

PREPARED BY, AND WHEN  
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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
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BY: ZJM, DEPUTY - WI 20 P.

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*First Amendment to Declaration of Condominium and Bylaws  
for Broadway Park Lofts, A Mixed Use Condominium Project*

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THIS AMENDMENT (the "Amendment") is made and executed as of \_\_\_ December 2010 by Broadway Park, LLC, a Utah limited liability company ("Broadway Park" or "Declarant"), whose address is 308 West Broadway, Suite LL2, Salt Lake City, Utah 84101.

*Recitals:*

A. *Declaration.* on April 27, 2010, an instrument entitled "Declaration of Condominium and Bylaws for Broadway Park Lofts, A Utah Mixed Use Condominium Project" (as amended hereby, the "Declaration") was recorded in the office of the Salt Lake County, Utah Recorder as entry no. 10941449, in book 9820, at pages 9413-9472, which affects certain Land situated in Salt Lake County, Utah as described in said Declaration (unless they are otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings for those terms that are set forth in the Declaration).

B. *Unit Ownership.* Declarant is the current Owner of all of the Units within the Project.

C. *Amendment.* The Declaration allows the Unit Owners to amend the Declaration upon the vote of a Two-Thirds Majority of all Unit Owners.

D. *Approval.* Broadway Park, as Owner of all of the Units, has exercised (and hereby exercises) its written vote to amend certain provisions of the Declaration in connection with the re-purposing and re-characterization of designated areas within the Project.

*Agreement:*

NOW, THEREFORE, in consideration of the foregoing, the Unit Owners hereby amend the Declaration as follows (for purposes of this Amendment, words and terms that are stricken through shall be deleted from the Declaration and underlined words and terms shall be added to the Declaration; provided, however, that any provisions from the Declaration that are set forth in this Amendment and that that are not expressly stricken through shall be deemed to be part of the Declaration, as amended).

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**Section 1.3 of the Declaration is amended as follows:**

1.3 "Building" means the following two buildings, which contain collectively ~~69~~ 64 Residential Units, ~~47~~ 22 Live/Work Units and six Commercial Units:

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1.3.2. "South Building" means the building containing Units and comprising a part of the Property. As part of Phase 1 of the Property, Declarant shall construct an underground Parking Area (denominated on the Condominium Plat as the "Lower Parking Level—South") in the South Building. As Phase 2 of the Property, Declarant shall construct one story in the South Building (denominated on the Condominium Plat as the main floor), which comprises six Commercial Units. As Phase 3 of the Property, Declarant intends to construct six stories above the main floor of the South Building (denominated on the Condominium Plat as the second, third, fourth, fifth, sixth and seventh floors, with an eighth floor containing roof terraces), which contain ~~nine~~ 14 Live/Work Units and ~~42~~ 37 Residential Units, for a total of 51 Units in Phase 3. The South Building contains a total of six Commercial Units, ~~nine~~ 14 Live/Work Units and ~~42~~ 37 Residential Units, for a total of 57 Units. The principal materials of which the South Building is constructed are reinforced concrete, concrete block, brick, structural steel and glass. The South Building will be supplied with electricity, water, natural gas, telephone and sanitary sewer utilities.

**Section 1.6.2 of the Declaration is amended as follows:**

1.6.2. *Structural Elements.* The foundations, columns, girders, beams, supports, main walls (including any bearing walls, even if the bearing wall is located within the interior of a Unit, and including common walls, floors and ceilings between Units or between a Unit and a Common Area and Facility, other than the interior surfaces of such common elements, which interior surfaces form part of the Unit), floors between stories of Units that have two or more floors comprising such Units, even if the floor is located within the interior of a Unit, other than the interior surfaces of such common elements, which interior surfaces form part of the Unit), bearing columns, floors, ceilings (excluding only partitions within any individual Unit and the interior surface of the walls, floors, ceilings, windows and doors forming the perimeter boundaries of each Unit), roofs (except that the surface decking of the roof terraces above Residential Units 601 through 623 shall form part of the respective Units to which each attaches ~~Limited Common Areas and Facilities appurtenant to those Units, except for~~ and the areas of the roof terraces that are marked on the Condominium Plat as Common Areas and Facilities for HVAC equipment and weather membrane, water-proofing and other structural elements beneath the surface decking of the roof terraces but above the interior surfaces of the underlying Unit shall be considered Common Areas and Facilities), halls, corridors, lobbies, courts, vestibules, stairs, stairways, walkways and overhead canopies between Buildings, Plazas, railings, fire escapes, entrances and exits of the Building; provided, however, that if any of the foregoing lie partially within and partially outside the designated boundaries of a Unit, then: (a) any portion of the item that serves only that Unit is part of the Limited Common Areas and Facilities for that Unit, and (b) any portion of the item is part of the Common Areas and Facilities if the item serves more than one Unit or serves any portion of the Common Areas and Facilities;

**Section 1.6.6 of the Declaration is amended as follows:**

1.6.6. *Utility Equipment.* The transformer vault located in the west driveway to the Lower Parking Level (as shown on the Condominium Plat), tanks, pumps, motors, fans, compressors, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, Utility Equipment and, in general, all apparatus and installations existing for common use, including heating, ventilation and air conditioning ("HVAC") units that service particular Units and other Utility Equipment that are placed on the tops of the Building,

which HVAC units and/or Utility Equipment might provide service to individual Units and are adjacent to private roof terraces that form part of ~~are Limited Common Areas and Facilities for~~ Residential Units 601 through 623 (for the avoidance of doubt, water heaters located within Residential Units and Live/Work Units, which also provide heat to those Units, are part of the Units themselves and are not HVAC equipment forming Common Areas and Facilities; see Section 1.18.1); further, if any of the foregoing lie partially within and partially outside the designated boundaries of a Unit, then: (a) any portion of the item that serves only that Unit is part of the Limited Common Areas and Facilities for that Unit, and (b) any portion of the item is part of the Common Areas and Facilities if the item serves more than one Unit or serves any portion of the Common Areas and Facilities;

**Section 1.18.1 of the Declaration is amended as follows:**

1.18.1. *Designation of Specific Areas.* The Limited Common Areas and Facilities include the following, without limitation (the precise location of which is shown on the Condominium Plat): (a) each of the balconies and railings projecting from Residential Units--the use of each such balcony is reserved to the Residential Unit to which such balcony is adjacent; (b) each of the patios in front of the Residential Units on the second floor--the use of each such patio is reserved to the Residential Unit to which such patio is adjacent; (c) each of the patios in front of the Live/Work Units--the use of each such patio is reserved to the Live/Work Unit to which such patio is adjacent; (d) ~~the private roof terraces on the top of Residential Units 601 through 623, inclusive, each of which is reserved for the use of the respective Residential Unit over which the roof terrace is placed (other than areas within those roof terraces that are designated on the Condominium Plat as Common Areas and Facilities for the placement of HVAC units) and other Utility Equipment~~; (e) a commercial grease trap that is installed under the east driveway leading to the Upper Parking Level as part of Phase 3, which driveway is shown on the Condominium Plat and which grease trap is reserved for Live/Work Commercial Uses and for the use of the Commercial Units; and ~~(f)~~ (e) the following, if designated to serve a single Unit but located outside the Unit's boundaries: any shutters, awnings, window boxes, doorsteps, stoops, exhaust vents, porches, balconies, patios, exterior doors, exterior windows or other fixture or apparatus intended to serve a single Unit, which shall constitute a Limited Common Area and Facility appurtenant to that Unit exclusively.

**Section 1.19 of the Declaration is amended as follows:**

1.19. "*Live/Work Units*" means Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 215, 217, 221 and 223, inclusive located in the South Building and Units 225, 227, 229, 231, 235, 237, 239 and 241 in the North Building. "*Live/Work Commercial Uses*" means uses of Live/Work Units (or portions thereof) from time to time for commercial, retail or office purposes as permitted by this Declaration. "*Live/Work Residential Uses*" means uses of Live/Work Units (or portions thereof) from time to time for residential purposes. A single Live/Work Unit may be used for Live/Work Residential Uses only, may be used for Live/Work Commercial Uses only or may be used simultaneously for Live/Work Commercial Uses and for Live/Work Residential Uses, as to different areas of the Units and/or as to different times of the day. Each Live/Work Unit (except for Units 221 and 231) has two floors, with the second floor being accessed by an internal spiral staircase.

**Section 1.37 of the Declaration is amended as follows:**

1.37. "*Residential Units*" means the following Units located in the South Building: Units 201, 203, 205, 207, 209, 211, 212, 213, 214, 216, 218, 219, 220 and 224, Units 401 through 414, inclusive and Units 601 through 614, inclusive; and the following Units located in the North Building: Units 225, 227, 229, 231, 235, 237, 239 and 241, 226, 228, 230, 233, 234, 26, 238, 240, and 242; Units 415 through 423, inclusive; and Units 615 through 623, inclusive. Each Residential Unit has two floors, with the second

floor being accessed by an internal staircase. In addition Residential Units 601 through 623, inclusive have a roof terrace above the second floor, which is accessed by an additional internal staircase.

**Section 1.37a is added to the Declaration as follows:**

1.37a. "roof terrace" means that area located above Residential Units 601 through 623, inclusive and designated as "Patio" on the Condominium Plat, as amended.

**Section 1.44 of the Declaration is amended as follows:**

1.44. "Unit" means each separate physical part of the Property intended for any type of independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in the Building, as depicted on the Condominium Plat. Each Unit is comprised of an individual air space unit, consisting of enclosed rooms occupying part of the Building and interior non-supporting, non-bearing walls and bounded by the interior surfaces of the walls, floors, ceilings, windows and doors along the perimeter boundaries of such air space, together with all interior partitions, fixtures and improvements contained within such air space. In the case of Residential Units 601 through 623, such Units shall also consist of an approximate eight foot tall individual air space unit on the roof terraces above such Units with perimeter boundaries coextensive with the boundaries of the associated roof terrace, all as more particularly set forth on the Condominium Plat. Furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other material constituting part of the finished surface of an interior wall, floor or ceiling on interior surfaces, and, in the cases of Residential Units 601 through 623, the surface decking above the roof surface of the roof terraces, shall be deemed to be a part of the Unit concerned; but any other portion of such a wall, floor or ceiling not listed is part of the Common Areas and Facilities. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or the use and enjoyment of another Unit, and shall be part of the Common Areas and Facilities: (a) bearing walls; (b) common walls, floors and ceilings between Units or between a Unit and another Common Area and Facility (except for the interior surfaces of walls, floors and ceilings, which interior surfaces shall be part of the Unit, as described above); (c) roofs, including the weather membrane, water-proofing and other structural elements beneath the surface decking of the roof terraces but above the interior surfaces of the underlying Unit; (d) foundations; (e) ceiling equipment; and (f) tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations and Utility Equipment, except the outlets of any of the foregoing when located within a Unit. The interior surface of a window or door means the location of such surface when such window or door is closed. Units include the Commercial Units, the Live/Work Units and the Residential Units. The internal staircases and water heaters within each of the Live/Work Units and the Residential Units are part of the respective Units and are not Common Areas or Facilities or Limited Common Areas or Facilities.

**Section 2.7 of the Declaration is amended as follows:**

2.7. *Mixed Use.* The Property is intended: (a) to be a condominium Project with mixed residential, live/work and commercial / retail / office uses; (b) to provide on the main floor of the South Building and second floor of each of the North Building and the South Building a bustling, active marketplace involving artists and crafts people and/or involved in the sale of goods and services, including live music, art displays, artistic performances, the sale of flowers, food and drinks, with such activities taking place inside of the Commercial Units and the Live/Work Units and in the Plaza areas immediately outside of the Commercial Units and the Live/Work Units (but all such uses shall be subject to the Commercial Easements and applicable zoning and building ordinances); (c) to allow Owners of Live/Work Units to use their Units for mixed Live/Work Commercial Uses and Live/Work Residential Uses—for example, an occupant sleeping upstairs and using the downstairs for an art studio or small

coffee shop, subject in each instance to applicable zoning ordinances; (d) to allow for cross-use of the Parking Area between commercial / retail / office users on the one hand, and residential users on the other hand, in order to maximize usage of the Parking Area during varying periods during the day and night following natural patterns of use (e.g., generally commercial / retail / office daytime and evening usage and residential evening and night usage), provided, however, that except as otherwise provided and further detailed in Section 4.6, nothing contained in this Declaration shall guaranty that parking spaces will be available for such uses during particular times, all as described more fully in Section 4.6; (e) to provide for comfortable residential living, benefited by any convenient marketplaces that might be located within the Commercial Units or the Live/Work Units from time to time; and (f) to accommodate the needs of Owners and users of the Commercial Units and the Live/Work Commercial Uses, which involve areas that are located directly under or next to the Residential Units and Live/Work Units being used for Live/Work Residential Uses. These commercial / retail / office needs may include: (y) construction activities to build out and remodel the Commercial Units and the Live/Work Units from time to time; and (z) transmitting the effects of commercial, retail or office activities upstairs; provided, however, that notwithstanding the foregoing provisions to the contrary, the Commercial Units shall not be used or operated, and Live/Work Commercial Uses shall not be made, in any manner that unreasonably (considering the mixed used nature of the Property) inconveniences or disturbs the quiet enjoyment of the Residential Units or the Live/Work Residential Uses by their Unit Owners.

**Section 3.4 of the Declaration is amended as follows:**

3.4. Conveyance of Units. Each deed, lease, Mortgage or other instrument may legally describe a Unit by its identifying number as designated in this Declaration or as shown on the Condominium Plat. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber or otherwise affect the Unit's Undivided Interest and the right of exclusive use of any Limited Common Areas and Facilities even though the same are not expressly mentioned or described. Subject to the immediately preceding sentence, any deed, lease, Mortgage or other instrument may legally describe a Unit as follows:

Unit\_\_ contained within Broadway Park Lofts, a Utah mixed use condominium project, as the same is identified in the Declaration of Condominium and Bylaws recorded April 27, \_\_\_\_\_ 2010 as Entry No. 10941449 \_\_\_\_\_ in Book 9820 \_\_\_\_\_ at Page 9413 \_\_\_\_\_ of the official records of the Salt Lake County, Utah Recorder (as said Declaration may heretofore have been amended or supplemented), and in the Condominium Plat recorded April 27, \_\_\_\_\_ 2010 as Entry No. 10941448 \_\_\_\_\_ of the official records of the Salt Lake County, Utah Recorder (as said Condominium Plat may heretofore have been amended or supplemented); TOGETHER WITH the Limited Common Areas and Facilities, if any, and a percent undivided interest in the Common Areas and Facilities appurtenant to such Unit, as more particularly described in said Declaration.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding on and shall inure to the benefit of any party who acquires any interest in a Unit.

**Section 4.6 of the Declaration is amended as follows:**

4.6. *Parking.* The Parking Area is part of the Common Areas and Facilities and, as such is an appurtenance to the Units, subject to this Section 4.6 and applicable Rules and Regulations. The Parking Area is shared among the different users of the Building during different time ranges of each day as applied to different parts of the Parking Area, consistent with the mixed use nature of the Building as

described in Section 2.7. These different uses are shown in detail on the Condominium Plat. Except as provided in Subsection 4.6.3 below, A a Unit Owner's right to park a vehicle in a Parking Area for a use and during the hours indicated on the Condominium Plat may be exercised only if a parking space is then open and available. The right of an Owner of a Commercial Condominium Unit to use a Parking Area extends to the clients, customers and business invitees of that Owner and the Owner's tenant. Any permitted lease of a Condominium Unit may include the right to use the Parking Area for that Condominium Unit, but the Owner and the tenant must share that right and do not each have independent rights of use. No gGuests of Live/Work Residential Uses or guests of Owners (or tenants of Owners) of Residential Units shall have the right to use Parking Areas the Residential Space of those Owners, but the Owner and the guest must share that right and do not each have independent rights of use. On-site parking for the Units shall be provided in the Parking Area, subject to the following terms and conditions:

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4.6.3. *Residential Spaces.* Parking Areas designated on the Condominium Plat as "*Residential Spaces*" are for use by Residential Units and for Live/Work Residential Uses during the indicated hours, subject to the following:

4.6.3.1. *Reserved Spaces.* The Owners (the "*Reserve Owners*") of Units 211, 212, 213, 214, 406, 407, 408, 409, 606, 607, 608, and 609 (collectively the "*Reserve Units*") shall have the right to one reserved Residential Space within the Lower Parking Level – South assigned to each such Unit (a "*Reserved Space*"). The Reserved Space assigned to a Reserve Unit may only be used by its respective Reserve Owner and shall be available solely to such Reserve Owner 24 hours a day, year round. The right of a Reserve Owner to such Owner's associated Reserved Space shall extend to the guests, invitees and/or tenants of such Reserve Owner. A Reserve Owner shall have the right to arrange for the removal of any vehicle wrongfully using such Reserve Owner's Reserved Space in accordance with reasonable guidelines promulgated by the Management Committee for such removal. The Management Committee shall identify the Reserved Spaces to be assigned to each of the Reserve Units and shall cause each such Reserved Space to be clearly marked as reserved for its respective Reserve Unit. Notwithstanding the foregoing, the Reserved Spaces are part of the Common Areas and Facilities, and the Management Committee shall have the right, in its sole discretion, to relocate a Reserved Space from time to time as it deems necessary, provided that the Reserve Owner of the Reserved Unit assigned to such Reserved Space is notified in writing no later than three days in advance of such relocation.

4.6.3.2. *Floating Spaces.* ~~The Owners of the Residential Units and the Live/Work Units: (a) may use one Residential Space per Unit; however, (There are two more extra Residential Spaces (the "*Floating Spaces*") than there are Residential and Live/Work Units (i.e., 88 Residential Spaces for 86 Residential Units and Live/Work Units). The Declarant reserves the right to designate the Residential Units or Live/Work Units being used for Residential Live/Work Uses to which the Floating Spaces are assigned initially. The Owner of a Residential Unit to which a Floating Space has been assigned shall be deemed a licensee of the Floating Space and shall have the right to transfer the Floating Space license to the owner of any Residential Unit or Live/Work Unit being used for Residential Live/Work Uses upon written notification of such transfer to the Management Committee. If (a) Declarant does not assign a Floating Space to a Residential Unit or to a Live/Work Unit being used for Residential Live/Work Uses within three years after the date the Declaration is recorded in the Official Records or (b) the license to a Floating Space is voluntarily relinquished to the Management Committee, then the Management Committee shall offer to license the Floating Spaces to other Owners of Residential Units and Owners of Live/Work Units being used for Residential Live/Work Uses. The Floating Spaces shall be located, identified and used in the same manner as Reserved Spaces as described in section 4.6.3.1 above. An Owner's right to use a Floating Space as described in this subsection is in addition to that Owner's right to use Parking Areas under other provisions of this Declaration, which If the~~

Management Committee has available licenses for Floating Spaces, then it may shall license the Floating Spaces to one or two Unit the Owners of Residential Units and Owners of Live/Work Units being used for Residential Live/Work Uses for a fair market fee on an annual basis, but: ~~(ix)~~ once licensed, the licensee shall have the first right of refusal to renew that license annually; ~~(ii-y)~~ initially (and later, if a license lapses), the Management Committee may shall allocate the extra Floating sSpaces in a manner reasonably determined by the committee; and ~~(iii-z)~~ all license fees shall be handled pursuant to Section 4.6.5.

4.6.3.3. Un-Reserved Residential Spaces. The Owners of the Residential Units and the Live/Work Units: (a) may use one Residential Space per Unit; and (b) may not have specific reserved spaces (other than Unit Owners with rights to Reserved Spaces or Floating Spaces as described above); provided, however, that from time to time, the Management Committee may assign up to five specific Residential Spaces to specific Residential Units or for Live/Work Residential Uses in order to accommodate hardship needs, subject to the following: ~~(ia)~~ this number may be increased only with the consent of a Super Majority of the Unit Owners; ~~(ib)~~ once made, such assignments shall be final and binding on the Unit Owners; ~~(ic)~~ no such assignments need to be made by the Management Committee; and ~~(id)~~ the assignments may be revoked by the Management Committee at any time after the assignments are made.

4.6.4. *Rights to Use.* Notwithstanding the foregoing, and except for the use of Reserved Spaces as described in Section 4.6.3.1 above: (a) the users of spaces in some Parking Areas might not have vacated those spaces at the end of the daily time range indicated for those uses on the Condominium Plat, which means that there might not be adequate numbers of parking spaces for a different use shown in the next daily time range for the same area; (b) the Management Committee may make reasonable regulations to accommodate such overlaps and to encourage cooperation among Unit Owners in using parking spaces; (c) Unit Owners do not have guaranteed, vested or exclusive rights for their uses during the applicable time periods or to specific Parking Area spaces (except as specifically indicated above), and accordingly such Owners do not have the right to block or prevent others from using particular spaces or to tow vehicles that are improperly parked (this does not limit the Management Committee from exercising these rights pursuant to Sections 4.6.5 and 4.6.6 or the Reserve Owners of Reserved Units with Reserved Spaces from exercising these rights pursuant to Subsection 4.6.3.1); (d) Parking Areas provided for in this Declaration include the Street Parking, which Street Parking is subject to any regulations or restrictions on use that might be imposed by Salt Lake City; and (e) Unit Owners shall cooperate with each other in accommodating shared uses of Parking Areas during the different times of days.

**Section 4.13 of the Declaration is amended as follows:**

4.13. *Limitation on Commercial Uses.* Notwithstanding any provision of this Declaration to the contrary, no more than 25% of the total floor area of the Project ~~(rounded to the nearest percentage point; the "Maximum Commercial Area")~~ may be used for commercial purposes at any one time. The total floor area of the Project and the size of the Units are shown on Exhibit A. The purpose of this section is to satisfy a maximum commercial use requirement that has been imposed by the Federal Housing Administration ("*FHA*") ~~as of the date of this Declaration~~ in order to provide federal insurance for loans in residential condominium projects. To that end: ~~(a) the provisions of this section shall be construed in a manner that will satisfy the requirement of the FHA; (b) if the Project area available for commercial use in FHA financed projects increases above 25% after the date of this Declaration, then by amendment to this Declaration additional Residential Units located on the second floor of the Project may be converted to Live/Work Units, as the same are designated by the Management Committee in an amendment to the Declaration and the Plat, which amendment must also be approved by the Owners of the affected Units (but not by any other Unit Owners); and (c) if the 25% requirement is eliminated, then the provisions of~~

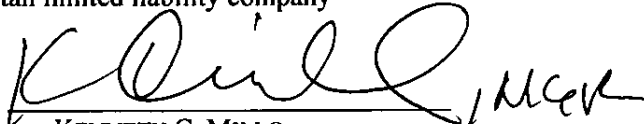
~~this section shall no longer be applicable. The provisions of this section are in addition to other sections of this Declaration and to zoning and land use requirements of Salt Lake City.~~

**Exhibit A to the Declaration is amended as depicted in First Amended Exhibit A, attached hereto and by this reference incorporated herein.**

*Execution by Owner*

THE UNDERSIGNED consents to and executes the foregoing Amendment as the Owner of 100% of the Units and Common Facilities of the Project.

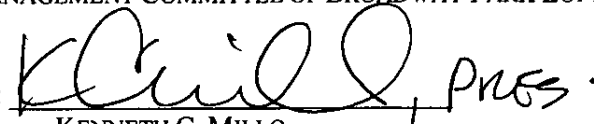
BROADWAY PARK, LLC,  
a Utah limited liability company

By:   
KENNETH C. MILLO  
Manager

*Execution by Management Committee*

THE UNDERSIGNED approves and executes the foregoing Amendment as the Management Committee of the Project, based upon the foregoing consent by all of the Unit Owners.

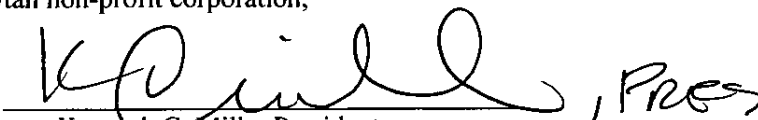
MANAGEMENT COMMITTEE OF BROADWAY PARK LOFTS

By:   
KENNETH C. MILLO  
President

*Certification of Ownership*

I, Kenneth C. Millo, as president of Broadway Park Lofts Unit Owners Association, a Utah non-profit corporation, which is the Association described in the Declaration, and as president of the Management Committee, hereby certify that all of the members of the Association, which currently consist of only Broadway Park, LLC, as evidenced by the records of the Association, have given their written consent to this Amendment and have authorized me to execute the same.

BROADWAY PARK LOFTS UNIT OWNERS ASSOCIATION,  
a Utah non-profit corporation,

By:   
Kenneth C. Millo, President



STATE OF UTAH )

:SS

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December 2010 by KENNETH C. MILLO, as: (1) the manager of and on behalf of Broadway Park, LLC, a Utah limited liability company; (2) the president of the Management Committee of Broadway Park Lofts; and (3) the president of Broadway Park Lofts Unit Owners Association, a Utah non-profit corporation.

My Commission Expires:

8/26/2014

Kimberli B Richards  
Notary Public  
Residing at: SLC, UT





*Association Approval and Consent to Record*

On this 16<sup>th</sup> day of December 2010, BROADWAY PARK LOFTS UNIT OWNERS ASSOCIATION, a Utah non-profit corporation (the "Association") hereby: (1) approves and consents to the foregoing First Amendment to Declaration of Condominium and Bylaws for Broadway Park Lofts, a Mixed Use Condominium Project [the "Project"] (the "Declaration Amendment") and the First Amended Broadway Park Lofts Condominium Plat to which this instrument might be attached (the "Amended Plat"); (2) agrees that the Declaration Amendment and Amended Plat may be recorded; and (3) subjects its interest in the Project to the Declaration Amendment and the Amended Plat.

BROADWAY PARK LOFTS UNIT OWNERS ASSOCIATION,  
a Utah non-profit corporation

By: *Kenneth C. Millo*  
KENNETH C. MILLO  
President

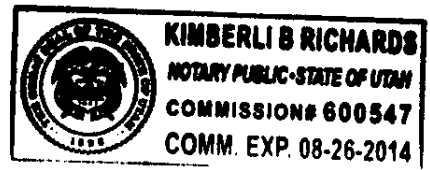
STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of December 2010 by KENNETH C. MILLO, as the president of BROADWAY PARK LOFTS UNIT OWNERS ASSOCIATION, a Utah non-profit corporation.

My Commission Expires:  
8/26/14

*Kimberli B Richards*  
Notary Public  
Residing at: SLC, UT

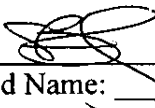
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*Contractor Approval and Consent to Record*

On this 10<sup>th</sup> day of December 2010, **GENEVA ROCK PRODUCTS, INC.** ("*Contractor*") hereby: (1) approves and consents that the foregoing First Amendment to Declaration of Condominium and Bylaws for Broadway Park Lofts, a Mixed Use Condominium Project [the "*Project*"] (the "*Declaration Amendment*") and the First Amended Broadway Park Lofts Condominium Plat to which this instrument might be attached (the "*Amended Plat*"); (2) agrees that the Declaration Amendment and Amended Plat may be recorded; and (3) agrees that that certain Notice of Mechanic's Lien (the "*Mechanic's Lien*") that was recorded 24 September 2010 in the records of the Salt Lake County, Utah Recorder as entry no. 11038063, book 9861 page 4578, that was signed by Shane Inglesby, as Corporate Credit Manager of Contractor and that evidences a claim of lien encumbering all or part of the property that is described in the Declaration Amendment, together with all other documents that evidence or secure the foregoing lien, including any lis pendens (or notices of lis pendens) related thereto, are subject to the Declaration Amendment and the Amended Plat. The Mechanic's Lien: (a) shall continue to encumber the condominium units in the Project; and (b) shall enjoy its priority as a mechanic's lien claimant provided by U.C.A. §38-1-1 et seq. but (c) shall be subject to the Declaration Amendment and the Amended Plat.

GENEVA ROCK PRODUCTS, INC.  
a Utah corporation

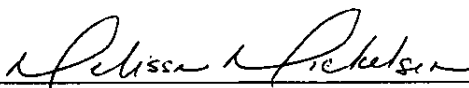
By:   
Printed Name: Shane B. Inglesby, CCE  
Title: Corporate Credit Manager

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December 2010 by SHANE B. INGLESBY, as the CORPORATE CREDIT MGR of GENEVA ROCK PRODUCTS, INC.

My Commission Expires:

9/23/14

  
Notary Public  
Residing at: UTAH COUNTY

G:\Rht\DA\8709 Broadway Park.Geneva Rock.Consent to Record-002.docx



*Contractor Approval and Consent to Record*

On this 15<sup>th</sup> day of December 2010, **MODERN MOUNTAIN ELECTRIC, LLC**, ("Contractor") hereby: (1) approves and consents to the foregoing First Amendment to Declaration of Condominium and Bylaws for Broadway Park Lofts, a Mixed Use Condominium Project [the "Project"] (the "Declaration Amendment") and the First Amended Broadway Park Lofts Condominium Plat to which this instrument might be attached (the "Amended Plat"); (2) agrees that the Declaration Amendment and Amended Plat may be recorded; and (3) agrees that that certain Notice of Claim of Lien ("Mechanic's Lien") (the "Mechanic's Lien") that was recorded 01 December 2010 in the records of the Salt Lake County, Utah Recorder as entry no. 11087690, book 9884 page 6977, that was signed by James K. Tracy, as Legal Representative of Contractor and that evidences a claim of lien encumbering all or part of the property that is described in the Declaration Amendment, together with all other documents that evidence or secure the foregoing lien, including any lis pendens (or notices of lis pendens) related thereto, are subject to the Declaration Amendment and the Amended Plat. The Mechanic's Lien: (a) shall continue to encumber the condominium units in the Project; and (b) shall enjoy its priority as a mechanic's lien claimant provided by U.C.A. §38-1-1 et seq. but (c) shall be subject to the Declaration Amendment and the Amended Plat.

MODERN MOUNTAIN ELECTRIC, LLC  
a Utah limited liability company

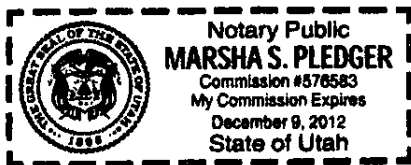
By: [Signature]  
Printed Name: JAMES K. TRACY  
Title: ATTORNEY

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December 2010 by James Tracy, as the Attorney of MODERN MOUNTAIN ELECTRIC, LLC.

My Commission Expires:  
12/9/2012

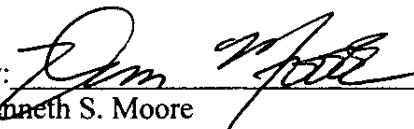
Marsha S. Pledger  
Notary Public  
Residing at: Clinton, Utah



*Contractor Approval and Consent to Record*

On this 20<sup>th</sup> day of December, 2010, **ESP + , INC.** ("*Contractor*") hereby: (1) approves and consents that the foregoing First Amendment to Declaration of Condominium and Bylaws for Broadway Park Lofts, a Mixed Use Condominium Project [the "*Project*"] (the "*Declaration Amendment*") and the First Amended Broadway Park Lofts Condominium Plat to which this instrument might be attached (the "*Amended Plat*"); (2) agrees that the Declaration Amendment and Amended Plat may be recorded; and (3) agrees that that certain Notice of Mechanic's Lien (the "*Mechanic's Lien*") that was recorded 19 October 2010 in the records of the Salt Lake County, Utah Recorder as entry no. 11056090, book 9869 page 9756, that was signed by Financial Management Services, L.L.C., as Agent for Contractor and that evidences a claim of lien encumbering all or part of the property that is described in the Declaration Amendment, together with all other documents that evidence or secure the foregoing lien, including any lis pendens (or notices of lis pendens) related thereto, are subject to the Declaration Amendment and the Amended Plat. The Mechanic's Lien: (a) shall continue to encumber the condominium units in the Project; and (b) shall enjoy its priority as a mechanic's lien claimant provided by U.C.A. §38-1-1 et seq. but (c) shall be subject to the Declaration Amendment and the Amended Plat.

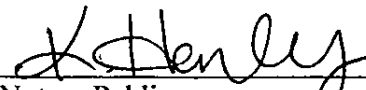
ESP +, INC.  
a Utah corporation

By:   
Kenneth S. Moore  
President

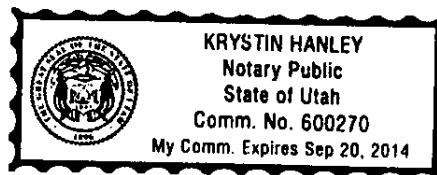
STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 20 day of December, 2010 by KENNETH S. MOORE, as the President of ESP +, INC.

My Commission Expires:  
9.20.14

  
Notary Public  
Residing at: Salt Lake

G:\Rht\DA\8710 Broadway Park.ESP.Consent to Record-002.docx





*First Amended Exhibit A to  
Declaration of Condominium and Bylaws  
Broadway Park Lofts, a Utah Mixed Use Condominium Project*

Division of Property

Units	Building	Phase	Type of Unit: Commercial Live/Work Residential	Size of Each Unit (computed by square feet of floor space)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phase 1 is complete)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phases 1 and 2 are complete)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phases 1, 2 and 3 are complete)
101	South	2	C	1275		<del>4.58</del> <u>4.17%</u>	<del>2.09</del> <u>1.84%</u>
102	South	2	C	1224		<del>4.40</del> <u>4.01%</u>	<del>2.01</del> <u>1.77%</u>
103	South	2	C	1664		<del>5.98</del> <u>5.44%</u>	<del>2.73</del> <u>2.40%</u>
104	South	2	C	1662		<del>5.97</del> <u>5.44%</u>	<del>2.73</del> <u>2.40%</u>
105	South	2	C	2032		<del>7.30</del> <u>6.65%</u>	<del>3.33</del> <u>2.93%</u>
106	South	2	C	1628		<del>5.85</del> <u>5.33%</u>	<del>2.67</del> <u>2.35%</u>
201	South	3	<del>R</del> <u>LW</u>	346			<del>0.57</del> <u>0.50%</u>
202	South	3	LW	346			<del>0.57</del> <u>0.50%</u>
203	South	3	<del>R</del> <u>LW</u>	348			<del>0.57</del> <u>0.50%</u>
204	South	3	LW	348			<del>0.57</del> <u>0.50%</u>
205	South	3	<del>R</del> <u>LW</u>	348			<del>0.57</del> <u>0.50%</u>
206	South	3	LW	348			<del>0.57</del> <u>0.50%</u>
207	South	3	<del>R</del> <u>LW</u>	348			<del>0.57</del> <u>0.50%</u>
208	South	3	LW	348			<del>0.57</del> <u>0.50%</u>
209	South	3	<del>R</del> <u>LW</u>	348			<del>0.57</del> <u>0.50%</u>
210	South	3	LW	348			<del>0.57</del> <u>0.50%</u>



Units	Building	Phase	Type of Unit: Commercial Live/Work Residential	Size of Each Unit (computed by square feet of floor space)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phase 1 is complete)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phases 1 and 2 are complete)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phases 1, 2 and 3 are complete)
211	South	3	R	902			1.48 1.30%
212	South	3	R	945			1.55 1.37%
213	South	3	R	945			1.55 1.37%
214	South	3	R	902			1.48 1.30%
215	South	3	LW	348			0.57 0.50%
216	South	3	R	348			0.57 0.50%
217	South	3	LW	348			0.57 0.50%
218	South	3	R	348			0.57 0.50%
219	South	3	R	550			0.90 0.80%
220	South	3	R	550			0.90 0.80%
221	South	3	LW	400			0.66 0.58%
223	South	3	LW	346			0.57 0.50%
224	South	3	R	346			0.57 0.50%
225	North	1	LW	353	1.93 1.68%	1.27 1.16%	0.58 0.51%
226	North	1	R	353	1.93 1.68%	1.27 1.16%	0.58 0.51%
227	North	1	LW	348	1.90 1.65%	1.25 1.14%	0.57 0.50%
228	North	1	R	348	1.90 1.65%	1.25 1.14%	0.57 0.50%
229	North	1	LW	348	1.90 1.65%	1.25 1.14%	0.57 0.50%
230	North	1	R	348	1.90 1.65%	1.25 1.14%	0.57 0.50%
231	North	1	LW	393	2.14 1.86%	1.41 1.29%	0.64 0.57%

Units	Building	Phase	Type of Unit:		Size of Each Unit (computed by square feet of floor space)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit	Undivided Interest in Common Areas and Facilities Allocated to Each Unit	Undivided Interest in Common Areas and Facilities Allocated to Each Unit
			Commercial	Live/Work Residential		(when Phase 1 is complete)	(when Phases 1 and 2 are complete)	(when Phases 1, 2 and 3 are complete)
233	North	1		R	550	3.00 2.61%	1.98 1.80%	0.90 0.80%
234	North	1		R	550	3.00 2.61%	1.98 1.80%	0.90 0.80%
235	North	1		LW	346	1.89 1.64%	1.24 1.13%	0.57 0.50%
236	North	1		R	346	1.89 1.64%	1.24 1.13%	0.57 0.50%
237	North	1		LW	348	1.90 1.65%	1.25 1.14%	0.57 0.50%
238	North	1		R	348	1.90 1.65%	1.25 1.14%	0.57 0.50%
239	North	1		LW	348	1.90 1.65%	1.25 1.14%	0.57 0.50%
240	North	1		R	348	1.90 1.65%	1.25 1.14%	0.57 0.50%
241	North	1		LW	353	1.93 1.68%	1.27 1.16%	0.58 0.51%
242	North	1		R	353	1.93 1.68%	1.27 1.16%	0.58 0.51%
401	South	3		R	631			1.04 0.91%
402	South	3		R	634			1.04 0.92%
403	South	3		R	634			1.04 0.92%
404	South	3		R	634			1.04 0.92%
405	South	3		R	633			1.04 0.91%
406	South	3		R	1050			1.72 1.52%
407	South	3		R	1134			1.86 1.64%
408	South	3		R	1134			1.86 1.64%
409	South	3		R	1050			1.72 1.52%
410	South	3		R	633			1.04 0.91%

Units	Building	Phase	Type of Unit: Commercial Live/Work Residential	Size of Each Unit (computed by square feet of floor space)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phase 1 is complete)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phases 1 and 2 are complete)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phases 1, 2 and 3 are complete)
411	South	3	R	634			1.04 <u>0.92%</u>
412	South	3	R	634			1.04 <u>0.92%</u>
413	South	3	R	634			1.04 <u>0.92%</u>
414	South	3	R	632			1.04 <u>0.91%</u>
415	North	1	R	637	3.47 <u>3.02%</u>	2.29 <u>2.08%</u>	1.05 <u>0.92%</u>
416	North	1	R	628	3.43 <u>2.98%</u>	2.26 <u>2.05%</u>	1.03 <u>0.91%</u>
417	North	1	R	628	3.43 <u>2.98%</u>	2.26 <u>2.05%</u>	1.03 <u>0.91%</u>
418	North	1	R	628	3.43 <u>2.98%</u>	2.26 <u>2.05%</u>	1.03 <u>0.91%</u>
419	North	1	R	628	3.43 <u>2.98%</u>	2.26 <u>2.05%</u>	1.03 <u>0.91%</u>
420	North	1	R	628	3.43 <u>2.98%</u>	2.26 <u>2.05%</u>	1.03 <u>0.91%</u>
421	North	1	R	628	3.43 <u>2.98%</u>	2.26 <u>2.05%</u>	1.03 <u>0.91%</u>
422	North	1	R	628	3.43 <u>2.98%</u>	2.26 <u>2.05%</u>	1.03 <u>0.91%</u>
423	North	1	R	637	3.47 <u>3.02%</u>	2.29 <u>2.08%</u>	1.05 <u>0.92%</u>
601	South	3	R	699 <u>1000</u>			1.15 <u>1.44%</u>
602	South	3	R	702 <u>1013</u>			1.15 <u>1.46%</u>
603	South	3	R	702 <u>1014</u>			1.15 <u>1.47%</u>
604	South	3	R	702 <u>1013</u>			1.15 <u>1.46%</u>
605	South	3	R	702 <u>1013</u>			1.15 <u>1.46%</u>
606	South	3	R	1121 <u>1732</u>			1.84 <u>2.50%</u>
607	South	3	R	1204 <u>1832</u>			1.98 <u>2.65%</u>

Units	Building	Phase	Type of Unit: Commercial Live/Work Residential	Size of Each Unit (computed by square feet of floor space)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phase 1 is complete)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phases 1 and 2 are complete)	Undivided Interest in Common Areas and Facilities Allocated to Each Unit (when Phases 1, 2 and 3 are complete)
608	South	3	R	<del>1204</del> <u>1832</u>			<del>1.98</del> <u>2.65%</u>
609	South	3	R	<del>1121</del> <u>1732</u>			<del>1.84</del> <u>2.50%</u>
610	South	3	R	<del>702</del> <u>1013</u>			<del>1.15</del> <u>1.46%</u>
611	South	3	R	<del>702</del> <u>1013</u>			<del>1.15</del> <u>1.46%</u>
612	South	3	R	<del>702</del> <u>1014</u>			<del>1.15</del> <u>1.47%</u>
613	South	3	R	<del>702</del> <u>1013</u>			<del>1.15</del> <u>1.46%</u>
614	South	3	R	<del>699</del> <u>1000</u>			<del>1.15</del> <u>1.44%</u>
615	North	1	R	<del>705</del> <u>993</u>	<del>3.85</del> <u>4.71%</u>	<del>2.53</del> <u>3.25%</u>	<del>1.16</del> <u>1.43%</u>
616	North	1	R	<del>696</del> <u>1006</u>	<del>3.80</del> <u>4.77%</u>	<del>2.50</del> <u>3.29%</u>	<del>1.14</del> <u>1.45%</u>
617	North	1	R	<del>696</del> <u>1006</u>	<del>3.80</del> <u>4.77%</u>	<del>2.50</del> <u>3.29%</u>	<del>1.14</del> <u>1.45%</u>
618	North	1	R	<del>696</del> <u>1006</u>	<del>3.80</del> <u>4.77%</u>	<del>2.50</del> <u>3.29%</u>	<del>1.14</del> <u>1.45%</u>
619	North	1	R	<del>696</del> <u>1006</u>	<del>3.80</del> <u>4.77%</u>	<del>2.50</del> <u>3.29%</u>	<del>1.14</del> <u>1.45%</u>
620	North	1	R	<del>696</del> <u>1007</u>	<del>3.80</del> <u>4.78%</u>	<del>2.50</del> <u>3.30%</u>	<del>1.14</del> <u>1.45%</u>
621	North	1	R	<del>696</del> <u>1006</u>	<del>3.80</del> <u>4.77%</u>	<del>2.50</del> <u>3.29%</u>	<del>1.14</del> <u>1.45%</u>
622	North	1	R	<del>696</del> <u>1006</u>	<del>3.80</del> <u>4.77%</u>	<del>2.50</del> <u>3.29%</u>	<del>1.14</del> <u>1.45%</u>
623	North	1	R	<del>705</del> <u>993</u>	<del>3.85</del> <u>4.71%</u>	<del>2.53</del> <u>3.25%</u>	<del>1.16</del> <u>1.43%</u>
					100.000%	100.000%	100.000%
				<u>60,937</u>	<u>18,333</u>	<u>27,818</u>	<u>60,937</u>
Total Sq. Ft.				<u>69,254</u>	<u>21,080</u>	<u>30,565</u>	<u>69,254</u>