

**FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR EMPIRE RESIDENCES**

**Summit County, Utah**

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THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR EMPIRE RESIDENCES (the "First Amendment") is dated the 10 day of APRIL 2020. It is made by Empire Residences, LLC, a Utah limited liability company ("Declarant").

**RECITALS:**

A. On August 31, 2018, the Declarant recorded with the Recorder of Summit County, Utah, that certain Declaration of Condominium for Empire Residences, as Entry No. 01097705, in Book 2477, at Page 0748 (the "Declaration"), covering the real property situated in Summit County, Utah, referred to in the Declaration as the Property and more particularly described as follows:

Lot 3 Village at Empire Pass North Subdivision, according to the official plat recorded January 23, 2018, as Entry No. 1085414 in the Summit County Recorder's Office.

Tax Serial No. VEPNS-3

B. On August 31, 2018, in connection with the recording of the Declaration, the Declarant also recorded that certain Plat of Empire Residences LLC, a Utah Condominium Project, as Entry No. 01097704, in the Summit County Recorder's Office (the "Plat").

C. Pursuant to Section 19.2 of the Declaration, the Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. As of the date of this First Amendment, the Declarant has not sold any of the Units that are subject to the Declaration.

NOW, THEREFORE, DECLARANT hereby declares, covenants and agrees as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Master Declaration. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

**2. Section 2.9 is hereby deleted in its entirety and replaced with the following:**

2.9 "Common Area Manager" shall mean the person, firm or company designated by the Association to manage, in whole or in part, the affairs of the Association and the Common Areas and Facilities excluding the operation of the Units.

**3. Section 3.2 is hereby deleted in its entirety and replaced with the following:**

3.2 The initial improvements will consist of one (1) freestanding multi-story residential Building containing nineteen (19) Units, excluding the Employee Unit and the ADA Unit. The Building's parking level and level 1 will be of cast in place post-tension concrete construction. Levels 2 through 6 shall be steel and wood framing. The roofs will be flat and sloped, with asphalt or other type of fire-resistant construction. Exteriors will be of natural stone and wood siding. The Building will be supplied with telephone, cable or satellite television, fiber optic connections, electricity, natural gas, water, and sewer service.

**4. Section 4 is hereby deleted in its entirety and replaced with the following:**

The boundary lines of each Unit are as set forth on the Plat and consist of enclosed rooms bounded by the unfinished perimeter walls, ceilings, floors, doors, and windows thereof. The Units shall include any drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames, shutters, doors and door frames. A Unit shall also include any fireplace or stove hearth, facing brick, tile or firebox. A Unit shall further include fixtures and hardware and all improvements attached to or contained within the unfinished perimeter walls, ceilings, and floors. A Unit shall include any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air-conditioning, hot and cold water, electrical, audio-visual services, internet or other utility services to the Unit and located within the unfinished perimeter walls, ceilings, and floors; provided, however, that a Unit shall not include any of the structural components of the Building or utility or service lines located within the Unit but serving more than one Unit. It is anticipated that the electricity and natural gas shall be separately metered to each Unit and that electricity provided to parking stalls may be separately metered, but that the cost of all other utilities is included in the Common Expenses; provided, however, that Declarant or the Association may install sub-meters or separately measure utility usage in the future, in which case each Owner shall pay the actual cost of his, her or its utility usage. For purposes of this Declaration, the term "unfinished perimeter wall" means the interior surfaces of the studs, supports, and other wooden, metal, or similar structural materials which constitute the interior face of a wall of a Unit. The Plat and/or Exhibit A hereto contain the Unit Number of each Unit in the Project.

**5. Section 5.3 is hereby deleted in its entirety and replaced with the following:**

The Declarant or an entity designated by the Declarant ("Declarant Designated Entity") shall be the Owner of the Employee Unit and shall own and manage it subject to the Deed Restriction. The Declarant or Declarant Designated Entity may, consistent with the terms of the Deed Restriction, sell or transfer ownership of the Employee Unit. For such period the Declarant or Declarant Designated Entity owns the Employee Unit, no assessments shall be assessed for the Employee Unit and no voting rights shall exist in relation to the Employee Unit. Upon the Declarant or Declarant Designated Entity's sale or transfer of the Employee Unit, the Owner of the Employee Unit shall pay assessments and may vote consistent with the terms of this Declaration and the Bylaws based upon the reduced Par Value of the Employee Unit as provided in Section 6.3.

**6. Section 6.3 is hereby deleted in its entirety and replaced with the following:**

6.3 The undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project is based upon the Par Value of such Unit, which is determined by the number of points allocated to each Unit. In determining the Par Value of each Residential Unit, there shall be one (1) point allocated to each square foot. In determining the Par Value of the Employee Unit, there shall be one-tenth (0.1) point allocated to each square foot. Because the Employee Unit is subject to covenants and restrictions limiting the manner in which it may be occupied and sold, the Employee Unit has a lower Par Value than the Residential Units. The percentage of undivided interest in the Common Areas and Facilities appurtenant to each Unit shall be determined by dividing the number of points allocated to that Unit by the total number of points allocated to all Units in the Project, as set forth in attached Exhibit A. In accordance with the provisions of the Act, the statement of Par Value shall not be considered to reflect or control the sales price or fair market value of any Unit. Accordingly, no opinion, appraisal or market transaction may affect the Par Value of any Unit. Except as otherwise provided in this Declaration or the Act, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered. The sum of the undivided interests in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent (100%). Declarant is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent (100%).

**7. Declarant hereby amends the Declaration and adds the following new Section 35:**

**35. TALISKER CLUB MEMBERSHIP.**

With the exception of the Owner of the Employee Unit, each original Owner of a Unit shall have the duty and obligation to purchase a membership in the Talisker Club ("Club") as set forth in their respective Real Estate Purchase Contract or equivalent purchase agreement for the Unit. Owner shall apply for and purchase a membership in the Club within thirty (30) days of receiving title in the Unit. Owner shall provide to Declarant and to the Association proof that Owner has timely applied for and purchased a membership in the Club consistent with the

requirements and obligations imposed upon the Association, the Development, and the Unit. Failure to purchase a membership in the Club consistent with the requirements and obligations imposed upon the Association, the Development, and the Unit shall constitute a failure to comply with the provisions of this Declaration addressable through Sections 20 and 25 of the Declaration, as well as any other remedy provided by law or by the Governing Documents of the Association. The Association makes no representations or warranties of any kind regarding the Club, including but not limited to initial cost of membership, annual dues, the suitability of memberships, club structure, access to amenities, financial condition, or any restrictions on use or ownership that may apply. The Owner waives any claims against the Association with respect to the Club.

8. **Exhibit A is hereby deleted in its entirety and replaced with the following:**

See Exhibit A attached hereto and incorporated herein by reference.

9. **Exhibit B is hereby deleted in its entirety and replaced with the following:**

See Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration of Condominium for Empire Residences, as of the day first above written.

EMPIRE RESIDENCES, L.L.C., a Utah limited liability company

By: TCC EMPIRE, LLC, its manager

By: 

F. Lynn Padan, Manager of TCC Empire, LLC

STATE OF UTAH                    )  
  : ss.  
COUNTY OF Summit            )

On the <sup>10</sup>9<sup>th</sup> day of April, 2020, personally appeared before me F. Lynn Padan, the Manager of TCC Empire, LLC, a Utah limited liability company, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same and was duly authorized to do so.



  
NOTARY PUBLIC

**EXHIBIT A**  
**Schedule of Units, Square Footage,**  
**Votes and Undivided Interests in Common Areas**

<b>Unit Identifying Number</b>	<b>Approx. Sq. Footage of Unit</b>	<b>No. of Par Value Points Per Unit</b>	<b>No. of Votes Per Unit</b>	<b>Percent of Undivided Interest per Unit<sup>1</sup></b>
Unit 100 (ADA)	447	0	0	0
Unit 101 (EHU)	880	88	1	0.18
Unit 103	1169	1169	12	2.38
Unit 104	2,532	2,532	25	5.16
Unit 201	2,190	2,190	22	4.46
Unit 202	2,350	2,350	24	4.79
Unit 203	2,270	2,270	23	4.62
Unit 204	2,580	2,580	26	5.26
Unit 301	2,190	2,190	22	4.46
Unit 303	2,878	2,878	29	5.86
Unit 304	2,584	2,584	26	5.26
Unit 401	2,190	2,190	22	4.46
Unit 402 + Lower	3,418	3,418	34	6.96
Unit 403	2,878	2,878	29	5.86
Unit 404 + Loft	3,630	3,630	36	7.4
Unit 501	2,190	2,190	22	4.46
Unit 502	2,350	2,350	24	4.79
Unit 503	2,270	2,270	23	4.62
Unit 601 + Loft	3,023	3,023	30	6.16
Unit 602+ Loft	3,229	3,229	32	6.58
Unit 603+ Loft	3,077	3,077	31	6.27
<b>Total</b>	<b>49,878</b>	<b>49,086</b>	<b>493</b>	<b>100%</b>

1. May total slightly more or less than 100% due to rounding. Other effects of rounding may also be present in the table.

## EXHIBIT B

**Schedule Identifying the Specific Storage Areas, Ski Lockers, and Parking Spaces compromising a component of the Limited Common Areas and Facilities that are designated for the exclusive use of the Owners of designated Units.**

Unit	Parking	Storage Unit	Ski Locker
Unit 100 (ADA)	P-20	-	SL-16
Unit 101 (EHU)	P-13, P-16, P-17	SU-13, SU-17, SU-31	SL-17
Unit 103	P-01	SU-01	SL-08
Unit 104	P-09	SU-09	SL-11
Unit 201	P-04	SU-04	SL-03
Unit 202	P-30	SU-30	SL-04
Unit 203	P-14	SU-14	SL-09
Unit 204	P-24	SU-24	SL-18
Unit 301	P-27	SU-27	SL-01
Unit 303	P-23	SU-23	SL-06
Unit 304	P-22	SU-22	SL-10
Unit 401	P-25	SU-25	SL-13
Unit 402	P-02	SU-02	SL-14
Unit 403	P-06	SU-06	SL-21
Unit 404	P-10	SU-10	SL-15
Unit 501	P-28	SU-28	SL-19
Unit 502	P-29	SU-29	SL-05
Unit 503	P-03	SU-03	SL-20
Unit 601	P-05	SU-05	SL-02
Unit 602	P-26	SU-26	SL-07
Unit 603	P-21	SU-21	SL-12