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When Recorded Return To:

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170 South Main Street, Suite 800
Salt Lake City, Utah 84101

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04/15/2005 09:26 AM \$30.00
Book - 9118 Pg - 3946-3949
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NICHELLE TALIAFERRO
717 E 5TH AVE APT 105
SLC UT 84103
BY: SLR, DEPUTY - WI 4 P.

**AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
HALL'S FIFTH AVENUE
A
(A Utah Condominium Project)**

This Amendment to the Declaration is made and executed this 14 day of April, 2005, by the Management Committee of Hall's Fifth Avenue Owners' Association (the "Association").

Recitals

A. The Declaration of Condominium For Hall's Fifth Avenue was recorded in the Salt Lake County Recorder's office beginning at Book 5340, Page 822, as entry No. 3647653 (the "Declaration").

B. The Management Committee hereby certifies, pursuant to Article III, section 21 of the Declaration, that the vote/consent required for this amendment has occurred.

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

1. Article III, Section 13 of the Declaration is amended to add paragraph (i), which states:

(i) Leases and Non-Owner Occupancy of Units. For the purpose of this Declaration, Non-Owner occupancy, and other similar words, mean that someone resides in a Unit and an Owner does not reside in that Unit (this includes but is not limited to all leasing and rental type arrangements). Leasing, renting, and the occupancy of Units by Non-Owners (whether for pay or not) are subject to the following restrictions (which are in addition to the restrictions found in Article III, Section 24, paragraph (e).

(1) Any lease or agreement for Non-Owner occupancy must be in writing, must be for an initial term of at least six (6) months, and shall provide as a term of the

agreement that the occupant shall comply with the Declarations, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement;

(2) A Non-Owner occupant may not occupy any Unit for transient, short-term, hotel, resort, vacation, or seasonal use (whether for pay or not);

(3) Daily and weekly occupation by Non-Owner occupants is prohibited (whether for pay or not);

(4) Owners may not lease, rent, or allow occupancy by Non-Owner Occupants in individual rooms, to separate persons, or for less than the entire Unit;

(5) Any Owner allowing a Non-Owner to occupy his or her Unit shall be responsible for the occupant's and the occupant's visitors' compliance with the Declarations, Bylaws, and Rules and for any damage, fines, or inconvenience caused by or resulting from any non-compliance;

(6) Not more than three (3) units in the Condominium shall be Non-Owner occupied. Upon application by any Owner, the Management Committee may, in its sole discretion and on such terms it designates, make exceptions to this restriction to accommodate the children, spouses, or parents of any Owner.

(7) As part of the Management Committee's authority to establish reasonable rules related to the administration and enforcement of this subparagraph (i), it shall have the right, but not obligation, in its sole discretion to: A- establish waiting lists or other means of fairly determining which units may have a Non-Owner occupant; B- prohibit any additional Non-owner occupied units so long as three (3) units are Non-Owner occupied; C-proscribe reasonable time limits for the Non-Owner occupancy of any unit if other units are waiting for the right to allow a Non-Owner occupant to reside in their unit; and D-create and enforce any other rules reasonably related to the administration of this subparagraph (i).

2. Conflicts. All remaining provisions of the Declaration not specifically amended in this First Amended Declaration shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration, the provisions of this document shall in all respects govern and control.

3. Incorporation and Supplementation of the Declaration. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the undersigned here executes this Amendment.

The Management Committee:
Hall's Fifth Avenue Owner's Association

By: Michelle L. Taliaferro

Print Name Michelle L. Taliaferro

Management Committee Member

By: Colleen Moore

Print Name COLLEEN MOORE

Management Committee Member

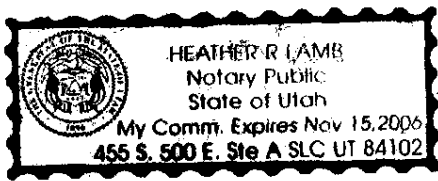
By: Janice Keller

Print Name Janice Keller

Management Committee Member

State of Utah)
) ss.
County of Salt Lake City)

The foregoing instrument was acknowledged before me this 14 day of APRIL, 2005, by ~~the above individuals~~ MICHELLE L TALIAFERRO, who by me being duly sworn, did say that he or she is a member of the Management Committee of the Hall's Fifth Avenue Condominiums, and that this instrument was signed on behalf of said Association by authority of its Management Committee.

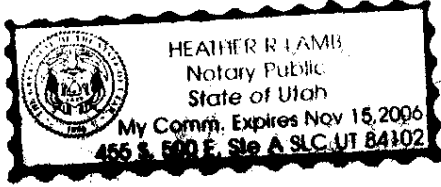


Heather R Lamb
Notary Public

State of Utah)
) ss.
County of Salt Lake City)

The foregoing instrument was acknowledged before me this 14 day of APRIL, 2005, by COLLEEN MOORE, who by me being duly sworn, did say that he or she is a member of the Management Committee of the Hall's Fifth Avenue Condominiums, and that this

instrument was signed on behalf of said Association by authority of its Management Committee.

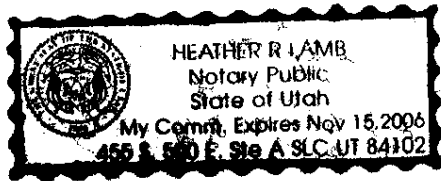


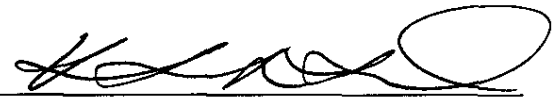


Notary Public

State of Utah)
) ss.
County of Salt Lake City)

The foregoing instrument was acknowledged before me this 14 day of April, 2005, by JAMICE KELLER, who by me being duly sworn, did say that he or she is a member of the Management Committee of the Hall's Fifth Avenue Condominiums, and that this instrument was signed on behalf of said Association by authority of its Management Committee.





Notary Public