

FIRST AMENDMENT OF
DECLARATION OF CONDOMINIUM OF
TIME SQUARE CONDOMINIUMS

ENT 39909 BK 3175 PG 29
NINA B REID UTAH CO RECORDER BY MB
1993 JUN 18 11:23 AM FEE 32.00
RECORDED FOR HALLMARK BROKERAGE

This amendment of declaration of condominiums of Time Square Condominiums is drafted to comply with the requirements of the Utah Condominium Ownership Act, Title 57 Chapter 8, Utah Code Annotated 1953.

This amendment is made this 1st day of June 1993 to amend the Declaration of Covenants of Time Square Condominiums which were recorded at the Utah County Recorder Office in Provo, Utah on the 11th day of March 1993 in Book 3101, Pages 617 through 644 and 644-1, Entry No. 14266.

Paragraph #35 Expandable. (page 26) under Article III is hereby amended to read:

When annexed Phase II will have a maximum and minimum of 24 units which will make a maximum and minimum total number of units in both Phase I and Phase II of 45 units which will then give each unit owner a minimum and maximum percentage of 2.22% interest in all common area. Phase II expandable area shall be restricted to two buildings; each building having twelve condo units making a total of 24 units. Each building will conform to exact exterior architecture of Phase I. Interior floor plan shall be exact floor plan as in each unit in Phase I. Phase I and Phase II both have one floor plan with three sizes. The floor plan sizes are 736 sq. ft. in the small unit, 779 sq. ft. in the medium unit and 811 sq. ft. in the largest unit. The two buildings in Phase II shall be located immediately north of each of the two buildings in Phase I. The buildings in Phase I and II shall face each other with grass and landscaping between. The distance between the buildings shall be from 50 feet to 150 feet in the front courtyard area. All units in Phase I and Phase II are restricted to residential use. Parking in Phase I and Phase II shall be immediately behind each building with one covered park stall and one uncovered park stall assigned to each unit.

The aggregate building area in Phase I is 16,314 square feet or 777 square feet per unit. The aggregate building in Phase II is 18,644 square feet or 777 square feet per unit.

Phase I aggregate land area is 1.48 acres or 64,468 square feet. Percentage of land area per unit is .07 acres or 3,070 square feet. Phase II aggregate land area is 1.21 acres or .05 acre per unit or aggregate land area of 52,707 square feet, making each unit having an area of 2,196 square feet. Phase I & II have 2.69 acres aggregate with each unit having .059 acres or each unit having 2,603 square feet aggregate.

Declarant reserves the right to create limited common areas and facilities within any portion of the additional land to be added to the condominium project as the same shall be described with particularity in the plat map relating to any such portion of additional land, to include two assigned parking stalls for each unit, and declarant makes no other assurances with regards to the types, sizes and maximum number of limited common areas within additional land to be added.

Article III, Section 17, Paragraph 1 is hereby amended to read:

17. Legal Description of a Unit. Each conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the letter and number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Utah County, Utah and in substantially the following form: ENT39909 BK 3175 PG 30

Article III, Section 18a (9) Line 3 is hereby amended to read:

Homeowners Association, which may be reasonably necessary for the

Article III, Section 18b Line 18 is hereby amended to read:

conveyance of title to any Unit Purchaser, whichever shall first

Article III, Section 27a, Line 3 is hereby amended to read:

payments rather than by special assessments.

Article III, Section 27h, Lines 7 & 8, Page 23 is hereby amended to read:

except for claims for a pro rata share of such assessments or charges resulting from a pro rata re-allocation of such assessments

Article III, Section 27 -2 (Page 23) Line 4 is hereby amended to read:

and for (ii) determining the pro rata share of ownership of each

Article III, Section 29, Line 8 is hereby amended to read:

maintainable by Management Committee or Manager on behalf of the

Article III, Section 37, Line 1 is hereby amended to read:

37. Effective Date. This Declaration, any amendment or

IN WITNESS WHEREOF, the undersigned, Hallmark Brokerage, Inc., (John A. Riding - President and Cleo B. Mason - Secretary), being the Declarant, has caused this instrument to be executed and its seal to be affixed hereto on this 1st day of June 1993.

NOTARY

HALLMARK BROKERAGE, INC., DECLARANT

Residing

Commission Expires

12-11-93

John A. Riding - President

