

When Recorded, Mail to:
Terraces of Holladay, LLC
4685 South Highland Drive, Suite 201
Holladay UT 84117

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ADAM GARDINER
Recorder, Salt Lake County, UT
SHUMWAY VAN & HANSEN
BY: eCASH, DEPUTY - EF 5 P.

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AMENDMENT NO. 2
TO DECLARATION OF CONDOMINIUM FOR THE TERRACES AT HOLLADAY
CONDOMINIUMS

THIS AMENDMENT NO. 1 TO THE DECLARATION OF CONDOMINIUM FOR THE TERRACES AT HOLLADAY CONDOMINIUMS (this "**Amendment**") is made and executed as of October 25, 2018 by TERRACES OF HOLLADAY, LLC, a Utah limited liability company, as "**Declarant**" of The Terraces at Holladay Condominium Association, Inc., a Utah non-profit corporation.

RECITALS:

A. Declarant has previously established the Declaration of Condominium for the Terraces at Holladay Condominiums, recorded May 17, 2017, as Entry No. 12536864, in Book No. 10558, beginning at Page 3520 (the "**Declaration**"), to govern the residential aspects of the residential condominium community commonly known as "The Terraces" located in Holladay, Utah. Amendment No. 1 to the Declaration was recorded April 11, 2018, as Entry No. 12750883, in Book No. 10663, beginning at Page 8218. Capitalized terms not otherwise defined herein shall have the meaning given them in the Declaration.

B. In an effort to facilitate the continuing orderly development of The Terraces, the need has arisen to amend certain provisions of the Declaration related to, among other things, certain typographical errors in the Declaration, reserved rights to the Declarant, or to conform the Declaration to current law.

C. From and after the recording of this Amendment, the Declaration shall remain in full force and effect with respect to the property described in the attached Exhibit A.

D. Pursuant to Section 23.7 of the Declaration, Declarant has the right to unilaterally amend the Declaration, Bylaws and Rules for any purpose during the "Control Period" (as defined in the Declaration). Accordingly, Declarant desires to amend the Declaration as set forth herein.

NOW, THEREFORE, Declarant hereby declares as follows:

1. TYPOGRAPHICAL REVISIONS TO NOTICE OF DECLARANT'S RIGHTS. The title page of the Declaration is amended by revising the notice of Declarant rights as follows:

THIS DECLARATION INCLUDES IMPORTANT SPECIAL DECLARANT RIGHTS IN SECTION 23 AND IMPORTANT CONFLICT AND LITIGATION AVOIDANCE AND RESOLUTION PROVISIONS, MEDIATION AND ARBITRATION REQUIREMENTS, AND WARRANTY LIMITATIONS AND DISCLAIMERS IN SECTION 24.

2. TYPOGRAPHICAL REVISIONS OF ARTICLE 1: DEFINITIONS. Section 1.6 of the Declaration is amended to read as follows:

"Bylaws" shall mean the bylaws of the Association attached as Exhibit C, and all amendments and supplements thereto. No amendments to the Bylaws shall be effective until it is recorded.

Section 1.7(e) of the Declaration is amended to read as follows:

The lobby, library, arts and crafts room, meeting room, swimming pool and television room, if any;

3. TYPOGRAPHICAL REVISIONS OF ARTICLE 4: MAINTENANCE, REMODELING, AND UTILITIES. Section 4.2(a)(8) of the Declaration is amended as follows:

the swimming pool, if any, and all similar amenities not located within a Unit;

4. TYPOGRAPHICAL REVISIONS OF ARTICLE 10: ACCESS CODES. Section 10.2 of the Declaration is amended to include the word "Condominium" before each use of the word "Project".

5. REVISIONS TO CONFORM TO CURRENT LAW AND LENGTH OF INITIAL TERM OF LEASE IN ARTICLE 20: LEASING AND NON-OWNER OCCUPANCY. Section 20.4(c) is amended to read as follows:

A Unit Owner whose employer has relocated the Unit Owner for two (2) years or less

Section 20.4 is further amended to insert the following as subsection (d), and the current subsection (d) to be amended as subsection (e):

(d) a unit owned by an entity that is occupied by an individual who: (1) has voting rights under the entity's organizing documents; and (2) has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or

Section 20.7(a) is amended as follows:

Any lease or agreement for Non-Owner Occupancy must be in writing, must be for an initial term of at least six (6) months, and shall provide as a term of the agreement that the resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement.

The remaining portions of Section 20.7(a) remain unchanged.

Section 20.7(c) is amended as follows:

No Owner shall lease his Unit for transient, hotel, seasonal, rental pool or corporate/exclusive use purposes (whether for pay or not), which shall be deemed to be any rental with an initial term of less than six (6) months."

The remaining portions of Section 20.7(c) remain unchanged.

6. TYPOGRAPHICAL REVISIONS OF ARTICLE 23: DECLARANTS RIGHTS. Section 23.1 of the Declaration is amended to read as follows:

Special Declarant Rights. Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have the rights provided for in this Article 23. If any other article in this Declaration contains the words "notwithstanding anything to the contrary," or words of similar import, they shall all, nonetheless, be subject to the terms in this Article 23.

7. Reservation of Rights by Declarant: Declarants Rights. Section 23.12 of the Declaration, commencing after the line of the first sentence ". . . Limited Common Areas as the Declarant may desire." is amended to read as follows:

Whether during the Control Period, or after the Control Period, the Declarant shall have the right to maintain one (1) or more sales offices and model Units.

The remaining portions of Section 23.12 remain unchanged.

The Declaration, as amended by this and other amendments, shall continue in full force and effect. Any reference to the Declaration in any document shall include this Amendment.

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

TERRACES OF HOLLADAY LLC
a Utah limited liability company

By: 
Mason Dutton, Director

STATE OF UTAH) ss:
COUNTY OF SALT LAKE)

On the 25 day of OCT in the year 2018, before me, the undersigned, personally appeared Mason Dutton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, or the persons upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the State of Utah, County of Salt Lake.

WITNESS my hand and official seal:

(SEAL)  Notary Public
REBECCA T. TOLMAN
Commission #689309
My Commission Expires
February 2, 2020
State of Utah


Notary Public

My commission expires: 2/2/2020

EXHIBIT A: LEGAL DESCRIPTION

That certain real property located in the City of Holladay, County of Salt Lake, State of Utah, being more particularly described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, PHYLDEN SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, LOCATED NO°52'00"E ALONG THE MONUMENT LINE 389.48 FEET AND EAST 223.78 FEET FROM A FOUND MONUMENT AT THE INTERSECTION OF HOLLADAY BOULEVARD AND 2300 EAST, SAID MONUMENT IS ALSO LOCATED NO°32'32"E ALONG THE ¼ SECTION LINE 371.03 FEET AND WEST 8.40 FEET FROM THE SOUTH ¼ CORNER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 1 EAST, S.L.B.& M.; THENCE ALONG SAID LOT 2 AND LOT 3 THE FOLLOWING 5 (FIVE) COURSES AND DISTANCES: N65°00'00"E 29.93 FEET; THENCE ALONG THE ARC OF A 975.00 FOOT RADIUS CURVE TO THE RIGHT 34.03 FEET THROUGH A CENTRAL ANGLE OF 2°00'00" (CHORD: N66°00'00"E 34.03 FEET); THENCE N67°00'00"E 87.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S23°00'00"E 130.06 FEET; THENCE N66°27'00"E 69.80 FEET TO THE NORTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 10510 PAGE 6744 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY; THENCE S25°20'00"E 258.58 FEET; THENCE S65°43'30"W 148.15 FEET PARALLEL WITH, AND 33.00 FEET NORTHWESTERLY OF THE CENTERLINE OF MURRAY HOLLADAY ROAD TO THE WEST LINE OF SAID DEED; THENCE N25°10'00"W ALONG SAID DEED 260.43 FEET TO THE SOUTH LINE OF SAID LOT 2, PHYLDEN SUBDIVISION; THENCE ALONG SAID LOT THE FOLLOWING 2 (TWO) COURSES AND DISTANCES: S66°27'00"W 68.77 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N25°00'00"W 129.91 FEET TO THE POINT OF BEGINNING. CONTAINS: 1.33+/- ACRES

Tax ID Numbers: 22-03-458-001-0000; 22-03-458-002-0000; 22-03-458-003-0000; 22-03-458-004-0000; 22-03-458-005-0000; 22-03-458-006-0000; 22-03-458-007-0000; 22-03-458-008-0000; 22-03-458-009-0000; 22-03-458-010-0000; 22-03-458-011-0000; 22-03-458-012-0000; 22-03-458-013-0000; 22-03-458-014-0000; 22-03-458-015-0000; 22-03-458-016-0000; 22-03-458-017-0000; 22-03-458-018-0000; 22-03-458-019-0000; 22-03-458-020-0000; 22-03-458-021-0000; 22-03-458-022-0000; 22-03-458-023-0000; 22-03-458-024-0000; 22-03-458-025-0000; 22-03-458-026-0000; 22-03-458-027-0000; 22-03-458-028-0000; 22-03-458-029-0000; 22-03-458-030-0000; 22-03-458-031-0000; 22-03-458-032-0000; 22-03-458-033-0000; 22-03-458-034-0000; 22-03-458-035-0000; 22-03-458-036-0000; 22-03-458-037-0000; 22-03-458-038-0000; 22-03-458-039-0000; 22-03-458-040-0000; 22-03-458-041-0000.