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 5/20/2011 12:26:00 PM \$59.00  
 Book - 9925 Pg - 6638-6643  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 EQUITY TITLE  
 BY: eCASH, DEPUTY - EF 6 P.

When recorded, return to:  
 Paul M. King  
 HOOLE & KING, L.C.  
 4276 Highland Drive  
 Salt Lake City, Utah 84124

FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF  
 CONDOMINIUM FOR 35 WEST BROADWAY CONDOMINIUMS

This First Amendment to the Amended and Restated Declaration of Condominium for 35 West Broadway Condominiums ("First Amendment"), effective as of the 12th day of May, 2011 ("Effective Date"), is made by Sterling Partners, L.L.C., a Utah limited liability company ("Declarant").

RECITALS

WHEREAS, the Amended and Restated Declaration Of Condominium for 35 West Broadway Condominiums ("Amended Declaration") was recorded on September 23, 2008 as Entry 10526034 in Book 9644, Pages 8749-8800, in the official records of the Salt Lake County Recorder; and

WHEREAS, the Declarant desires to amend the Amended Declaration as set forth below; and

WHEREAS, this First Amendment has been properly approved by the requisite number of votes allocated to the Units of 35 West Broadway Condominiums;

NOW THEREFORE, in consideration of the covenants and agreements contained herein and in the Amended Declaration, the Amended Declaration is amended follows:

1. This First Amendment incorporates by reference the Amended Declaration as if herein set forth in its entirety.
2. All capitalized terms herein shall have the same meaning as capitalized terms defined in the Amended Declaration.
3. This First Amendment has been approved in writing by the proper number of

votes allocated to the Units as required by Section 17 of the Amended Declaration and by the Utah Condominium Ownership Act, Utah Code Ann. § 57-8-1 et seq.

4. Effective as of the Effective Date, Section 11.18(b) of the Amended Declaration is amended and restated in its entirety, to be and state as follows:

(b) Each Residential Owner may keep up to two domestic cats or dogs (or one of each, no more than two total domestic animals of either type), in its Unit, so long as (i) no more than two such domestic animals are kept in a Unit at any time, regardless of the number of Owners or Guests residing in the Unit; (ii) the Residential Owner abides by the Rules and Regulations pertaining to the maintenance and care of pets; and (iii) the dogs or cats do not have a propensity for violence. No pet enclosure may be placed or maintained on the Common Areas, nor may any pet be tied to any structure outside of a Unit. Dogs outside of a Unit must be on a leash at all times. No pet will be allowed to defecate or urinate on the Common Areas, and the owner of the offending pet will immediately remove any feces or urine left on the Common Areas by the owner's pet. If any Residential Owner (or its Guest) fails to abide by the Rules and Regulations or covenants applicable to the keeping of pets, the Management Committee may bar the Residential Owner's (or its Guest's) pet from using or traveling on the Common Areas and may impose a fine for such violation. If any pet endangers the health of any Owner or creates a nuisance, as reasonably determined by the Management Committee, the offending pet must be removed from the Project within seven days after the Management Committee delivers written notice to the Owner.

5. The legal description of the Units in 35 West Broadway Condominiums, intended to be all of the Units in said condominium project, to be affected hereby, is attached hereto as Exhibit "A" and incorporated herein by this reference.

6. Except as specifically set forth herein, the terms of the Amended Declaration shall remain unchanged.

[signatures follow on succeeding page, remainder of page left blank]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment to the Amended Declaration.

DECLARANT:


Sterling Partners, L.L.C.

By:   
Brad Andrus

Its: Manager

ATTEST:

By signature below, the Secretary of the 35 West Broadway Condominium Association, Inc., a Utah non-profit corporation (the "Association"), attests on behalf of the Association that the Amendment set forth above was approved by more than 67% of the votes allocated to the Units in the Project.

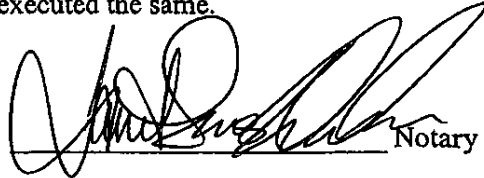
  
Secretary  
35 West Broadway Condominium Association, Inc.

State of Utah            )  
                                  §  
County of Salt Lake    )

On this 19<sup>th</sup> day of May, 2011, before me personally appeared Brad Andrus, personally known or satisfactorily proved to me on the basis of satisfactory evidence, and who by me duly sworn or affirmed, did say that he is a Manager of Sterling Partners, L.L.C., and that said document was signed by him/her on behalf of said entity by authority of its Operating Agreement, and

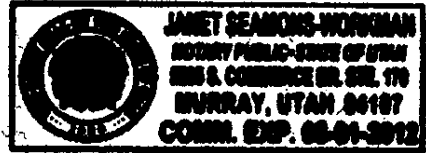
acknowledged to me that said entity executed the same.

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Notary Public


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State of Utah )  
                  ) §  
County of Salt Lake )

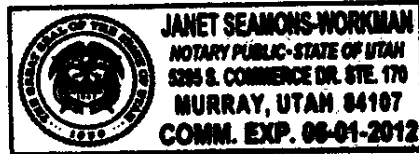


On this 19<sup>th</sup> day of May, 2011, before me personally appeared Brad Andrus, personally known or satisfactorily proved to me on the basis of satisfactory evidence, and who by me duly sworn or affirmed, did say that s/he is the Secretary of 35 West Broadway Condominium Association, Inc., a Utah nonprofit corporation, and that said document was signed by him/her on behalf of said entity by authority of its Bylaws, and acknowledged to me that said entity executed the same.

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Notary Public

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**Exhibit "A"****Units, Square Footage, Interests in Common Areas**

Unit No.	Legal Square Footage	Interest in Common Areas	Usable Square Footage	Salable Square Footage
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**Retail Units**

101	518	1.35%	577	704
102	1,430	3.73%	1,566	1,910
200	1,041	2.72%	1,127	1,374

**Office Units**

103	1,020	2.66%	1,160	1,415
104	1,150	3.00%	1,250	1,524
105	927	2.42%	1,030	1,256
201	504	1.31%	609	743
201A	267	0.70%	323	394
202	825	2.15%	981	1,196
203	965	2.52%	1,033	1,260
204	1,211	3.16%	1,320	1,610
205	1,434	3.74%	1,692	2,063
301	2,265	5.91%	2,521	3,074
302	2,008	5.24%	2,102	2,563
303	1,520	3.97%	1,629	1,987
304	1,419	3.70%	1,683	2,052

**Residential Units**

401	2,198	5.73%	2,485	3,030
402	1,512	3.94%	1,603	1,955

*Exhibit "A" to First Amendment to the Amended And Restated Declaration of Condominium  
For 35 West Broadway Condominiums*

**Exhibit "A"****Units, Square Footage, Interests in Common Areas**

Unit No.	Legal Square Footage	Interest in Common Areas	Usable Square Footage	Salable Square Footage
403	1,685	4.40%	1,779	2,170
404	2,529	6.60%	2,679	3,267
501	2,136	5.57%	2,424	2,956
502	1,540	4.02%	1,664	2,029
503	2,064	5.38%	2,161	2,635
504	1,877	4.90%	2,158	2,632

**Storage Units**

S-1	259	0.68%	N/A	N/A
S-2	226	0.59%	N/A	N/A
S-3	322	0.84%	N/A	N/A
S-4	322	0.84%	N/A	N/A
S-5	322	0.84%	N/A	N/A
S-6	350	0.91%	N/A	N/A
S-7	177	0.46%	N/A	N/A
S-8	328	0.86%	N/A	N/A
S-9	358	0.93%	N/A	N/A
S-10	259	0.68%	N/A	N/A
S-11	274	0.71%	N/A	N/A
S-12	274	0.71%	N/A	N/A
S-13	274	0.71%	N/A	N/A
S-14	274	0.71%	N/A	N/A
S-15	274	0.71%	N/A	N/A

**Total**                      **38,338**                      **100.00%**

*Exhibit "A" to First Amendment to the Amended And Restated Declaration of Condominium  
For 35 West Broadway Condominiums*