

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM**

FOR

THE WASHINGTON STREET CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

This FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE WASHINGTON STREET CONDOMINIUMS (“Declaration”) is made as of February 23, 2022, by Washington SLC, LLC, a Utah liability company (“Declarant”) and becomes effective when recorded with the Salt Lake County Recorder’s Office.

RECITALS

A. The Washington Street Condominium project, including the real property described in Exhibit A (“Project”), was made subject to the “Declaration of Condominium for The Washington Street Condominiums” as recorded with the Salt Lake County Recorder on October 4, 2021, as Entry Number 13789480 (“Declaration”).

B. The Declaration at Section 15.1 provides that Declarant has the right to amend the Declaration without any additional requirements for approval.

C. Declarant desires to amend Article XIII to increase lending protections and options.

D. Pursuant to Section 15.1, Declarant hereby amends the Declaration as follows below.

E. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

F. In case of any conflict between the terms of this Amendment and the terms of the Declaration, the provisions of this Amendment shall control.

G. Unless otherwise provided in this Amendment, capitalized terms used herein shall have the same meaning and effect as used in the Declaration.

AMENDMENT

Amendment One

Article XIII, Section 13.5 is hereby amended to read as follows:

13.5. **Notices and Other Rights.** Any Lender (and such Lender's insurer or guarantor) shall, upon written request to the Association, be entitled to:

- (a) Inspect current copies of the books and records of the Association during normal business hours;
- (b) The most recent annual financial statement of the Association;
- (c) Notice of any failure of an Owner for a period of sixty (60) days or more to cure any default on his part in performance of his obligations under this Declaration or other Governing Documents;
- (d) Notice of any condemnation or casualty loss that affects a material portion of the Project or any Unit on which there is a first mortgage held by such Lender;
- (e) Notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (f) Notice of any action that requires Lender approval;
- (g) Notice of any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which a Lender holds a mortgage; and
- (h) Notice of any proposed action by the Owners or the Association that would amount to a change in the Declaration necessitating Lender approval as identified in Section 13.4(c).

Amendment Two

Article XV is hereby amended and supplemented with the addition of the following Section:

15.4 **Lender Consent.** Declaration amendments that are of a material adverse nature to first lien mortgagees shall be approved by a majority of first lien mortgagees as further set forth in Section 13.4 of the Declaration.

[signature page to follow]

EXHIBIT A
Legal Descriptions - Parcel Numbers

All of the **Washington Street Condominium Plat**, according to the official plat on file in the office of the Salt Lake County Recorder. Including Units 1 through 20, and Common Area (CA).

More particularly described as:

THE NORTH HALF OF LOT 13 AND ALL OF LOT 14 AND 15 AND THE SOUTH HALF OF LOT 16, IN BLOCK 1, HUNTER'S SUBDIVISION OF LOTS 9 AND 10, BLOCK 23, FIVE ACRE PLAT "A", BIG FIELD SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN BOOK B OF PLATS AT PAGE 90, RECORDS OF SALT LAKE COUNTY, STATE OF UTAH, SAID PARCEL BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 16, BLOCK 1, HUNTERS SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK B OF PLATS AT PAGE 90, SAID POINT BEING SOUTH 0°01'47" EAST ALONG SAID WEST LINE 12.50 FEET FROM THE NORTHWEST CORNER OF SAID LOT 16, AND RUNNING THENCE NORTH 89°59'55" EAST 12.50 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 16 A DISTANCE OF 152.68 FEET TO THE EAST LINE OF SAID LOT 16; THENCE SOUTH 0°01'47" EAST ALONG THE EAST LINE OF SAID LOT 16 AND THE EAST LINE OF LOTS 13, 14 AND 15 OF SAID BLOCK 1 A DISTANCE OF 75.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 13, SAID POINT BEING NORTH 0°01'47" WEST ALONG SAID EAST 12.50 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 13; THENCE SOUTH 89°59'55" WEST 12.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 13 A DISTANCE OF 152.68 FEET TO A POINT ON THE WEST LINE OF SAID LOT 13; THENCE NORTH 0°01'47" WEST ALONG THE WEST LINE OF SAID LOT 13 AND THE WEST LINE OF SAID LOTS 14, 15 AND 16 A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 11,451 SQ. FT. OR 0.263 ACRES

Parcel Numbers:

15122610020000	15122610090000	15122610160000
15122610030000	15122610100000	15122610170000
15122610040000	15122610110000	15122610180000
15122610050000	15122610120000	15122610190000
15122610060000	15122610130000	15122610200000
15122610070000	15122610140000	15122610210000
15122610080000	15122610150000	15122610010000 (CA)