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Bonneville Realty Management
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Salt Lake City, Utah 84171
Attention: Jared V. Smart

12415426
11/17/2016 3:41:00 PM \$22.00
Book - 10501 Pg - 2822-2827
Gary W. Ott
Recorder, Salt Lake County, UT
RAY QUINNEY & NEBEKER
BY: eCASH, DEPUTY - EF 6 P.

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

THIS CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF ASPEN PLAZA COMMERCIAL CONDOMINIUMS ("First Amendment") is made and entered into as of the 1st day of November, 2016, by Aspen Plaza Commercial Condominium Owners Association, Inc., a Utah nonprofit corporation (the "Association").

Recitals

A. The Aspen Plaza Commercial Condominiums (the "Project") comprises the real property located in Salt Lake County, Utah, described with particularity on Exhibit A, attached hereto.

B. The Declaration of Condominium of Aspen Plaza Commercial Condominiums (the "Declaration") dated March 27, 2007 and recorded April 6, 2007, as Entry No. 10059466 at Book 9446, Page 9054 et seq., in the office of the Salt Lake County Recorder. Each capitalized term used in this First Amendment shall have the same meaning as is ascribed to such capitalized term in the Declaration, unless otherwise provided for herein.

C. This First Amendment has been adopted by the Board of Directors of the Association (the "Board") and the Owners of the Association (the "Owners") pursuant to authority reserved by Sections 9.7 and 18.4 of the Declaration and Sections 8 and 9.8 of the Bylaws of the Association, adopted on March 27, 2007 and recorded as Exhibit C to the Declaration (the "Bylaws").

Amendment

NOW, THEREFORE, the Declarant hereby declares, certifies, covenants and agrees as follows:

1. Section 7.10 ("Leases") of the Declaration is hereby amended by adding the following subparagraph (d):

(d) On and after the date of this First Amendment, no Owner's tenant, subtenant or licensee shall operate any business from the Owner's Unit in a manner that is substantially similar to the existing use of any other Unit in the Project without the prior written approval of either the Board or the Owner of the other Unit with the substantially similar use. For the limited purpose of confirming compliance with the preceding sentence, to the fullest extent permitted by law, each Owner shall obtain approval from the Board in connection with any new lease, sublease or license.

2. Section 10.6 ("Default Assessment") of the Declaration is hereby deleted in its entirety and replaced with the following:

10.6 Default Assessment. If any Common Expense is caused by the negligence or misconduct of an Owner or an Owner's Invitee, or if an Owner or an Owner's Invitee violates any covenant or condition of any of the Governing Documents or any rule or regulation established by the Board, the Association may levy an Assessment against such Owner's Unit. The Board may establish a schedule that sets forth the amounts of Assessments for such violations. Each such Assessment, fine, penalty, fee or other charge imposed upon an Owner's Unit for such violations is referred to as a "Default Assessment." In the event an Owner or Owner's Invitee's negligence, misconduct or violation described above is not listed on the schedule of Assessment amounts established by the Board, the Board in its sole discretion may impose an Assessment against the Owner's Unit in an amount it deems appropriate under the circumstances or as set forth in Section 16.3(b)(ii).

3. Section 16.3 ("Enforcement and Remedies") of the Declaration is hereby amended by renumbering subparagraph (b)(iii) as (b)(iv) and inserting the following as subparagraph (b)(iii):

(iii) Pursuant to Utah Code Ann. § 57-8-53:

(a) The Board may require a tenant under a lease with an Owner to pay the Association all future lease payments due to the Owner:

(i) if the Owner fails to pay an Assessment for a period of more than 60 days after the Assessment is due and payable;

(ii) beginning with the next monthly or periodic payment due from the tenant; and

(iii) until the Association is paid the amount owing.

(b) Before requiring a tenant to pay lease payments to the Association, the Board shall give the Owner notice of the Default Assessment. The notice shall state:

(i) the amount of the Assessment due, including any interest, late fees, collection costs, and attorney fees;

(ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and to be paid through the collection of lease payments; and

(iii) that the Association intends to demand payment of future lease payments from the Owner's Tenant if the Owner does not pay the amount owing within 15 days.

If the Owner fails to pay the amount owing within 15 days after the Board gives notice to the Owner, the Board may exercise the rights of the Association set forth in (a) (i)–(iii) above by delivering notice to the tenant.

(c) Notice to the tenant shall state that:

(i) Due to the Owner's failure to pay an Assessment within the required time, the Board has notified the Owner of the Board's decision to collect all lease payments until the amount owing is paid;

(ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and

(iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Owner.

The Board shall mail a copy of the notice to the Owner.

(d) An Owner shall credit each payment that the tenant makes to the Association under this section against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner; and may not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to the Association as required under this section.

(e) Within five business days after the amount owing is paid, the Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The Board shall mail a copy of this notification to the Owner.

(f) The Association shall deposit money paid to the Association under this section in a separate account and disburse that money to the Association until:

(i) the amount owing is paid; and

(ii) the cost of administration, not to exceed \$25, is paid.

The Association shall, within five business days after the amount owing is paid, pay to the Owner any remaining balance.

4. No Further Amendment. To the extent the terms of this First Amendment modify or conflict with any provisions of the Declaration, the terms of this First Amendment shall control. All other terms of the Declaration not modified by this First Amendment shall remain the same.

[Signatures on following pages]

EXHIBIT A
Legal Description

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

BEGINNING AT A POINT ON THE NORTH LINE OF 9400 SOUTH STREET, SAID POINT BEING SOUTH 89°12'10" EAST 1320.0 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.