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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JAMES R BLAKESLEY  
1305 N COMMERCE DR STE 230  
SARATOGA SPRINGS UT 84045  
BY: ZJM, DEPUTY - MI 8 P.

WHEN RECORDED RETURN TO:  
James R. Blakesley  
Attorney at Law  
1305 N. Commerce Drive, Suite 230  
Saratoga Springs, Utah 84045  
(801) 766-1968  
E-Mail: jim@blakesleylaw.com

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**SEVENTH AMENDMENT TO DECLARATION OF ESTABLISHMENT OF BASIC  
PROTECTIVE RESTRICTIONS, LIMITATION, CONDITIONS, COVENANTS,  
RESERVATIONS, LIENS, AND CHARGES  
FOR  
CITYCREST CONDOMINIUM**

This SEVENTH AMENDMENT TO DECLARATION OF ESTABLISHMENT OF BASIC PROTECTIVE RESTRICTIONS, LIMITATIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, AND CHARGES FOR CITYCREST CONDOMINIUM (the "Seventh Amendment") is made and executed by the CITYCREST HOMEOWNERS ASSOCIATION, INC. of 131 East First Avenue, P. O. Box 102, Salt Lake City, UT 84103 (the "Association").

**RECITALS**

A. The DECLARATION OF ESTABLISHMENT OF BASIC PROTECTIVE RESTRICTIONS, LIMITATIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIENS, AND CHARGES FOR CITYCREST CONDOMINIUM was recorded in the office of the County Recorder of Salt Lake County, Utah on December 13, 1978 as Entry No. 3167371 in Book 4738 at Page 912 of the official records (the "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. All of the voting requirements of Article XIV(a) of the Declaration to amend the Declaration have been satisfied.

D. The Association is the managing agent of the Owners of the Property.

E. The Owners desire to prevent CITYCREST CONDOMINIUM from assuming the character of an apartment-renter occupied complex, to make it clear that the leasing restrictions do not apply to occupancy by owner's immediate family, to define when a long-term guest (roommate) becomes a resident subject to leasing and parking restrictions, to set forth the maximum occupancy requirements, and to preclude new owners from buying a unit and immediately petitioning the Board of Governors for a hardship exemption to lease their unit.

## AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this Seventh Amendment for, in behalf of, and for the benefit of all of the Unit Owners.

1. The Declaration is hereby amended to add the following definitions:

**“GUEST”** is a person who visits a Unit Owner or Lessee and/or occupies, with the permission of the Owner/Lessee, a unit for part of or more than one day.

**“IMMEDIATE FAMILY MEMBER”** includes and is limited to Spouse, Live-in Partner; Children, Siblings, Grandchildren and their respective spouses; Parents; and Grandparents.

**“RESIDENT GUEST”** is any GUEST, other than a member of the Owner’s immediate family, who occupies a unit on an overnight basis in excess of THIRTY (30) days, either consecutive or non-consecutive, in a TWELVE (12) month period.

2. Article IV of the Declaration is hereby amended to add the following provisions:

Unit Owners must submit a prior lease application for each Resident Guest or Lessee for Board of Governor approval subject to all lease limitations as elsewhere provided herein.

Resident Guests and Unit Owners are not allowed to use guest parking for their personal vehicles without written Manager approval. Guest parking is for Guests only.

Occupancy limits for all units would be no more than a maximum of two persons per bedroom.

The Board of Governors shall be empowered to allow up to twenty (20%) percent of the Units in the Project to be leased, to be Non-Owner Occupied or have Resident Guests. Any owner who intends to lease his Unit or to allow a resident guest to occupy the unit shall submit prior a written application to the Board of Governors requesting permission to do so, which consent shall not be unreasonably withheld so long as no more than six (6) combined units may be leased, or Non-Owner Occupied or have Resident Guests. No unit may be leased or have resident guests without the prior written consent of the Board of Governors.

Hardship exemptions are not available to Unit Owners who have owned their unit for less than twelve (12) months.

3. It is expressly agreed that this Seventh Amendment is supplemental to the Declaration, as heretofore supplemented and amended, which is by reference made a part hereof, and all the terms, conditions, covenants, and restrictions thereof, unless specifically modified herein, are to

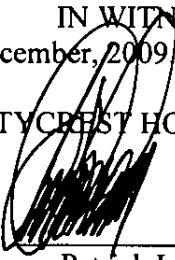
apply to this Seventh Amendment and are made a part of this Seventh Amendment as though they were expressly rewritten, incorporated, and included herein.

4. In the event of any conflict, incongruity, or inconsistency between the provisions of the Declaration, as heretofore supplemented and amended, and this Seventh Amendment, the latter shall in all respects govern and control.

5. The effective date of this Seventh Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.


IN WITNESS WHEREOF, the Association has executed this instrument the \_\_\_ day of December, 2009

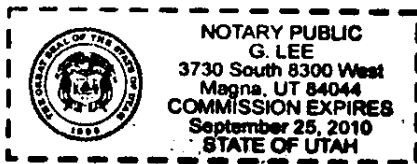
CITYCREST HOMEOWNERS ASSOCIATION, INC.

By   
Name: Patrick Lawrence  
Title: President

STATE OF UTAH                    )  
  )ss:  
COUNTY OF SALT LAKE        )

On the 16<sup>th</sup> day of December, 2009, personally appeared before me Patrick Lawrence, who by me being duly sworn, did say that s/he is the President of the CITYCREST HOMEOWNERS ASSOCIATION, INC., and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Governors, and said Patrick Lawrence duly acknowledged to me that said Association executed the same.

  
NOTARY PUBLIC  
Residing At: Salt Lake City, UT  
Commission Expires: Sept 25, 2010



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**CITYCREST CONDOMINIUM**

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

<p><b>Scenario A</b></p> <p>Owner + Partner + Multiple Combinations of Children, Parents, Grandparents</p>	<p><b>Result</b></p> <p>Permitted - Owner + Partner + Immediate Family Subject to Occupancy Limits</p>	<p><b>Comment</b></p> <p>Broad definition of single family</p>
<p><b>Scenario B</b></p> <p>Owner + One Related or One Unrelated Partner</p>	<p><b>Result</b></p> <p>Permitted - Broad Definition Single Family</p>	<p><b>Comment</b></p> <p>Loran may have enforced a stricter definition of single-family occupancy that limited occupancy to related parties. An allowance was made for two unrelated persons who were both owners.</p>
<p><b>Scenario C</b></p> <p>Owner + A Roommate Who Pays Rent - Not a Live-In Partner Or Immediate Family</p>	<p><b>Result</b></p> <p>Not Permitted Owner Can Not Rent Part of Unit.</p>	<p><b>Comment</b></p> <p>CityCrest Second Amendment dated 12/3/1987 - Lease of Units prohibits renting out rooms to roommates <i>A Unit Owner may not lease less than the entire unit....</i> An owner could claim that renter is in fact a partner and this would be allowed under a broad single-family defn.</p>
<p><b>Scenario D</b></p> <p>Owner + One Related or One Unrelated Partner + a 3rd Person who is not an immediate family member Owner + Partner + An Unrelated Third Person</p>	<p><b>Result</b></p> <p>Not Permitted Not A Single Family</p>	<p><b>Comment</b></p> <p>Not allowed to have three unrelated occupants (group residence). An owner could have an unrelated live-in partner. A third unrelated person who is not part of owner's immediate family would exceed CityCrest's single-family restriction.</p>

**CityCrest Condominiums  
Amendment to Restrict Rentals**

		<u>YES</u> Signed <u>Ballot</u>	<u>NO</u> Signed <u>Ballot</u>
101	Bryan Smith		
301	Cole Adams		
302	Coleen Breeze	<b>X</b>	
303	Joan Hahl	<b>X</b>	
304	Fred Liljegren	<b>X</b>	
305	Christopher Krause		
306	Paul and Shela Brooks	<b>X</b>	
401	Joyce Dalton	<b>X</b>	
402	Joe Taylor		
403	Marion Lawrence	<b>X</b>	
404	James Baird	<b>X</b>	
405	Wayne C. Snarr	<b>X</b>	
406	William Knighton	<b>X</b>	
501	Chris Hyer		
502	Sharon Gollaher	<b>X</b>	
503	Evelyn Geigle	<b>X</b>	
504	Samuel Mellos	<b>X</b>	
505	Maxine Marcusen	<b>X</b>	
506	Sharon Thompson	<b>X</b>	
601	Howard Frandsen	<b>X</b>	
602	Richard Nourse	<b>X</b>	
603	Pat Lawrence	<b>X</b>	
604	Tom Butler	<b>X</b>	
605	Robert Bazyk	<b>X</b>	
606	David Berrett		
701	David Ulrich	<b>X</b>	
702	David Moore John Starks	<b>X</b>	
703	Richard Ulrich	<b>X</b>	
704	Robert Ralphs	<b>X</b>	
705	D. Lee Tobler	<b>X</b>	
706	Gary and Kathy Couillard	<b>X</b>	
<b>TOTAL</b>		<b><u>25</u></b>	<b>80.65%</b>



**Lot and Parcel Numbers for CITY CREST CONDO**

Block / Building	Type	Lot / Quarter	Parcel Number	Obsolete?
	P	1	9313780330000	N
	P	2	9313780340000	N
	P	3	9313780350000	N
	P	4	9313780360000	N
	P	5	9313780370000	N
	P	6	9313780380000	N
	P	7	9313780390000	N
	P	8	9313780400000	N
	P	9	9313780410000	N
	P	10	9313780420000	N
	P	11	9313780430000	N
	P	12	9313780440000	N
	P	13	9313780450000	N
	P	14	9313780460000	N
	P	15	9313780470000	N
	P	16	9313780480000	N
	P	17	9313780490000	N
	P	18	9313780500000	N
	P	19	9313780510000	N
	P	20	9313780520000	N
	P	21	9313780530000	N
	P	22	9313780540000	N
	P	23	9313780550000	N
	P	24	9313780560000	N
	P	25	9313780570000	N
	P	26	9313780580000	N
	P	27	9313780590000	N
	P	28	9313780600000	N
	P	29	9313780610000	N
	P	30	9313780620000	N
	P	31	9313780630000	N
	P	32	9313780640000	N
	P	33	9313780650000	N
	P	34	9313780660000	N
	P	35	9313780670000	N
	P	36	9313780680000	N
	P	37	9313780690000	N
	P	38	9313780700000	N
	P	39	9313780710000	N
	P	40	9313780720000	N
	P	41	9313780730000	N

	P	42	9313780740000	N
	P	43	9313780750000	N
	P	44	9313780760000	N
	P	45	9313780770000	N
	P	46	9313780780000	N
	P	47	9313780790000	N
	P	48	9313780800000	N
	P	49	9313780810000	N
	P	50	9313780820000	N
	P	51	9313780830000	N
	P	52	9313780840000	N
	U	101	9313780020000	N
	U	301	9313780030000	N
	U	302	9313780040000	N
	U	303	9313780050000	N
	U	304	9313780060000	N
	U	305	9313780070000	N
	U	306	9313780080000	N
	U	401	9313780090000	N
	U	402	9313780100000	N
	U	403	9313780110000	N
	U	404	9313780120000	N
	U	405	9313780130000	N
	U	406	9313780140000	N
	U	501	9313780150000	N
	U	502	9313780160000	N
	U	503	9313780170000	N
	U	504	9313780180000	N
	U	505	9313780190000	N
	U	506	9313780200000	N
	U	601	9313780210000	N
	U	602	9313780220000	N
	U	603	9313780230000	N
	U	604	9313780240000	N
	U	605	9313780250000	N
	U	606	9313780260000	N
	U	701	9313780270000	N
	U	702	9313780280000	N
	U	703	9313780290000	N
	U	704	9313780300000	N
	U	705	9313780310000	N
	U	706	9313780320000	N
	U	AREA	9313780010000	N