

WHEN RECORDED RETURN TO:
Shaughnessy Condominiums Homeowners Association
249 South 700 East
Salt Lake City, Utah 84102

7830634
02/27/2001 03:59 PM 83.00
Book - 8428 Pg - 3355-3362
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JAMES R. BLAKESLEY
2595 E 3300 S 3RD FLOOR
SLC UT 84109
BY: RDJ, DEPUTY - WI B P.

**FOURTH AMENDMENT TO SHAUGHNESSY APARTMENTS
CONDOMINIUM DECLARATION
TO UPDATE APPENDIX "A"
(Parking Assignments)**

This Fourth Amendment to Shaughnessy Apartments Condominium Declaration is executed by the Shaughnessy Apartments Homeowners Association (hereinafter referred to as the "Association").

RECITALS

WHEREAS, the Shaughnessy Apartments Condominium Declaration was recorded in the office of the County Recorder of Salt Lake County, Utah on February 19, 1976 as Entry No. 2786509 in Book 4108 at Page 181 of the Official Records (the "Declaration");

WHEREAS, the Declaration was amended by a written instrument entitled *First Amendment to the Shaughnessy Apartments Condominium Declaration* recorded January 30, 1979 as Entry No. 3230729 in Book 4807 at Page 573 of the Official Records of the County Recorder of Salt Lake County, Utah (the "First Amendment");

WHEREAS, the Declaration was amended by a written instrument entitled *Second Amendment to the Shaughnessy Apartments Condominium Declaration* recorded May 20, 1992 as Entry No. 5258214 in Book 6458 at Page 2914 of the Official Records of the County Recorder of Salt Lake County, Utah (the "Second Amendment");

WHEREAS, the Declaration was amended by a written instrument entitled [SIC] *First Amendment to the Shaughnessy Apartments Condominium Declaration* recorded February 22, 1993 as Entry No. 5438564 in Book 6607 at Page 2574 of the Official Records of the County Recorder of Salt Lake County, Utah (the "Third Amendment");

WHEREAS, Appendix "A" to the Declaration contained, *inter alia*, the unit number, percentage of ownership interest and parking amenity assignation;

WHEREAS, while the residential units are individually owned, the unit owners only have an undivided percentage of ownership interest in the parking amenities and storage units;

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WHEREAS, while limited common areas, such as carports, parking spaces and storage units, ARE NOT owned individually and CANNOT be deeded or conveyed, the right to use a carport, parking space or storage unit MAY BE exchanged with another unit owner if the Management Committee is notified in writing and the Declaration is amended;

WHEREAS, Section 21.2 of the Declaration created a method whereby unit owners could exchange the assignment and use of parking amenities;

WHEREAS, since 1976 some unit owners have exchanged the assignment and use of parking amenities, but the Management Committees failed to amend Appendix "A";

WHEREAS, pursuant to Section 21.2 of the Declaration the Association desires to update Appendix "A" to the Declaration;

WHEREAS, this Amendment affects that certain real property described with particularity in Appendix "C" attached hereto and incorporated herein by this reference, including but not limited to Units 1 through 60, inclusive; and

WHEREAS, the Second Amendment to the Declaration attempted to modify Section 21.2 of the Declaration but the proposed Amendment is invalid and unenforceable because no individual unit owner may transfer *ownership* of his parking amenity or storage space to another unit owner.

AGREEMENT

NOW, THEREFORE, for the reasons recited above and for the benefit of all of the unit owners at the Shaughnessy Apartments Condominium, the Declaration, as heretofore amended and supplemented, is amended as follows:

1. Section 21.2 of the Declaration, as heretofore amended and supplemented, is deleted in its entirety and the following original language is substituted in lieu thereof:

21.2 Unit owners may, by written agreement delivered to the Management Committee, exchange the right to use and the assignment of carports, parking spaces or storage spaces. Upon receipt of any such agreement, together with a fee to compensate the Management Committee for legal and recording expenses, in an amount to be determined by the Management Committee, the Management Committee shall amend Appendix "A" to reflect the change of the use and assignment of carports, parking spaces or storage spaces agreed to and cause said amendment to be recorded in the Office of the Salt Lake County Recorder.

2. Appendix "A" to the Declaration is deleted in its entirety and Amended Appendix "A," attached hereto and incorporated herein by this reference, is substituted in lieu thereof.

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3. This Amendment is effective upon recording.

DATED the 8 day of February, 2001.

SHAUGHNESSY APARTMENTS HOMEOWNERS ASSOCIATION

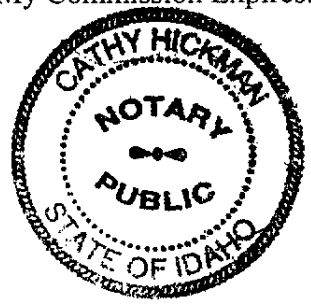
By: [Signature]
Name: O. J. Hendrickson
Title: President

STATE OF IDAHO)
COUNTY OF Bonanza: ss.

On the 8th day of February, 2001, personally appeared before me, O. J. HENRICKSON, who being by me duly sworn, did say that he is the President of the SHAUGHNESSY APARTMENTS CONDOMINIUMS HOMEOWNERS ASSOCIATION and that the within and foregoing instrument was signed in behalf of said Association by authority of the Declaration of Condominium or a resolution of the Management Committee of the Association.

[Signature]
NOTARY PUBLIC
Residing at: ~~Salt Lake City, Utah~~
Idaho Falls, ID

My Commission Expires: 10/23/2006



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Amended Appendix "A"

Shaughnessy Apartments Condominium

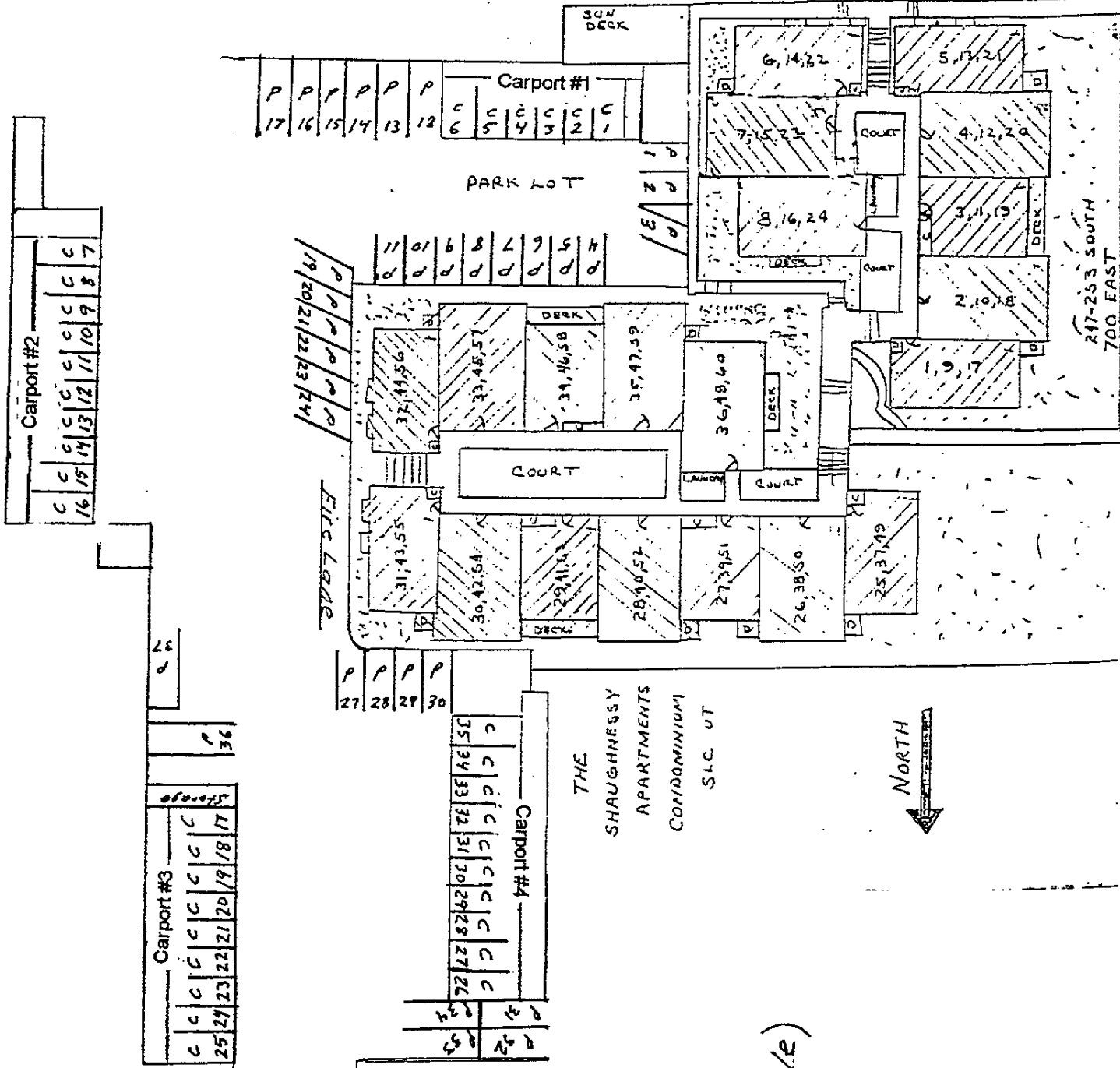
<u>Unit No.</u>	<u>Percentage Interest In Common Area and Facilities</u>	<u>Assigned Limited Common Areas</u>	
		<u>Carport</u>	<u>Parking Space</u>
1	1.53	-	8
2	1.74	-	15
3	1.45	-	2
4	1.74	2	-
5	1.53	-	13
6	1.49	-	4
7	1.71	3	-
8	1.74	4	-
9	1.58	-	5
10	1.74	-	6
11	1.51	-	7
12	1.74	5	-
13	1.64	-	14
14	1.54	-	9
15	1.76	6	-
16	1.80	7	-
17	1.72	8	-
18	1.88	9	-
19	1.65	-	11
20	1.88	11	-
21	1.72	12	-
22	1.63	-	10
23	1.83	13	-
24	1.88	14	-
25	1.53	-	32
26	1.71	15	-
27	1.42	-	29
28	1.71	16	-
29	1.42	-	28
30	1.71	25	-
31	1.49	-	27
32	1.49	-	17
33	1.65	-	22
34	1.48	24	-
35	1.71	23	-
36	1.65	-	23
37	1.64	22	-
38	1.70	1	-
39	1.48	-	21
40	1.76	21	-
41	1.48	-	20

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Unit No.	Percentage Interest In Common Area and Facilities	Assigned Limited Common Areas	
		Carport	Parking Space
42	1.76	20	-
43	1.60	19	-
44	1.60	18	-
45	1.76	32	-
46	1.48	-	19
47	1.76	26	-
48	1.76	10	-
49	1.72	28	-
50	1.79	-	16
51	1.62	29	-
52	1.85	30	-
53	1.62	31	-
54	1.85	17	-
55	1.63	-	24
56	1.63	-	37
57	1.85	33	-
58	1.62	34	-
59	1.79	27	-
60	<u>1.85</u>	35	-
	100%		

Visitor Parking	1, 3, 12
Unassigned Parking Spaces	30, 31, 33, 34
Designated Handicapped Space	36
Parking Spaces Never Used and Eliminated Because They Block Various Access Points	18, 25, 26, 35

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(Not to Scale)

APPENDIX C

THE SHAUGHNESSY APARTMENTS CONDOMINIUM

247 and 249 South 700 East
251 and 253 South 700 East

Legal Description

Beginning at a point on the East line of 700 East Street, said point being the Northwest corner of Lot 4, Block 45, Plat "B", Salt Lake City Survey; and running thence North 0°01' West along said East line of said 700 East Street 41.25 feet; thence North 89°58'07" East 165.0 feet; thence North 0°01' West 123.75 feet; thence North 89°58'07" East 82.50 feet; thence South 0°01' East 165.0 feet; thence North 89°58'07" East 41.25 feet; thence South 0°01' East 99.0 feet; thence South 89°58'07" West 15.0 feet; thence South 0°01' East 42.0 feet; thence South 89°58'07" West 108.75 feet; thence South 0°01' East 16.34 feet; thence South 89°01'03" West 165.024 feet to the East line of 700 East Street; thence North 0°01' West along said East line 160.08 feet to the point of beginning.

Together with a right of way described as follows: Beginning at a point which is South 89°58'07" West 49.50 feet from the Southeast corner of Lot 3 of said Block 45, and running thence North 0°01' West 70.10 feet; thence North 10°21'15" East 44.74 feet; thence North 0°01' West 116.88 feet; thence South 89°58'07" West 15.00 feet; thence South 0°01' East 115.52 feet; thence South 10°21'15" West 44.74 feet; thence South 0°01' East 71.46 feet; thence North 89°58'07" East 15.00 feet to the point of beginning.

Also a right of way over the following: Beginning at a point which is North 89°58'19" East 41.75 feet from the Northwest corner of Lot 6 of said Block 45, and running thence North 89°58'19" East 9.50 feet; thence South 0°01' East 165.0 feet; thence South 89°58'19" West 9.50 feet; thence North 0°01' West 165.0 feet to the point of beginning.

<u>Unit #</u>	<u>Parcel #</u>
1	16-05-158-002-0000
2	16-05-158-003-0000
3	16-05-158-004-0000
4	16-05-158-005-0000
5	16-05-158-006-0000
6	16-05-158-007-0000
7	16-05-158-008-0000
8	16-05-158-009-0000
9	16-05-158-010-0000
10	16-05-158-011-0000
11	16-05-158-012-0000
12	16-05-158-013-0000
13	16-05-158-014-0000
14	16-05-158-015-0000
15	16-05-158-016-0000
16	16-05-158-017-0000

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<u>Unit #</u>	<u>Parcel #</u>
17	16-05-158-018-0000
18	16-05-158-019-0000
19	16-05-158-020-0000
20	16-05-158-021-0000
21	16-05-158-022-0000
22	16-05-158-023-0000
23	16-05-158-024-0000
24	16-05-158-025-0000
25	16-05-158-026-0000
26	16-05-158-027-0000
27	16-05-158-028-0000
28	16-05-158-029-0000
29	16-05-158-030-0000
30	16-05-158-031-0000
31	16-05-158-032-0000
32	16-05-158-033-0000
33	16-05-158-034-0000
34	16-05-158-035-0000
35	16-05-158-036-0000
36	16-05-158-037-0000
37	16-05-158-038-0000
38	16-05-158-039-0000
39	16-05-158-040-0000
40	16-05-158-041-0000
41	16-05-158-042-0000
42	16-05-158-043-0000
43	16-05-158-044-0000
44	16-05-158-045-0000
45	16-05-158-046-0000
46	16-05-158-047-0000
47	16-05-158-048-0000
48	16-05-158-049-0000
49	16-05-158-050-0000
50	16-05-158-051-0000
51	16-05-158-052-0000
52	16-05-158-053-0000
53	16-05-158-054-0000
54	16-05-158-055-0000
55	16-05-158-056-0000
56	16-05-158-057-0000
57	16-05-158-058-0000
58	16-05-158-059-0000
59	16-05-158-060-0000
60	16-05-158-061-0000

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