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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
GARDINER PROP 1100 E LLC
1075 E 2100 S
ATTN: MR JOHN A GARDINER
SLC UT 84106
BY: JCR, DEPUTY - WI 5 P.

6/9
WHEN RECORDED, RETURN TO:

Gardiner Properties 1100 East, LLC
1075 East 2100 South
Salt Lake City, Utah 84106
Attention: Mr. John A. Gardiner

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE
URBANA ON 11TH CONDOMINIUMS**

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE URBANA ON 11TH CONDOMINIUMS (this "Second Amendment") is made and entered into as of the 22nd day of June, 2011, by GARDINER PROPERTIES 1100 EAST, LLC, a Utah limited liability company ("Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions of the Urban on 11th Condominiums, dated as of December 21, 2009, recorded in the Salt Lake County Recorder's Office on December 22, 2009, as Entry No. 10864425, Book 9790, Pages 7787-7854, as amended by that certain First Amendment dated as of April 15, 2010 (as amended, the "Declaration"), pertaining to a condominium project known as the "Urbana on 11th Condominiums" (the "Project") to be constructed on certain real property owned by Declarant and situated in Salt Lake City, Salt Lake County, Utah, as more particularly described in attached Exhibit A, all in accordance with the terms and conditions of the Declaration;

WHEREAS, capitalized terms used, but not otherwise defined, in this Second Amendment, shall have the meanings set forth for such terms in the Declaration;

WHEREAS, as of the date of this Second Amendment, Declarant is the owner of 22 of the 30 "Units" in the Project and approximately 73.3% of the "Total Votes of the Association" (as such terms are defined in the Declaration);

WHEREAS, Declarant now desires to amend the Declaration to modify certain sign restrictions for the Live/Work Unit(s) located within the Project, as more particularly set forth below; and

WHEREAS, Subsection 16(f) of the Declaration provides that any amendment to the Declaration must be evidenced by a written instrument containing the consent of "Owners" (as defined in the Declaration) holding at least 67% of the Total Votes of the Association.

NOW, THEREFORE, to these ends and in consideration of the covenants contained herein and in the Declaration, Declarant hereby declares as follows:

1. The first paragraph of Subsection 6(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

(c) Restrictions on Signs. Subject to the provisions of this subsection 6(c) below relating to commercial signage for Live/Work Units, and except as provided in Utah Code Ann., § 57-24-101, et seq, none of the following may be erected, displayed or maintained on any part of the Project by any Owner (or otherwise) without the prior inspection and written approval of the

Board of Directors, except as may be necessary temporarily to caution or warn of danger: (i) pennant signs, flags or banners; (ii) neon or lit signs advertising any brand or product; (iii) mobile or portable signs other than A-frame style sidewalk signs; (iv) signs advertising the sale of any Unit; (v) LED display signs; (vi) corrugated plastic signs; (vii) any sign placed above the ground story level, and (viii) any other signs, flags, or advertising devices of any nature, including without limitation, commercial, political, informational, or directional signs or devices. If the Board of Directors consents to the erection of any such signs or devices, the same shall be removed promptly at the request of the Board of Directors. Live/Work Units shall be subject to the following additional provisions relating to commercial signage, which may be adjusted from time to time by the Board of Directors in its reasonable discretion:

2. Subsection 6(c)(2) is hereby deleted in its entirety and replaced with the following:

(2) Subject to such exceptions as the Board of Directors may approve in its reasonable discretion: (A) Commercial Signs placed in any window may generally only state the name and/or nature of the business conducted in the commercial space of the applicable Live/Work Unit, (B) only two such signs per Live/Work Unit may be lit by neon or other light source, (C) lit signs may only (i) state the name of the business and/or whether the business occupying the commercial space of such Live/Work Unit is open, and (ii) remain lit during the normal hours of business conducted in that Live/Work Unit.

3. Subsection 6(c)(5) is hereby deleted in its entirety and shall be of no further force or effect.

4. This Second Amendment shall be governed by, and construed in accordance with, the laws of the State of Utah. The recitals stated above shall be and hereby are incorporated in and made an integral part of this Second Amendment by this reference. Except as specifically modified by this Second Amendment, all of the remaining terms and conditions set forth in the Declaration shall remain unchanged and in full force and effect.

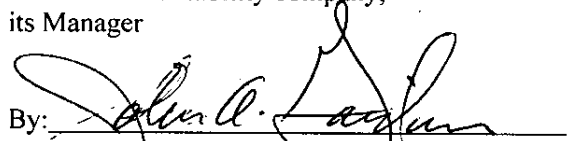
[signature and acknowledgment on following page]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to be effective as of the day and year first above written.

DECLARANT:

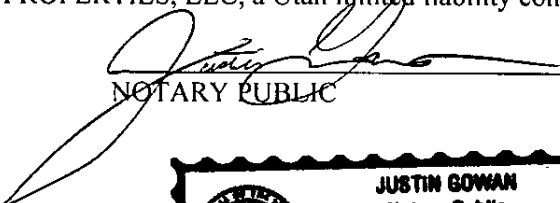
GARDINER PROPERTIES 1100 EAST, LLC,
a Utah limited liability company

By: Gardiner Properties, LLC,
a Utah limited liability company,
its Manager

By: 
John A. Gardiner, Manager

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

The foregoing instrument was acknowledged before me this 22ND day of June, 2011, by John A. Gardiner, the Manager of GARDINER PROPERTIES, LLC, a Utah limited liability company.


NOTARY PUBLIC

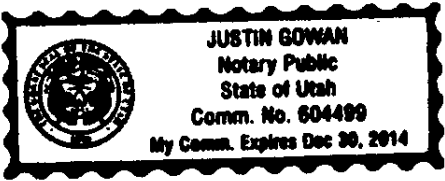


EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

That certain real property located in Salt Lake County, Utah, described as follows:

PARCEL 1:

A parcel of land, part of Lot 20, Block 1, Five Acre Plat "A," Big Field Survey located in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point, which is 27.06 feet South 00°04'07" West from the Northeast corner of said Lot 20 and running thence South 00°04'07" West 63.50 feet; thence North 89°55'47" West 143.07 feet; thence North 05°04'09" East 82.38 feet; thence North 89°25'18" East 44.99 feet; thence South 00°00'20" East 19.19 feet; thence East 90.88 feet to the POINT OF BEGINNING.

Containing 9,765 square feet or 0.22 acres.

PARCEL 2:

A parcel of land located in the Southeast Quarter of Section 17, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

BEGINNING at a point, which is South 05°03'51" West 12.05 feet from the Southeast corner of Lot 4, Block 4, Evergreen Park Subdivision and running thence South 89°55'47" East 30.01 feet; thence South 05°04'09" West 60.50 feet; thence North 89°55'47" West 42.16 feet; thence North 05°03'30" East 17.92 feet to the Southeast corner of Lot 5, Block 4, Evergreen Park subdivision as recorded in the Office of the Salt Lake County Recorder; thence North 00°26'29" East 5.31 feet; thence South 89°33'31" East 2.74 feet; thence North 00°26'29" East 21.33 feet; thence North 89°33'31" West 0.59 feet; thence North 05°03'30" East 21.93 feet; thence South 89°55'18" East 12.17 feet; thence South 05°03'51" West 6.08 feet to the POINT OF BEGINNING.

Contains 2,585 square feet or 0.06 acres.

[Tax Parcel Numbers on following page]

Unit	Tax Parcel No.
101	16-17-458-001-0000
201	16-17-458-002-0000
202	16-17-458-003-0000
203	16-17-458-004-0000
204	16-17-458-005-0000
205	16-17-458-006-0000
206	16-17-458-007-0000
207	16-17-458-008-0000
208	16-17-458-009-0000
209	16-17-458-010-0000
301	16-17-458-011-0000
302	16-17-458-012-0000
303	16-17-458-013-0000
304	16-17-458-014-0000
305	16-17-458-015-0000
307	16-17-458-016-0000
308	16-17-458-017-0000
309	16-17-458-018-0000
401	16-17-458-019-0000
402	16-17-458-020-0000
403	16-17-458-021-0000
404	16-17-458-022-0000
405	16-17-458-023-0000
406	16-17-458-024-0000
501	16-17-458-025-0000
502	16-17-458-026-0000
503	16-17-458-027-0000
504	16-17-458-028-0000
505	16-17-458-029-0000
506	16-17-458-030-0000
Area	16-17-458-031-0000