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10/04/1999 04:30 PM 51.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SURETY TITLE  
BY: ZJM, DEPUTY - WI 6 P.

WHEN RECORDED, PLEASE MAIL TO:

Robert A. McConnell  
PARR WADDOUPS BROWN GEE & LOVELESS  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111-1537

**FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR CRESCENT HEIGHTS CONDOMINIUMS**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESCENT HEIGHTS CONDOMINIUMS (the "Amendment") is entered into this 24~~th~~ day of September, 1999 by Crescent Heights, L.L.C., a Utah limited liability company ("Declarant"), LW Properties, Ltd., a Utah limited partnership ("LW Properties"), and Bonnie Jean H. Shoemaker ("Shoemaker").

**RECITALS**

A. Whereas Declarant executed and caused to be recorded that certain Declaration of Condominium for Crescent Heights Condominiums (the "Declaration"), dated Aug. 12, 1999 and caused the same to be recorded in the office of the Salt Lake County Recorder on Sept. 1, 1999 as Entry No. 7457332 in Book 8306 at Page 6253; and

B. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A hereto to the provisions of the Act; and

C. Whereas Section 18.03 of the Declaration provides that the Declaration may be amended by the Owners at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units; and

D. Whereas the Declarant, LW Properties, Ltd. and Shoemaker are all of the Owners of Units within the Condominium Project and represent one hundred percent (100%) of the votes allocated to all Units; and

E. Whereas Declarant, LW Properties, Ltd. and Shoemaker desire to amend the Declaration as stated herein

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other good and valuable consideration, the parties hereto agree as follows:

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**AMENDMENT**

1. Article X of the Declaration is hereby amended to include the following Section 10.19:

10.19 Notification of Allowed Smoking and Indemnification.

Smoking is allowed in the Units and tobacco smoke may drift from one Unit into another and each Owner is hereby informed and acknowledges by purchasing said Owner's Unit that such drifting may occur. Each Owner shall contain tobacco smoke created within such Owner's Unit within the Owner's Unit and shall install at such Owner's sole cost and expense, such air filtration systems as are necessary to contain such smoke and the odors created thereby to such Owner's Unit. Each Owner shall indemnify and hold Declarant and the Association harmless from and against any and all liabilities, obligations, claims, debts, demands, suits, costs, attorneys' fees, expenses, actions and causes of action of any kind or nature whatsoever, in law or equity, arising out of or in any way relating to such Owner's violation of the covenants, conditions and restrictions stated in this Article X, including, without limitation, any liability, claim demand or action arising out the failure of such Owner to contain tobacco smoke within such Owner's Unit.

2. Section XVI of the Declaration is hereby amended to include the following Section 16.08:

16.08. Mortgagee Rights in Insurance or Condemnation Proceeds Unaffected.

Notwithstanding any other provision contained herein to the contrary, this Declaration shall not be deemed to give an Owner, or any other party, priority over the rights of a First Mortgagee, with respect to a Condominium Unit in which it has an interest, upon payment to an Owner of insurance proceeds or condemnation awards for losses to or a taking of said Owner's Condominium Unit and/or with respect to said Owner's interest in the Common Elements.

3. To the extent the terms of this Amendment modify or conflict with any provisions of the Declaration, the terms of this Amendment shall control. All other terms of the Declaration not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the unless a contrary intent is clearly implicated.

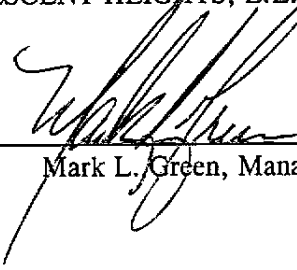
[Signatures appear on the following page.]

BNOK 8313PP8430

ENTERED INTO AND AGREED TO on the date first set forth above.

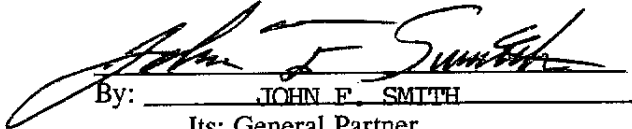
"Declarant"

CRESCENT HEIGHTS, L.L.C.

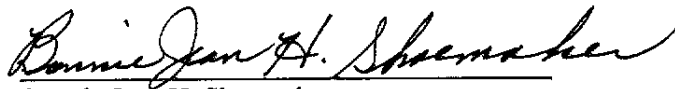
By:   
Mark L. Green, Managing Partner

"LW Properties"

LW PROPERTIES, LTD.

By:   
JOHN F. SMITH  
Its: General Partner

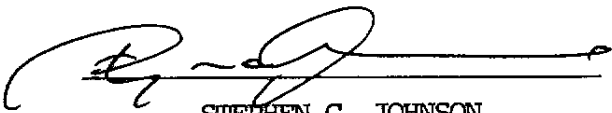
"Shoemaker"

  
Bonnie Jean H. Shoemaker

AGREEMENT AND CONSENT OF LIENHOLDER:

Bank of Utah, as the holder of a lien affecting the above-referenced Land, hereby agrees and consents to this Amendment to the Declaration.

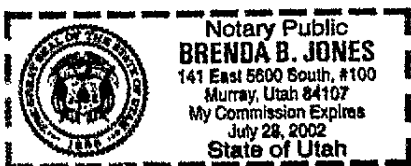
BANK OF UTAH

By:   
STEPHEN C. JOHNSON  
Its: SR. VICE-PRESIDENT  
Mortgage Banking Dept.

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

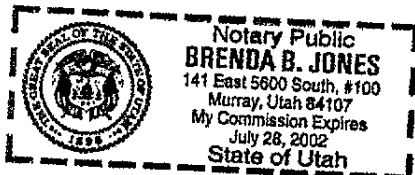
On this 24<sup>th</sup> day of September, 1999, personally appeared before me Mark L. Green, who acknowledged himself to be the Managing Partner of Crescent Heights, L.L.C., a Utah limited liability company, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



Brenda B. Jones  
Notary Public

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

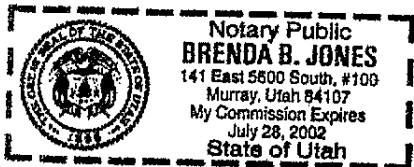
On this 24<sup>th</sup> day of September, 1999, personally appeared before me John F. Smith, who acknowledged himself to be the General Partner of LW Properties, Ltd., a Utah limited partnership, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



Brenda B. Jones  
Notary Public

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

On this 24<sup>th</sup> day of September, 1999, personally appeared before me Bonnie Jean H. Shoemaker, who acknowledged that she executed the foregoing instrument for the purposes therein contained, by signing the same.

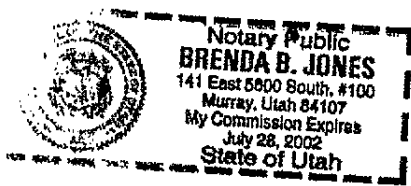


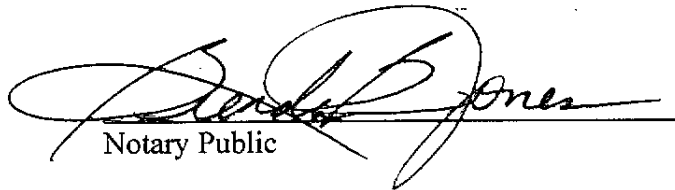
Brenda B. Jones  
Notary Public

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

On this 27th day of September, 1999, personally appeared before me STEPHEN C. JOHNSON, who acknowledged himself to be the SR. VICE-PRESIDENT of Bank of Utah, a National Association, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.



  
Notary Public

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Exhibit A  
to  
First Amendment to  
Declaration of Condominium  
for  
Crescent Heights Condominiums  
  
(Legal Description of the Land)

A part of the Northeast Quarter of Section 19, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Sandy City, Salt Lake County, Utah:

Beginning at a point on the West line of 700 East Street being 59.79 feet South  $0^{\circ}04'20''$  West and 70.11 feet North  $89^{\circ}46'10''$  West from the Northeast Corner of said Section 19; said West line is 53.0 feet perpendicularly distant Westerly from the centerline of said street; thence South  $0^{\circ}13'50''$  West 625.20 feet along said West line to a point on an existing boundary line fence; thence North  $89^{\circ}41'06''$  West 390.16 feet along said fence; thence North  $0^{\circ}04'20''$  East 645.82 feet to the Southerly line of 11000 South Street; said Southerly line is 40.0 feet perpendicularly distant Southerly from the centerline of said 11000 South Street; thence South  $89^{\circ}35'40''$  East 371.94 feet along said Southerly line; thence South  $44^{\circ}41'10''$  East 28.33 feet to the point of beginning.

Contains 252,224 sq. ft. or 5.790 acres

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