

When Recorded, Return to:
Keith W. Meade
P.O. Box 11008
Salt Lake City, UT 84147-0008

9901565
11/07/2006 02:06 PM #23.00
Book - 9377 Pg - 3626-3632
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KEITH MEADE
PO BOX 11008
SALT LAKE CITY UT 84147
BY: KJE, DEPUTY - WI 7 P.

**AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE MARMALADE SQUARE CONDOMINIUMS**

THIS AMENDMENT is made to the Declaration of Condominium of the Marmalade Square Condominiums, originally recorded as Entry No.6838645 at Book 7854 at Pages 2951 through 3006 (the "Declaration").

The property affected by this amendment is located in Salt Lake County, State of Utah, and is more particularly described as follows:

Beginning at the Northwest Corner of Lot 3, Block 139, Plat "A", Salt Lake City Survey; said point of beginning being North 383.66 feet and 33.33 feet from a City Monument locating the intersection of 300 West and 600 North Street, said point being the East Right-of-Way line of 300 West Street and the true point of beginning and located N 00°03'25" W 330.30 feet from the Southwest corner of Block 139, Plat "A", Salt Lake City Survey; thence the following courses:

North 00°03'25" East, a distance of 123.86 feet; thence North 89°56'10" East, a distance of 495.00 feet; thence South 00°03'28" West, a distance of 289.01 feet; thence South 89°55'34" West, a distance of 165.00 feet; thence South 00°03'25" West, a distance of 165.14 feet; thence South 89°55'34" West, a distance of 49.50 feet; thence North 00°03'25" East, a distance of 99.09 feet; thence South 89°55'34" West, a distance of 60.50 feet; thence North 00°03'25" East, a distance of 36.03 feet; thence South 89°55'34" West, a distance of 130.00 feet; thence North 00°03'25" East, a distance of 30.03 feet; thence North 89°55'34" East, a distance of 75.00 feet; thence North 00°03'25" East, a distance of 165.24 feet; thence South 89°55'34" West, a distance of 165.00 feet to the true point of beginning.

Containing 3.03 acres, or 131,891 square feet.

(Tax Parcel Numbers: 08-362-09-001 through 08-362-09-101)

Except as expressly set forth hereinafter, the Declaration shall remain in full force and effect.

AMENDMENTS TO DECLARATION

The undersigned, the Owners of all of the Units in The Marmalade Square Condominiums do hereby approve and adopt the following Amendment to the Declaration:

1. Section 3.2 is **deleted** from the Declaration, and shall be **replaced with the following** provision:

3.2 The terms **Common Areas and Common Facilities** are used interchangeably. These Common Areas and Facilities shall include, but not necessarily be limited to, the distribution systems for all utilities to the Units or Common Areas, foundations, columns, guides, beams, supports, stairs, and stairways, the bearing structures of party walls, and all exterior walls, floor structures, and the roof of the structures. The Common Areas shall also include all of the all exterior walkways, breezeways (see last paragraph in this subpart below), curbs, sidewalks, parking areas, (except that 100 parking stalls will be assigned by the Declarant to specific units at the time of the initial conveyance of a unit, which stalls when assigned shall be treated as Limited Common Areas), driveways, sprinkling systems, the immediate pool area, all unassigned parking (which may be leased by the Association to Unit Owners on a first come first served basis or such other basis as the Association determines with rental income being the property of the Association), playground, and the wood frame building located South of Complex G (which is incorrectly depicted on the Maps as being a private area). (In some places on the recorded plat, the extended bedrooms on second floor units were inadvertently omitted and are shown as breezeways. The extended portion of these units are not a Common Area, and the boundary of these units shall be the existing wall.) The Common Areas and Common Facilities shall include a reasonable means of access to all Common Areas and Common Facilities. The Common Areas and Common Facilities shall be owned by the Homeowners Association for the common use and enjoyment of Unit Owners. The term Common Facilities also shall include all common utility services which might be obtained for the common benefit of the Units. Provided, however, that exterior windows and doors shall be the property of and the responsibility of the Unit Owners, who shall maintain those windows and doors in accordance with the materials and color guidelines of the Association.

Reference to **Limited Common Areas** shall mean those parking spaces assigned to a specific Unit at the time a Unit is first sold. Where patios have been or will be constructed by the Declarant in yards or other Common Areas

for the exclusive use of a single ground floor unit, those areas shall be treated as Limited Common Areas pursuant to U.C.A. § 57-8-10. Not all ground floor units may have patios. These Limited Common Areas, including their surrounding fences, if any, shall be maintained as Limited Common Areas, but shall be reserved for the exclusive use and enjoyment of the Units to which they are attached or assigned. The Declarant may agree to, but shall not be obligated by this Amended Declaration to construct or install a patio for a Unit. Not all Units will have a patio. Some of the area presently depicted on the Map as a gazebo area lying immediately west of the pool will be converted to patios that will become Limited Common Areas assigned to specific units.

Pursuant to Article 6.2.13, no Unit Owner may make any structural alteration, improvement or addition to any Common or Limited Common areas, including the patios affiliated with their Unit, if any. The right to use or ownership of Limited Common Areas may not be sold or transferred apart from the Unit.

The areas identified as laundry rooms on the Map have been eliminated, and pursuant to the unanimous agreement of the Marmalade Condominium Homeowners Association and the Declarant, have been added to adjoining units. A part of the consideration for this transfer was the addition of laundry connections in the units, and the elimination of the maintenance factor for this space. The spaces that were identified as laundry rooms on Sheets 4 of 5 of Record of Survey Map are no longer Common Areas or Common Facilities.

2. The following language is added to Article 4.2:

Each ground level Unit shall have the exclusive right to use the patio, if any, accessible from that Unit. Each Unit owner shall be responsible to keep their patio clean, and free from all items except those expressly permitted by the Homeowners Association. Unless and until the Association establishes these rules, only lawn furniture, gas grills, living plants, and operating bicycles may be kept on the patios. Patios may not be used for storage, and no charcoal grills may be used or kept on the patios. Cardboard boxes and motorcycles may not be kept on the patios.

3. Article 8.3 is amended to provide that the first annual meeting of the Association shall be held on the second Wednesday in December, 2007. Reference to the date December, 1998 is deleted.
4. The following sentence is added to Article 9.2:

Unit Owners shall be responsible to promptly repair and replace, at their separate expense, any broken glass in windows and exterior doors.

5. Article 18.1 is deleted in its entirety and replaced with the following:

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Amendment is recorded. After that time they shall be automatically extended for successive periods of ten (10) years. Except as otherwise provided in this Declaration, the provisions of this Declaration may be amended in a writing, which amendment shall be recorded and be effective upon recording.

6. Article 19.5.5 is deleted and replaced with the following:

No assessment shall commence or be due until the first day of the first month after the sale of the first unit to someone other than the Declarant or its affiliate. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner other than the Declarant or its affiliate, the maximum assessment shall not exceed ninety five dollars (\$95.00) per Unit per month. The Declarant shall not be required to pay full assessments on unsold and unoccupied Units during the first twelve month period after the first Unit is sold, those assessments being limited to fifty percent of the actual assessment. The Declarant may, as a condition of closing, recover up to three months prior assessments from a Buyer of such a unit. Notwithstanding the foregoing, any increase or modification of the regular annual assessment shall be subject to the following limitations: From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year by not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership; From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above five percent (5%) only by a vote of sixty-seven percent (67%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose; and the Board of Trustees may fix the annual assessment at an amount not in excess of the maximum. Any increase in any assessment by twenty five percent (25%) or more shall require the approval of eligible mortgage holders as set forth in Section 18.2, and 67% of the total number of members in each class.

7. Article 23 is deleted. The following Article 23 is added:

The name and address of the person appointed as the first agent to receive service of process in matters pertaining to the property is Bruce W. Manka, whose address is: c/o Fraidenburg & Associates, 6076 South 900 East, Suite 100, Salt Lake City, Utah 84121.


8. No change is made in any voting or percent allocations of undivided common areas as a result of these modifications to the Declaration.

In all other respects, the Declaration shall remain in full force and effect.

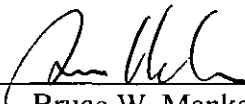
The forgoing Amendments were unanimously approved by the Association, all such votes currently being held by the undersigned Declarant.

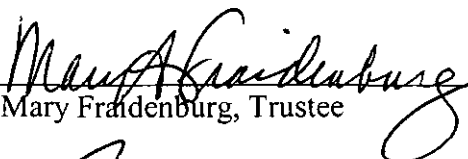
Dated: November 1, 2006


Marmalade Square Condominiums, L.L.C.
By: Pioneer Valley Apartments, L.L.C., its Manager

By: 
Bruce W. Manka, Manager of
Pioneer Valley Apartments, L.L.C.

Marmalade Square Condominium
Homeowners Association, a Utah
non-profit corporation

By: 
Bruce W. Manka, Trustee

By: 
Mary Fraidenburg, Trustee

By: 
David Fraidenburg, Trustee

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

SUBSCRIBED AND SWORN to before me this 1st day of November, 2006, by Bruce W. Manka who duly acknowledged before me that he is the Manager of Pioneer Valley Apartments, L.L.C., which is the managing member of Marmalade Square Condominiums, L.L.C (the "Company") and is duly authorized to sign this instrument on behalf of and with the authority of said Company, and that the Company signed the same.

Keith W. Meade

Notary Public
Residing at: _____
My Commission Expires: _____

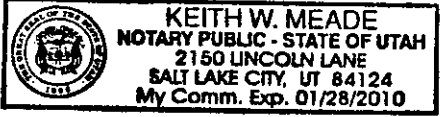


STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

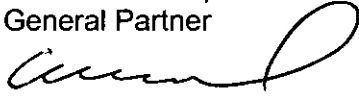
SUBSCRIBED AND SWORN to before me this 1 day of November, 2006, by Bruce W. Manka who duly acknowledged before me that he is a Trustee of the Marmalade Square Condominium Homeowners Association, a Utah non-profit corporation and is duly authorized to sign this instrument on behalf of and with the authority of the Marmalade Square Condominium Homeowners Association, and that Marmalade Square Condominium Homeowners Association signed the same.

Keith W. Meade

Notary Public
Residing at: _____
My Commission Expires: _____



Approved by Mortgage Holder:
OWENS MORTGAGE INVESTMENT FUND,
a California limited partnership
BY: Owens Financial Group, Inc.,
a California corporation
ITS: General Partner

BY: 
William E. Dutra
ITS: Senior Vice President

STATE OF CALIFORNIA

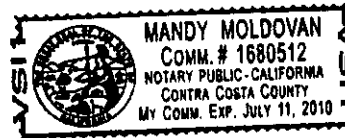
COUNTY OF CONTRA COSTA

On this 2nd day of November in the year of 2006, before me,

Mandy Moldovan, a Notary Public, personally appeared William E. Dutra personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 
NOTARY PUBLIC



Residing at: _____
My Commission Expires: _____