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E# 3298909 PG 1 OF 6  
Leann H. Kilts, WEBER COUNTY RECORDER  
20-Sep-23 0335 PM FEE \$40.00 DEP SD  
REC FOR: SMITH KNOWLES PC  
ELECTRONICALLY RECORDED

**FIRST AMENDMENT TO THE DECLARATION  
OF CHATEAU PARK  
A Condominium Project**

Parcel No.: 09-115-0001 thru 09-115-0033

THIS FIRST AMENDMENT TO THE DECLARATION OF CHATEAU PARK, a Condominium Project (this “First Amendment”) is hereby adopted by the Management Committee for Chateau Park Condominiums, Inc. (“Association”), for and on behalf of its Members, and made effective as of the date recorded in the Weber County Recorder’s Office.

**RECITALS:**

- (A) This First Amendment affects and concerns the real property located in Weber County, Utah and more particularly described in **Exhibit “A”** attached hereto (“Property”).
- (B) A plat map depicting Chateau Park was recorded on June 1, 1964 in the Weber County Recorder’s Office, as Entry No.427479.
- (C) On or about June 1, 1964, the Declaration of Chateau Park was recorded in the Weber County Recorder’s Office, as Entry No. 427480 (“Declaration”), which included the enabling Bylaws, as Exhibit B to the Declaration..
- (D) On or about February 13, 2013, the Supplemental Declaration of chateau Park was recorded in the Weber County Recorder’s Office, as Entry No. 2320233.
- (E) On or about February 13, 2013, the Supplemental Bylaws of Chateau Park were recorded in Weber County Recorder’s Office, as Entry No. 2620234.
- (F) On or about October 29, 2015, the Supplemental Bylaws of Chateau Park were recorded in Weber County Recorder’s Office, as Entry No. 2763140.
- (G) On or about April 6, 2018, the Supplemental Bylaws of Chateau Park were recorded in Weber County Recorder’s Office, as Entry No. 2913797.
- (H) The Utah Department of Transportation (“UDOT”) has offered to purchase a portion of the Common Area from the Association and its Members. UDOT retains the power of eminent domain if the parties fail to negotiate an acceptable purchase and sale transaction. While the transaction may evolve through negotiations, it can generally be summarized as the purchase of approximately 14172 square feet of parcel 313 and 8204 square feet of parcel 313:E. As part of the transaction, UDOT would rebuild certain impacted carpports and related improvements and negotiate certain leases and/or easements with the Association, with the transaction being generally referred to as (“UDOT Purchase”).

- (I) It is the intent of this First Amendment to convey a portion of the Common Area to UDOT. After a thorough review of the UDOT Purchase, the Management Committee has recommended this action be taken in order to: bring revenue into the Association, obtain certain new carports and improvements, and to improve certain aspects of the existing Common Areas.
- (J) This First Amendment authorizes the Management Committee, for and on behalf of all Members, to carry out all tasks necessary to complete the UDOT Purchase including any agreements, easements, conveyances, construction of the revised roadway and improvements, construction of new car ports and related facilities, and any other negotiated improvements to the Common Area.
- (K) In accordance with Utah Code § 10-9a-606(5), the Association has obtained no less than 67% of the total undivided interest in the Common Areas and facilities consenting to this First Amendment authorizing the conveyance of a portion of Common Area as generally depicted, subject to amendment, in **Exhibit B**.
- (L) Pursuant to § 57-8-39 of the Utah Condominium Ownership Act, Owners of record, holding not less than sixty-seven percent (67%) of the total undivided interest in the Common Areas and facilities, provided their written consent approving and consenting to the recording of this First Amendment.

### CERTIFICATION

By signing below, the Management Committee hereby certifies that the above-described approvals were obtained, approving, and consenting to the recording of this First Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Management Committee of the Association hereby makes and executes this First Amendment, which shall be effective as of its recording date.

### COVENANTS, CONDITIONS AND RESTRICTIONS

- 1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
- 2. No Other Changes. Except as otherwise expressly provided in this First Amendment, the Amended and Restated Declaration remains in full force and effect without modification.
- 3. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read the First Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the First Amendment acting in said capacity.

4. Conflicts. In the case of any conflict between the provisions of this First Amendment and the provisions of the Amended & Restated Declaration, this First Amendment shall in all respects govern and control. In the case of any existing provisions that could be interpreted as prohibiting the modifications set forth in this First Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this First Amendment, as set forth in the Recitals.

### AMENDMENTS

5. Conveyance of a Portion of Common Area, Construction of New Carports, and other Improvements & Adjustments to the Common Areas. Owners in the Association hereby authorize the Management Committee for the Association to undertake the process of selling a portion of Common Area for the UDOT Purchase, and otherwise engaging with UDOT, the City and necessary parties to carry out the sale, development, and construction activities to complete the UDOT Purchase. This process is contemplated to include, but is not limited, to the following tasks:

- a. Sell at fair market value the portion of Common Area to UDOT, as depicted in Exhibit B (subject to negotiation/modification);
- b. Negotiate and enter into sale, construction, easement, license, and other necessary agreements with necessary parties;
- c. Meet with relevant City and/or related government officials;
- d. Obtain requisite approval from relevant government departments/agencies;
- e. If necessary, prepare any amended plat(s), documents and/or surveys and participate in any necessary meeting;
- f. Speak for the Association, and its Members, at any necessary hearing to accomplish this the UDOT Purchase;
- g. Execute any and all necessary documents to accomplish the UDOT Purchase; and
- h. Record this First Amendment and any easements, plats/surveys, or other documents that may be necessary to effectuate this transaction.

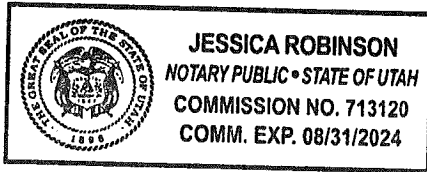
6. Definitions, Maintenance & Insurance. Once construction is completed any adjustments or improvements to the Common Area, the respective maintenance and insurance responsibilities for the Common Areas will be the same as those set forth in the Declaration.

CHATEAU PARK CONDOMINIUMS, INC.

Douglas H Yoshimura  
By: Douglas H Yoshimura  
Its: President/Chair

STATE OF UTAH )  
 ) : SS  
COUNTY OF Weber )

On this 18 day of September, 2023 personally appeared before me Douglas H Yoshimura, who being by me duly sworn, did say that they are the President/Chair of Chateau Park Condominiums, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.



Jessiea Robinson  
Notary Public

**Exhibit "A"**  
**Legal Description**

Parcel No.: 09-115-0001 thru 09-115-0033

**Part of the Northwest Quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point 40 feet South and 60 feet West of the Northeast corner of said Northwest Quarter Section and running thence South 220 feet; thence West 600 feet; thence North 220 feet; thence East 600 feet to the point of beginning.**

### Exhibit "B" Depiction of Area to Be Purchased

