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Gary W. Ott  
Recorder, Salt Lake County, UT  
EQUITY TITLE  
BY: eCASH, DEPUTY - EF 8 P.

WHEN RECORDED, PLEASE RETURN TO:

Al Walburg  
5107 South 900 East, Suite 140  
Salt Lake City, Utah 84117

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF ASPEN PLAZA COMMERCIAL CONDOMINIUMS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ASPEN  
PLAZA COMMERCIAL CONDOMINIUMS (this "Amendment") is entered into as of the  
30<sup>th</sup> day of August, 2007, by ASPEN PLAZA, LTD., a Utah limited  
partnership (the "Declarant").

**RECITALS**

A. That certain real property located in the Salt Lake City, Salt Lake County, Utah, and more particularly described in Exhibit A attached hereto, is subject to that certain Declaration of Condominium of Aspen Plaza Commercial Condominiums, dated March 27, 2007 and recorded on April 6, 2007, in Book 9446 at Pages 9054-9121 of the Official Records of Salt Lake County, Utah (the "Declaration").

B. The Declarant, acting pursuant to the Declaration, desires to amend the Declaration to create certain limited common areas and to provide Declarant the right to create other limited common areas as more particularly set forth in this Amendment and to change certain other provisions thereof.

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 given them in the Declaration.

2. **LIMITED COMMON AREAS.**

2.1 The following shall be added to Article 1 of the Declaration as Section 1.30:

1.30 "Limited Common Area" shall mean those portions of the Common Areas designated in this Declaration as reserved for the exclusive use by the Owner or Owners of a certain Unit or Units.

28-05-377018

2.2 The last sentence of Section 4.4 is hereby deleted in its entirety and the following substituted therefor:

The Association shall have the right and obligation to maintain and repair all Common Areas (except Limited Common Areas) and all Building Exteriors.

2.3 The following sentence is added to the Declaration as the last sentence of Section 6.2(a):

Notwithstanding the foregoing, Limited Common Area shall be maintained by the Owner of the Unit to which it is appurtenant, in accordance with Section 6.4 hereof.

2.4 Section 6.2(b) is hereby deleted in its entirety and the following substituted therefor:

(b) Except as otherwise provided in Section 6.4 with respect to Limited Common Areas, no Owner shall have any obligation or right to maintain any portion of the Common Areas or the Building Exteriors.

2.5 The following provision is hereby added to the Declaration as Section 6.4:

6.4 Use and Maintenance of Limited Common Areas. Each Limited Common Area shall be maintained by the Owner of the Unit to which it is appurtenant. The furnishings installed on any Limited Common Area shall be of a quality and type consistent with the character and nature of the Project and shall be subject to the Association's approval of plans therefor (such approval not to be unreasonably conditioned, withheld or delayed). Use of a Limited Common Area shall be restricted to the normal business hours of the business operated in the Unit to which such Limited Common Area is appurtenant. Each Limited Common Area shall have barriers and/or fencing which restrict ingress and egress. Each Limited Common Area and the furnishings thereon shall be maintained in a manner consistent with the maintenance standards of the other Common Areas in the Project. Additionally, such Limited Common Area shall, at all times, comply with all applicable codes and regulations. The failure by an Owner to maintain Limited Common Area appurtenant to such Owner's Unit shall be a default hereunder, and the Association may cure such failure and assess the costs thereof to such Owner as a Default Assessment.

2.6 The following sentence is added to the Declaration as the last sentence of Section 7.2:

Notwithstanding the foregoing, a Limited Common Area may be used by the Owner of the Unit to which such Limited Common Area is appurtenant for the purposes specified by Declarant in the document designating such Limited Common Area.

2.7 The following provisions are hereby added to the Declaration as Section 4.11:

4.11 Designation of Limited Common Areas.

(a) Declarant hereby designates an area containing 1,365 square feet, located outside the front entrance of Unit 887E (in a location to be shown on the final Map to be recorded after the reconfiguration of all the Units) as a Limited Common Area appurtenant to and for the exclusive use of the Owner of Unit 887E. Such Limited Common Area may be used for outdoor seating (including awnings and other furnishings incident thereto), and shall not be used for any other purpose without the prior written consent of the Association.

(b) Declarant hereby designates an area containing 450 square feet, located outside the front entrance of Unit 873E (in a location to be shown on the final Map to be recorded after the reconfiguration of all the Units) as a Limited Common Area appurtenant to and for the exclusive use of the Owner of Unit 873E. Such Limited Common Area may be used for outdoor seating (including awnings and other furnishings incident thereto), and shall not be used for any other purpose without the prior written consent of the Association.

2.8 The following shall be added to Article 17 of the Declaration as Section 17.4:

17.4 Right to Create Limited Common Areas. At any time and from time to time during the Declarant Control Period, Declarant shall have the right to create Limited Common Areas the exclusive use of which shall be appurtenant to a specific Unit or Units; provided, however, that the creation of such Limited Common Areas shall not cause the Project to violate parking requirements under applicable law.

3. **USE RESTRICTIONS.** Section 7.1(b)(ii) is hereby deleted in its entirety.

4. **MISCELLANEOUS PROVISIONS.**

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

4.2 **Non-Impairment.** Except as expressly provided herein, nothing in this Amendment shall alter or affect any provision, condition, or covenant contained in the Condominium Declaration 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 Condominium Declaration shall remain in full force and effect.

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

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

803121.1

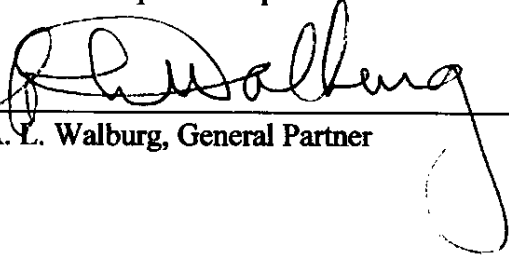
**4.5 Declarant's Right to Amend.** Declarant certifies that it owns more than 67% of the Undivided interests in the Common Areas and therefore has the right under the Declaration to amend the Declaration without the consent of any other person or entity.

*[Signature Page to Follow]*

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

ASPEN PLAZA, LTD.,  
a Utah limited partnership

By

  
A. L. Walburg, General Partner

[ATTACH ACKNOWLEDGMENT FORM]

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Contra Costa

On August 30, 2007 before me, Linda Heasell, notary public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared A. L. Walburg

Name(s) of Signer(s)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda Heasell

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: First Amendment to Declaration of Condominium of Aspen Plaza Commercial Condominiums

Document Date: August 30, 2007 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

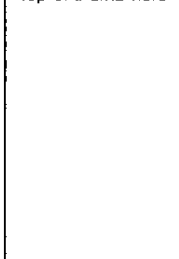
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
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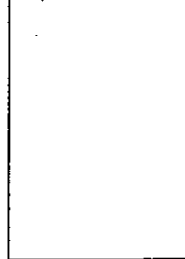


EXHIBIT A  
to  
**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF ASPEN PLAZA COMMERCIAL CONDOMINIUMS**

Legal Description

That certain property located in Salt Lake County, State of Utah, and more particularly described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF 9400 SOUTH STREET. SAID POINT BEING SOUTH 89°12'10" EAST 1520.0 FEET AND NORTH 00°07'00" EAST 53.0 FEET FROM THE SALT LAKE COUNTY MONUMENT IN THE INTERSECTION OF 9400 SOUTH STREET AND 700 EAST STREET. (SAID MONUMENT SOMETIMES BEING REFERRED TO AS THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN) ACCORDING TO THE SALT LAKE COUNTY AREA REFERENCE PLAT ON FILE IN THE SALT LAKE COUNTY SURVEYORS OFFICE, AND RUNNING THENCE NORTH 00°07'00" EAST 212.00 FEET; THENCE NORTH 89°12'10" WEST 200.00 FEET; THENCE NORTH 00°07'00" EAST 477.50 FEET TO THE SOUTHWEST CORNER OF LOT 101, PEBBLE GLEN NO. 1 SUBDIVISION; THENCE SOUTH 89°12'10" EAST 278.07 FEET ALONG THE SOUTH LINE TO AN INTERIOR CORNER OF SAID SUBDIVISION, BEING ON THE WEST LINE OF A 33.0 FOOT CANAL RIGHT-OF-WAY; THENCE SOUTHEASTERLY 79.52 FEET ALONG THE ARC OF A 173.74 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 89°26'16" EAST AND LONG CHORD BEARS SOUTH 13°40'27" EAST 78.83 FEET) ALONG THE WEST LINE OF SAID CANAL RIGHT-OF-WAY; THENCE SOUTH 26°47'09" EAST 182.15 FEET ALONG THE WEST LINE OF SAID CANAL RIGHT-OF-WAY; THENCE SOUTHEASTERLY 123.75 FEET ALONG THE ARC OF A 260.45 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 63°12'51" WEST 332.72 FEET AND LONG CHORD BEARS SOUTH 13°10'27" EAST 122.59 FEET) ALONG THE WEST LINE OF SAID CANAL RIGHT-OF-WAY; THENCE SOUTH 00°26'16" WEST 332.72 FEET ALONG THE WEST LINE OF SAID CANAL RIGHT-OF-WAY TO THE NORTH LINE OF 9400 SOUTH STREET; THENCE NORTH 89°12'10" WEST 205.61 FEET ALONG THE NORTH LINE OF 9400 SOUTH STREET TO THE POINT OF BEGINNING.

CONTAINS 4.971 ACRES.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY AS CREATED BY THAT CERTAIN CROSS EASEMENT AGREEMENT DATED MAY 19, 1984, RECORDED MAY 11, 1984 AS ENTRY NO. 3940400 IN BOOK 5554 AT PAGE 2912 OF THE OFFICIAL RECORDS, BETWEEN ALVIN E. MALSTROM, TRUSTEE, PRICE DEVELOPMENT COMPANY, A UTAH CORPORATION AND THE LORAN CORPORATION, A CALIFORNIA CORPORATION:

BEGINNING AT A POINT ON THE NORTH LINE OF 9400 SOUTH STREET, SAID POINT BEING SOUTH 89°12'10" EAST 1320.00 FEET AND NORTH 00°07'00" EAST 33.00 FEET FROM THE SURVEY MONUMENT AT THE INTERSECTION OF 9400 SOUTH STREET AND 700 EAST STREET, SAID MONUMENT BEING THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°12'10" WEST ALONG THE SAID NORTH LINE OF 9400 SOUTH STREET 608.43 FEET; THENCE NORTH 00°47'50" EAST 376.45 FEET; THENCE SOUTH 89°12'10" EAST 74.50 FEET; THENCE NORTH 00°47'50" EAST 283.00 FEET; THENCE NORTH 89°12'10" WEST 74.50 FEET; THENCE NORTH 00°47'50" EAST 50.00 FEET; THENCE SOUTH 89°12'10" EAST 600.00 FEET TO THE SOUTHWEST CORNER OF LOT 101, PEBBLE GLEN NO. 1 SUBDIVISION; THENCE SOUTH 00°07'00" WEST 709.50 FEET TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH A NON-EXCLUSIVE EASEMENT OVER THE FOLLOWING DESCRIBED PROPERTY AS CREATED BY THAT CERTAIN CROSS EASEMENT AGREEMENT DATED MAY 10, 1984, RECORDED MAY 11, 1984 AS ENTRY NO. 3940399 IN BOOK 5554 AT PAGE 2901 OF THE OFFICIAL RECORDS, BETWEEN LORAN CORPORATION AND MOUNTAINWEST SAVINGS:

BEGINNING 1320.00 FEET EAST FROM THE SOUTHWEST CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°07'00" EAST 265.00 FEET; THENCE SOUTH 89°12'10" EAST 200.00 FEET; THENCE SOUTH 00°07'00" WEST 265.00 FEET; THENCE NORTH 89°12'10" WEST 200.00 FEET TO THE POINT OF BEGINNING.