

7146284

WHEN RECORDED MAIL TO:

Bradley R. Helsten
Nelson, Rasmussen & Christensen
215 South State Street, Suite 900
Salt Lake City, Utah 84111

7146284
11/06/98 09:47 AM 35.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
F D DEVELOPMENT
REC BY:R FRESQUES ,DEPUTY - WI

**AMENDED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
VINE STREET OFFICE PARK CONDOMINIUMS**

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VINE STREET OFFICE PARK CONDOMINIUMS ("Amended Declaration") is executed this 6 day of ~~August~~^{November}, 1998, by F.D. DEVELOPMENT, L.C., a Utah limited liability company, (hereinafter "Declarant").

WHEREAS, Declarant is the owner of certain real property situated in Salt Lake County, State of Utah, together with the buildings and other improvements located thereon, which is more particularly described on the attached **Exhibit "A"**; and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions of Vine Street Office Park Condominiums (hereinafter sometimes "Declaration") was executed by Declarant and recorded in the Office of the Salt Lake County Recorder on April 16, 1998 as Entry No. 6965690 at Book 7979, Pages 196 though 255; and

WHEREAS, Article XII of the Declaration grants to Declarant the option to expand the Condominium Project; and

WHEREAS, the Declaration may be amended upon the affirmative vote of 67% of the total votes of the Association; and

WHEREAS, Declarant holds more than 67% of the total votes of the Association and has voted at a special meeting to amend the Declarations in certain respects; and

WHEREAS, Declarant now desires to exercise its option to expand the Condominium Project.

NOW, THEREFORE, and for such purposes, and pursuant to the express authority reserved by Declarant in Article XII and Article XIII, paragraph numbered 3 of the Declarations, Declarant hereby executes and adopts this Amended Declaration as follows:

BK 8154 PG 0300

1. Amendment. Paragraph 3 of Article III of the Declaration is hereby amended and replaced to read as follows:

"3. Votes. Each Member shall be entitled to the number of votes appurtenant to his or her Unit, as set forth on **Exhibit "B"**, of the Amended Declaration which is attached hereto and incorporated herein by this reference. The number of votes appurtenant to each Unit has been determined by the approximate relative values of the different size Condominiums at the time this Amended Declaration is recorded. Owners of Units 1, 2, 3 and 4 shall be entitled to three (3) votes each and Owners of Units 5 through 16 shall be entitled to two (2) votes each. The Assessment Percentages set forth on **Exhibit "B"** have also been determined by the approximate relative values of the different size Condominiums. The number of votes appurtenant to each Unit shall be permanent, and shall not change in the event an Owner modifies a Unit to increase or decrease the size of his Unit relative to other Units. In the event that there is more than one Owner of a particular Unit, the votes relating to such Unit shall be exercised as such Owners may determine among themselves. No Unit shall have more than the number of votes shown on **Exhibit "B"** regardless of the number of persons having an ownership interest in the Unit. The votes cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the votes attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the votes involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. The Declarant shall have full voting rights with respect to each Unit which it owns."

The Exhibit "B" referenced in the foregoing paragraph is the Exhibit "B" attached to this Amended Declaration which amends and replaces Exhibit "A" of the Declaration.

2. Submission of Phase II Property. The real property described on the attached **Exhibit "A"** is described in the Declaration as the Phase I Property and Phase II Property and is hereby submitted to the Condominium Act of the State of Utah and the Vine Street Office Park Condominiums. As a result, all of the Phase II Property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as part of the Vine Street Office Condominium Project. All of the Phase II Property is and shall be subject to the Declaration, and all covenants, conditions, restrictions, uses, limitations, and obligations set forth therein, as amended, each and all of which are declared and agreed to be for the benefit of the Project and in

furtherance of a plan for the improvement of the Phase II Property and the division thereof into Condominium Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the land and shall be binding upon the Declarant, and its successors and assigns, upon any person acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and upon their respective personal representatives, heirs, successors, and assigns.

3. Division of Property. The Phase II Property is hereby divided into Condominium Units as set forth on the Official Plat and as set forth in Exhibit "C", attached hereto and incorporated herein by reference.

4. Units and Boundaries. Vine Street Office Park Condominiums, a Utah Condominium Project, as hereby expanded, shall hereafter consist of a total of six (6) buildings containing a total of sixteen (16) Units. Each new Unit is given an address and Unit number and is depicted on the Plat entitled "The Vine Street Office Park" which is being recorded concurrently herewith in the office of the County Recorder of Salt Lake County, State of Utah.

5. Undivided Interest in Common Areas. Pursuant to the provisions of Section 57-8-13.10 of the Act, the undivided ownership interest in the Common Areas of the Project are hereby re-allocated between all Units in the Project, including the Units created in Phases II in accordance with the Plat and attached **Exhibit "C"**.

6. Description of Current and Future Units. The Units in the Project shall hereafter be described by the addresses and Unit numbers set forth on the Plat and the attached **Exhibit "C"**. Units to be constructed in the future on Phase II Property shall be described as set forth on the Plat and the attached **Exhibit "C"**.

7. Elevator Maintenance Costs. Units numbered 9, 10, 11, 12 located in Building 678 and Units 13, 14, 15 and 16 in located in Building 688 as set forth on the Plat and on **Exhibit "C"** shall, in addition to the Common Expenses set forth in Section V of the Declaration, share the insurance, service and maintenance costs of the lobby areas, including maintenance of the elevators attached to and serving their respective Condominium Buildings according to the percentages set forth on **Exhibit "D"** attached hereto.

8. Reserved Parking. Each Unit shall be assigned two (2) parking stalls in the Project for the exclusive use and benefit of the Unit ("Reserved Parking"). The assigned Reserved Parking stalls for each Unit are identified on the Plat and on **Exhibit "C"**. The Unit Owner may, at its option, place signs indicating that the Reserved Parking stalls are reserved for the exclusive use of the Unit, or specific individuals occupying the Unit. All signs designating the parking stalls as Reserved Parking, including their size appearance, lettering and placement, must be approved in advance by the Association, in its sole discretion. The Association may also choose to have uniform reserved parking sign prepared which shall be used to designate the Reserved Parking. Each Unit Owner shall bear all costs of the installation, maintenance and repair of the signs placed

in its Reserved Parking area. Reserved Parking stalls which have no signs or other approved indication that the parking stalls are Reserved Parking, shall remain Common Area of the Project until such signs are installed by the Unit Owner. Upon installation of approved signs, the Reserved Parking shall become Limited Common Area for the exclusive use and benefit of the Unit Owner assigned.

9. Carports. A Unit Owner may elect to construct a carport over the area designated for the Unit's Reserved Parking as indicated on the Plat and on Exhibit "C" at the sole cost and expense of the Unit Owner. The carport shall be constructed according to the plans and specifications approved or provided by the Association, in its sole and absolute discretion, in order to ensure architectural and aesthetic compatibility and uniformity with the Project. In exchange for the permitting construction of such carports on the Common Area, upon completion, all carports shall become property of the Association. The carport, upon completion, shall become Limited Common Area for the exclusive use and benefit of the Unit Owner. In exchange for transferring ownership of the carport to the Association upon completion, the Association shall undertake the costs of repair and maintenance of the carport, which shall be included in the Common Area Maintenance Costs and shall include the carport structure under all policies of liability and casualty insurance covering the Common Area. Prior to construction of a carport, the Unit Owner shall deposit the full contract amount (or a performance and payment bond in the full amount of the contract price) for construction of the carport in an escrow account upon terms mutually agreeable to the Unit Owner and the Association. The Unit Owner shall not permit any mechanics liens or other liens to be filed on the Project and shall defend, indemnify, hold harmless Declarant and the Association from any and all liability, damages, costs and attorney's fees arising out of or related to the construction of any carport.

10. Definitions. Each of the words used in this Supplemental Declaration shall have the meaning given to each such term in the Declaration.

11. Ratification of Terms and Provisions. Except as expressly modified by this Amended Declaration, the Declarant hereby ratifies and reconfirms all of the terms and provisions of the Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Amended Declaration on the date, month and year first above written.

F.D. DEVELOPMENT, L.C.,
a Utah limited liability company

By: *Debbie Sandy*
Its: *Managing Partner*

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

On this 4th day of ^{November} ~~August~~, 1998, Debbie Samich, the signer of the above instrument, duly acknowledged to me that she executed the same in her authorized capacity as indicated.

Tamara L. Petersen
NOTARY PUBLIC

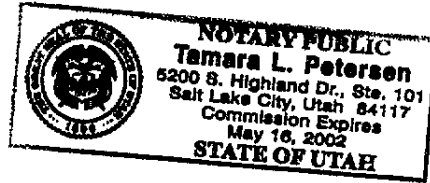


EXHIBIT "A"

Beginning at the Southeast corner of Lot 5 in Stoneybrook Planned Unit Development (PUD) said point also being on the north right-of-way line of Woodoak Lane and being West 161.09 feet and North 370.72 feet from the Southeast Corner of Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running,

thence North 422.01 feet along the east line of said Stoneybrook Planned Unit Development (PUD);

thence South 67°00'00" East 156.50 feet

thence South 36°31'10" East 240.83 feet along the west line of Vine Street to a point of curvature;

thence Southeasterly 217.21 feet along the arc of a 393.00 foot radius curve to the right (center bears South 53°28'50" West long chord bears South 20°41'10" East 214.45 feet through a central angle of 31°40'00") along the west line of Vine Street;

thence South 04°51'10" East 35.94 feet along the west line of Vine Street to a point of curvature;

thence Southwesterly 25.68 feet along the arc of a 15.00 foot radius curve to the right (center bears South 85°08'50" West long chord bears South 44°12'00" West 22.66 feet through a central angle of 98°06'21") to the north line of Woodoak Lane;

thence Southwesterly 159.10 feet along the arc of a 386.89 foot radius curve to the right (center bears North 03°15'11" East long chord bears North 74°57'59" West 157.98 feet through a central angle of 23°33'41" along the north line of said Woodoak Lane;

thence Southwesterly 193.20 feet along the arc of a 412.81 foot radius curve to the left (center bears South 26°48'52" West long chord bears North 76°35'34" West 191.44 feet through a central angle of 26°48'52" along the north line of said Woodoak Lane to a point of tangency;

thence West 11.58 feet along the north line of said Woodoak Lane to the point of beginning.

Contains: 116,050 Sq. Ft., 2.66 Acres, Salt Lake County, State of Utah

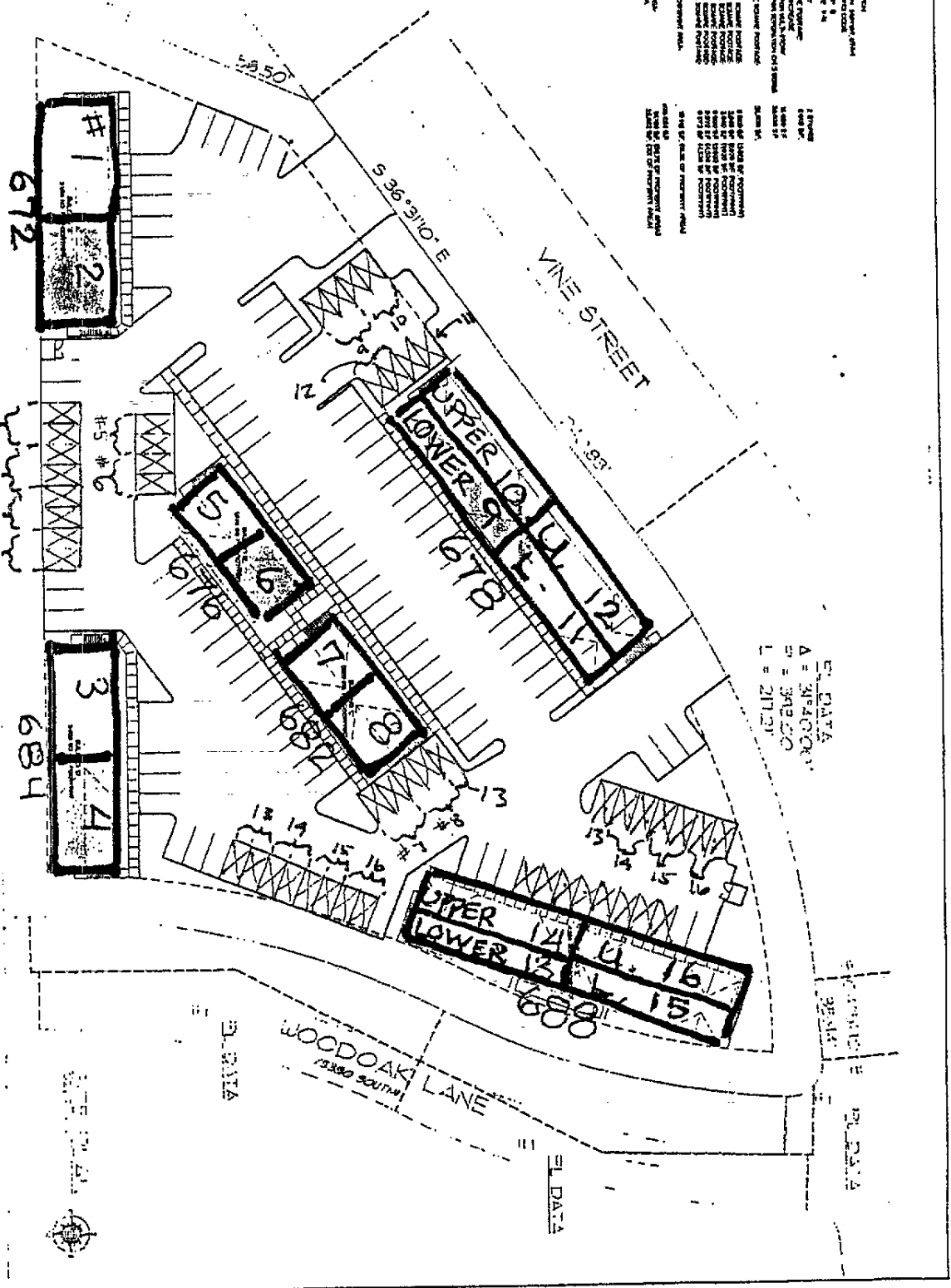
EXHIBIT "B"

LIST OF UNITS, VOTES and ASSESSMENT PERCENTAGES

<u>Building Address</u>	<u>Unit Number</u>	<u>Votes</u>	<u>Approximate Square Footage</u>	<u>Assessment Percentage</u>
672 E. Vine Street	1	3	3,000	7.92
672 E. Vine Street	2	3	3,000	7.92
684 E. Vine Street	3	3	3,000	7.92
684 E. Vine Street	4	3	3,000	7.92
676 E. Vine Street	5	2	1,920	5.07
676 E. Vine Street	6	2	1,920	5.07
682 E. Vine Street	7	2	1,920	5.07
682 E. Vine Street	8	2	1,920	5.07
678 E. Vine Street	9	2	2,271	6.0
678 E. Vine Street	10	2	2,355	6.22
678 E. Vine Street	11	2	2,175	5.74
678 E. Vine Street	12	2	2304	6.1
688 E. Vine Street	13	2	2,175	5.74
688 E. Vine Street	14	2	2304	6.1
688 E. Vine Street	15	2	2,271	6.0
688 E. Vine Street	16	2	2,355	6.22
TOTALS	16	36	37,890	100%

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PROJECT INFORMATION
 LOCAL JURISDICTION: MURRAY, UTAH
 PROJECT NAME: THE VINE STREET OFFICE PARK
 PREPARED BY: DON WELCH
 DATE: AUGUST 2, 1988
 SHEET: 1 OF 1
 SCALE: AS SHOWN
 TOTAL SQUARE FOOTAGE: 110,000
 TOTAL BUILDING FOOTPRINT: 110,000
 TOTAL PARKING SPACES: 32
 TOTAL SITE AREA: 110,000
 TOTAL SITE PERCENTAGE COVERED: 100%



32 spaces-covered

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C-1	DESIGNED BY DON WELCH	THE VINE STREET OFFICE PARK		SHEET BY DON WELCH		SITE PLAN
		872, 874, 876, 878, 882, 884, 886, 888 EAST VINE STREET, MURRAY, UTAH		DATE: AUG. 2, 1988 SCALE: AS SHOWN, AS FAR AS POSSIBLE		

"D"

VINE STREET OFFICE PARK
BUILDING 688
SQUARE FOOT CALCULATION

Post-it* Fax Note	7671	Date	# of pages ▶
To	Brad	From	Dobbie
Co./Dept.		Co.	
Phone #		Phone #	
Fax #	363-3614	Fax #	

UPPER LEFT GROSS			2,110.00
MAIN FLOOR COMMON	267	25%	66.75
MAIN LOBBY	162	25%	40.50
UPPER FLOOR COMMON	216	25%	54.00
UPPER LOBBY	167	50%	83.50
TOTAL			2,354.75

UPPER RIGHT GROSS			2,059.00
MAIN FLOOR COMMON	267	25%	66.75
MAIN LOBBY	162	25%	40.50
UPPER FLOOR COMMON	216	25%	54.00
UPPER LOBBY	167	50%	83.50
TOTAL			2,303.75

MAIN FLOOR GROSS			4124	LEFT	2014	RIGHT	2110
MAIN FLOOR COMMON	267	50%	133.50		66.75		66.75
MAIN LOBBY	162	50%	81.00		40.5		40.5
UPPER FLOOR COMMON	216	50%	108.00		54		54
UPPER LOBBY	167	0%	-		0		0
TOTAL			4,446.50		2175.25		2271.25
			9,105.00				

UPPER LEVEL GROSS			
RIGHT			2059
LEFT			2110
COMMON			383
FOYER			167
			4552
LOWER LEVEL GROSS			
RIGHT			2014
LEFT			2110
COMMON			429
FOYER			162
			4553

	SF
UNIT 9	2271.25
UNIT 10	2354.75
UNIT 11	2175.25
UNIT 12	2303.75
TOTAL	9105
UNIT 13	2175.25
UNIT 14	2303.75
UNIT 15	2271.25
UNIT 16	2354.75
TOTAL	9105

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