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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
TRU UTAH CONSTRUCTION  
BY: PSA, DEPUTY - WI 2 P.

**SECOND AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR  
21 LOFTS, A CONDOMINIUM PROJECT**

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR 21 LOFT, (the "Amendment") is made and executed as of May 24, 2021, by Truong Properties, LLC, a Utah limited liability company ("Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act contained in Title 57, Chapter 8 of the Utah Code, as it may be amended from time to time (the "Act").

A. Truong Properties, LLC is the "Declarant" under that certain Declaration of Condominium for 21 (the "Project") Loft, recorded April 8, 2021, in Book 11152 at Pages 7505-7573 in the Official Records of the Office of the Salt Lake County Recorder (the "Declaration").

B. This Amendment clarifies the number of Units within the Project and changes the notice requirement to from 30 day to 60 to comport with Utah law.

NOW, THEREFORE, Declarant hereby declares and provides as follows:

1. Declaration Incorporated by Reference. The Declaration in its entirety is hereby incorporated by reference and made a part of this Amendment as though fully set forth herein.

2. Revision to Section III(1). Section III(1) of the Declaration is hereby deleted and replaced with the following language:

Description of Improvements. The significant improvements contained or to be contained in the Project include a single Phase I which will consist of 28 Units. The Units will be constructed principally of concrete foundations with exterior walls of stone, stucco veneer, vinyl or wood composition siding, asphalt shingle roofing, interior walls of wood studs, plywood, and dry wall plaster. Each Unit has been or will be assigned a garage, covered parking space, or uncovered parking space. The Common Area and Facilities will include a clubhouse, swimming pool, basketball area, playground area, picnic sites, certain open parking areas, green space, landscaping, roadways, walkways, and utility systems, as well as an entrance to and exit from the Community. The Project will also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the survey Map.

3. Revisions to Section III(26)(m). Section III(26)(m) of the Declaration is hereby deleted and replaced with the following language:

Termination of Legal status. Any action to terminate the legal status of the Project after Substantial Destruction or condemnation occurs shall be agreed to by Unit Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association and by Eligible Mortgage holders who represent at least fifty-

one (51%) percent of the votes of the Units that are subject to mortgages held by eligible holders.

The termination of the legal status of the Project for reasons other than Substantial Destruction or Condemnation of the property shall be agreed to by Eligible Mortgage holders that represent at least sixty-seven (67%) percent of the votes of the mortgaged Units. However, implied approval may be assumed when an Eligible Mortgage holder (except the Secretary of Veterans Affairs and FHA) fails to submit a response to any written proposal for an amendment within Sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

4. Revisions to Section III(29)(a)(12). Section III(29)(a)(12) of the Declaration is hereby deleted and replaced with the following language:

(12) a decision by the Association of twenty (20) or more Units to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;

5. Revisions to Section III(44)(f)(6). Section III(44)(f)(6) of the Declaration is hereby deleted and replaced with the following language:

Assuming that only Phase I of the original Declaration are completed, the total number of Units would be twenty-eight (28) and the maximum percentage of ownership interest of each Unit would be 3.57%.

6. Effective Date. This Amendment shall be effective upon recording in the Office of the Salt Lake County Recorder. Except as herein expressly provided, the Declaration shall remain in all other respects unmodified and in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amended as of the date first above written.

21 LOFT

By: [Signature]  
Title: OWNER - TRUONG PROPERTIES LLC

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

On the 24 day of MAY, 2021, personally appeared before me, DAVID TRUONG, the signer of the within instrument, who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public

