 #67 *ME*
James Lind 1-16-79 #68 *ME*
James Lind 1-16-79 #69 *ME*
James Lind 1-16-79 #70 *ME*
James Lind 1-16-79 #71 *ME*
James Lind 1-16-79 #72 *ME*
James Lind 1-16-79 #73 *ME*
James Lind 1-16-79 #74 *ME*
James Lind 1-16-79 #75 *ME*
James Lind 1-16-79 #76 *ME*
James Lind 1-16-79 #77 *ME*
James Lind 1-16-79 #78 *ME*
James Lind 1-16-79 #79 *ME*
James Lind 1-16-79 #80 *ME*
James Lind 1-16-79 #81 *ME*
James Lind 1-16-79 #82 *ME*
James Lind 1-16-79 #83 *ME*
James Lind 1-16-79 #84 *ME*
James Lind 1-16-79 #85 *ME*
James Lind 1-16-79 #86 *ME*
James Lind 1-16-79 #87 *ME*
James Lind 1-16-79 #88 *ME*
James Lind 1-16-79 #89 *ME*
James Lind 1-16-79 #90 *ME*
James Lind 1-16-79 #91 *ME*
James Lind 1-16-79 #92 *ME*
James Lind 1-16-79 #93 *ME*
James Lind 1-16-79 #94 *ME*
James Lind 1-16-79 #95 *ME*
James Lind 1-16-79 #96 *ME*
James Lind 1-16-79 #97 *ME*
James Lind 1-16-79 #98 *ME*
James Lind 1-16-79 #99 *ME*
James Lind 1-16-79 #100 *ME*

who being by me duly sworn, did say that they are the owners of one or more units and the appurtenant ownership interest in the common areas and facilities of the Shaughnessy Apartments Condominium and that they did sign and execute the above instrument.



James F. Gray
 Notary Public
 Residing at: *Salt Lake City*
Mama Edwards
Salt Lake City

BOOK 4807 PAGE 578

⁴⁰
~~42~~
Kristin J. Barrett #46 1-21-79

Prof. J. Barrett #54 1-21-79

Nelma H. Patten #53 1-21-79

Florence H. Clump #58 1-21-79

~~Jane Allkover #1 1/22/79~~

Ruth Cronquist, #10 1/23/79

George S. Randall #21 1/25/79

John Lane #16 1/25/79

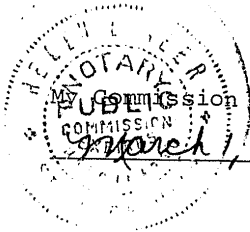
Marilyn Lullberg #35 1/27/79

Hubert Thompson #19 1/27/79

W. David Best #23 1/27/79

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 15th day of January, 1979, personally appeared
before me Denis R. Morrill, the signer of the foregoing instrument,
who duly acknowledged to me that he executed the same.



My Commission expires:
March 1, 1980

Helen L. Gear
Notary Public
Residing at Salt Lake City, Utah

BOOK 4807 PAGE 580