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WHEN RECORDED, PLEASE MAIL TO:

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PARR WADDOUPS BROWN GEE &
185 S STATE #1300 LOVELESS
SLC UT 84111-1536
BY: RDJ, DEPUTY - WI 13 P.

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

THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESCENT HEIGHTS CONDOMINIUMS (the "Amendment") is entered into this 10th day of August, 2001 by CRESCENT HEIGHTS CONDOMINIUMS, L.L.C., a Utah limited liability company ("Declarant"), and CRESCENT HEIGHTS CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation ("Association"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Declarant executed and caused to be recorded that certain Declaration of Condominium for Crescent Heights Condominiums (the "Declaration"), dated August 12, 1999 and caused the same to be recorded in the office of the Salt Lake County Recorder on September 1, 1999 as Entry No. 7481525 in Book 8306 at Page 6253 (the "Declaration");

B. Whereas Declarant, LW Properties, Ltd. and Bonnie Jean H. Shoemaker executed and caused to be recorded that certain First Amendment to Declaration of Condominium for Crescent Heights Condominiums (the "Declaration"), dated September 24, 1999 and caused the same to be recorded in the office of the Salt Lake County Recorder on October 4, 1999 as Entry No. 7481525 in Book 8313 at Page 8429 (the "First Amendment");

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

D. 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

E. Whereas the Declarant and the Association, acting on behalf of Unit Owners representing, in total, more than sixty-seven percent (67%) of the votes allocated to all Units, desire

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to amend the Declaration as stated herein in order to comply with provisions established by the United States Department of Housing and Urban Development ("HUD").

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 4.04 is deleted in its entirety and replaced with the following:

Section 4.04 Books and Records.

The Management Committee, or manager, if any, shall keep detailed, accurate records in chronological order, of receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses and any other expenses incurred. Upon request, the Association shall allow Owners, Mortgagees and their respective agents, any insurer of a First Mortgage, and prospective purchasers of any Condominium Unit to inspect current copies of the Association Documents and the books, records, budgets and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials. Upon written request from any agency or corporation that has an interest or prospective interest in any Condominium Unit, the Management Committee shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

Section 6.03 is deleted in its entirety and replaced with the following:

Section 6.03 Declarant Control Period.

(a) Subject to the terms and conditions of paragraphs 6.03(b) and (c) below, but notwithstanding anything else to the contrary contained in this Declaration or in any other Association Document, Declarant shall have the exclusive right to appoint and remove all Directors and Officers during the Declarant Control Period. The phrase "Declarant Control Period" means the period commencing on the date on which this Declaration is Recorded, and ending on the first to occur of the following:

(i) four (4) years from the date that the Declaration is Recorded; or

(ii) the date upon which Units representing seventy-five percent (75%) of the total Interests in the General Common Elements have been conveyed to Purchasers, or after all Additional Land has been added to the Condominium Project and all Convertible Land has been converted, whichever last occurs, but in no event beyond one hundred twenty (120) days after Units representing seventy-five percent (75%) of the total Interests in the General Common Elements have been conveyed to Purchasers.

(b) Declarant may voluntarily surrender its right to appoint and remove Officers and Directors prior to the expiration of the Declarant Control Period, but, in that event, Declarant may require, for the remainder of the Declarant Control Period, that specific actions of the Association

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or the Management Committee, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

(c) During the thirty (30)-day period immediately preceding the date on which the Declarant Control Period expires, the Owners shall elect a Management Committee of three (3) Directors as set forth in Section 6.01 above, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant. Such Directors shall take office upon election.

(d) No management contract, lease of recreational or parking areas or facilities, employment contract, or any other contract or lease designed to benefit the Declarant which was (i) executed by or on behalf of the Association or the Unit Owners as a group or (ii) to which Declarant is a party shall be binding after the expiration of the Declarant Control Period unless renewed or ratified by the consent of a Majority of the votes in the Association. For purposes of this Section 6.03(d) only, Declarant shall include any person or entity that controls, is controlled by, or is under common control with, Declarant. A person or entity shall be deemed to control Declarant if that person or entity (i) is a general partner, officer, director, or employee of Declarant; (ii) directly or indirectly or acting in concert with one or more persons, or through one or more subsidiaries, owns, controls, or holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting shares of Declarant; (iii) controls in any manner the election of a majority of the directors of the Declarant; or (iv) has contributed more than twenty percent (20%) of the capital of Declarant. A person or entity shall be deemed to be controlled by Declarant if Declarant (i) is a general partner, officer, director, or employee of that person or entity; (ii) directly or indirectly or acting in concert with one or more persons or through one or more subsidiaries, owns, controls, or holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting share of that person or entity; (iii) controls in any manner the election of a majority of the directors of that person or entity; or (iv) has contributed more than twenty percent (20%) of the capital of that person or entity.

Section 7.10 is deleted in its entirety and replaced with the following:

Section 7.10 Estoppel Certificates; Notices to Mortgagees.

(a) The Association shall furnish to an Owner or such Owner's designee or to a Mortgagee or its designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the Association's registered agent, and payment of a reasonable fee not to exceed the amount provided for in the Act, a statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit. The statement shall be furnished within ten (10) calendar days after receipt of the request and is binding on the Association, the Management Committee and every Owner in favor of all Persons who rely upon such statement in good faith. If no statement is furnished to the Owner, the Mortgagee or their designee, delivered personally or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert the priority of its Assessment Lien upon the Unit for unpaid Assessments which were due as of the date of the request.

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(b) If a First Mortgagee, insurer of a First Mortgage, or guarantor of a First Mortgage delivers to the Association a written request for notice of unpaid Assessments levied against a Unit subject to a First Mortgage held by that First Mortgagee, the Association shall report to such requesting party any unpaid Assessments levied against such Unit that remain unpaid for more than sixty (60) days after the same shall have become due. The First Mortgagee, insurer of a First Mortgage, or guarantor of a First Mortgage may pay any such unpaid Assessment, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such First Mortgagee, insurer, or guarantor shall have a lien on the Unit for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

Section 10.04 is deleted in its entirety and replaced with the following:

Section 10.04 Use of Units.

(a) An Owner of a Unit may use such Unit only as a permanent or vacation single-family residence (as "family" is defined from time to time in the zoning ordinances of Sandy City, Utah) for itself and its Guests. No Owner of a Unit shall conduct any business, profession, occupation, or trade from its Unit; provided that this Declaration does not prohibit an Owner from leasing or renting such Owner's Unit to others so long as the use of such Unit complies with the provisions of this Declaration, the Act, and other applicable laws and ordinances. No Unit shall be used for conducting the business of the rental of other Units. Any lease of a Unit shall be in writing and shall be subject to this Declaration and the Bylaws, and any such lease, to be valid, shall be for an initial term of not less than (30) days.

(b) Notwithstanding the restrictions set forth in paragraph 10.04(a) above:

(i) an Owner may use its Unit as its private office, on the condition that the Owner does not invite others to its Unit to conduct business and such use complies with all applicable Federal, State, and local laws, ordinances, regulations, and rules; and

(ii) the Association and, during the Declarant Control Period, Declarant may use one Unit owned or leased by it as a management office, or a combined management office and residence for a resident manager, if any, for the Condominium Project.

Section 12.01 is deleted in its entirety and replaced with the following:

Section 12.01 General Liability Insurance.

The Association shall obtain and maintain one or more policies of commercial general liability insurance insuring the Owners, the Association, the Management Committee, the manager engaged by the Association, if any, and their respective agents against general liability and claims arising in connection with the ownership, existence, use or management of the Common Elements and/or lawsuits related to employment contracts of the Association in an aggregate amount that is not less than \$1,000,000, or such greater amount as the Management Committee deems appropriate, but in any event providing coverage of at least \$1,000,000 for bodily injury, including deaths of

persons and property damage arising out of a single occurrence. Such insurance shall cover claims of one or more insured parties against other insured parties.

Section 12.02 is deleted in its entirety and replaced with the following:

Section 12.02 Property Insurance.

The Association shall obtain and maintain a master or blanket policy of property insurance coverage covering risk of loss or damage by fire and other perils normally covered by the standard extended coverage endorsement and the “all-risk” endorsement for no less than the full insurable replacement cost of all of the Common Elements, subject to reasonable deductibles and exclusive of land, excavations, foundations and similar items normally excluded from property insurance policies. The policy shall contain each of the following features, to the extent that such features are, in the reasonable discretion of the Management Committee, available at reasonable cost:

- (a) an agreed-amount endorsement or its equivalent;
- (b) an increased-cost-of-construction endorsement or a contingent-liability-from-operation-of building-laws endorsement or their equivalent;
- (c) an extended-coverage endorsement;
- (d) vandalism and malicious mischief coverage;
- (e) a determinable-cash-adjustment clause or a similar clause to permit cash settlement covering full value of the Common Elements in case of partial destruction and a decision not to rebuild;
- (f) The name of the insured under the master or blanket policy shall set forth therein substantially as follows: “Crescent Heights Condominium Association, Inc., a Utah nonprofit corporation, for use and benefit of the individual Owners”;
- (g) Each Owner or Mortgagee, if any, shall be, as their respective interests may appear, a beneficiary of the policy in accordance with the Interest in General Common Elements appurtenant to such Owner’s Unit or the Unit secured by a Mortgage for the benefit of the Mortgagee;
- (h) Certificates of insurance shall be issued to each Owner and Mortgagee upon request made by the same and shall contain the standard mortgage clause, or equivalent endorsement (without contribution), that is commonly acceptable by private institutional mortgage investors in the area in which the property is located;
- (i) a provision for the recognition of any insurance trust agreements;
- (j) a provision that the insurance is not prejudiced by any act or neglect of individual Owners if such act is not in the control of the Owners collectively;

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Section 12.03 is deleted in its entirety and replaced with the following:

Section 12.03 Additional Provisions to be Contained in Insurance Policies.

Any insurance policies obtained and maintained by the Association pursuant to Sections 12.01 and 12.02 of the Declaration shall be with generally acceptable insurance carriers, as determined by the discretion of the Management Committee and in reference to the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide, and shall name as insureds the Association and the Owners (including Declarant, so long as Declarant is the Owner of any Unit) and provide that:

- (a) the insurer waives its right of subrogation under the policy against any Owner or member of the Owner's household;
- (b) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;
- (c) if, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; and
- (d) the relevant policy cannot be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and each First Mortgagee.

Notwithstanding anything to the contrary in this Declaration, there may be named as an insured the Association's authorized representative instead of the Association, including any trustee with whom the Association may enter into an insurance trust agreement. Such authorized representative of the Association may have exclusive authority to negotiate losses, and perform other necessary functions, under any policy required pursuant to Sections 12.01 and 12.02. In the event the policies name such an authorized representative as the insured, the policy shall contain a provision appointing the Association, or such authorized representative, as attorney-in-fact for the purpose of purchasing and maintaining such insurance. Such attorney-in-fact powers shall include the authority to (i) collect and dispose of insurance proceeds, (ii) negotiate losses and execute releases of liability, (iii) execute all necessary documents and perform all other acts necessary to accomplish the purposes of the insurance policies procured.

The following new Section 12.08 is added to the Declaration:

12.08 Fidelity Bonds

The Association shall maintain blanket fidelity bonds for all officers, directors, and employees of the Association and all other persons handling, or responsible for funds of or administered by the Association, including the Management Committee. Such fidelity bonds shall:

- (a) name the Association as an obligee;

(b) be in an amount equal to or greater than the estimated maximum funds, including reserve funds, in the custody of the Association and/or Management Committee at any given time the fidelity bonds are in place, and in no event shall such amount be less than three (3) months' aggregate Assessments on all units, including reserve funds;

(c) contain waivers by the bond issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions;

(d) have the premiums be paid by the Association as a Common Expense;

(e) have a provision preventing cancellation (including cancellation for non-payment of premium) or substantial modification without at least ten (10) days' prior written notice to the Association or a designated insurance trustee.

Section 16.02 is deleted in its entirety and replaced with the following:

Section 16.02 Notice of Actions.

If requested in writing to do so, (such request to state the name and address of the requesting party and the Unit number(s) to which the request applies), the Association shall give timely written notice of the following to each First Mortgagee, insurer of a First Mortgage, or guarantor of a First Mortgage making such request:

(a) any condemnation loss or any casualty loss which affects a material portion of the Common Elements or any Unit in which an interest is held by the First Mortgagee;

(b) any delinquency in the payment of Assessments which remains uncured for sixty days by an Owner whose Unit is encumbered by a First Mortgage held by such First Mortgagee;

(c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of First Mortgagees as set forth in this Article;

(e) any judgment rendered against the Association;

(f) any proposed amendment to the Association Documents effecting a change in the (i) boundaries of any Unit or the exclusive easement rights appertaining thereto; (ii) the interests in the general or limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto; (iii) the number of votes in the Association appertaining to any Unit; or (iv) the purposes to which any Unit or the Common Elements are restricted;

(g) any proposed termination of the Association or the Condominium Project; and

(h) any notice required to be given by any other section of this Declaration, including, but not limited to, Sections 7.10(b) and 16.02(c).

Section 16.03 is deleted in its entirety and replaced with the following:

Section 16.03 Consent Required.

Notwithstanding anything to the contrary contained in this Declaration, the Association may not take any of the following actions without the consent of sixty-seven percent (67%) of the First Mortgagees (based on one vote for each Unit covered by a First Mortgage):

- (a) by act or omission seek to abandon or terminate the Condominium Project;
- (b) except as provided herein for condemnation, casualty, the conversion of the Convertible Land, and the exercise of Special Declarant Rights, change the Interests in General Common Elements, Shares of Common Expenses or votes in the Association of any Unit;
- (c) subdivide, partition, or relocate the boundaries of any Unit, except as permitted with respect to Special Declarant Rights;
- (d) abandon, subdivide, partition, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for other purposes provided for in this Declaration shall not be deemed transfers);
- (e) use property insurance proceeds for losses to any portion of the Common Elements for other than repair, replacement, or reconstruction of such Common Elements, except as provided by this Declaration; or
- (f) merge the Condominium Project with any other common interest community.

Section 17.01 is deleted in its entirety and replaced with the following:

Section 17.01 Enforcement.

(a) Each provision of this Declaration with respect to the Association or the Common Elements shall be enforceable by Declarant or by any Owner by a proceeding for injunctive relief. Owners also shall have a right of action against the Association for violation of any provision of this Declaration, the Bylaws, and any of the Association Documents.

(b) Each provision of this Declaration, the Bylaws, and the Association Documents with respect to an Owner or a Unit shall be enforceable by Declarant, by the Association, or by an aggrieved Owner through:

- (i) a proceeding for injunctive relief;
- (ii) a suit or action to recover damages; or

(iii) exclusion of such Owner and its Guests from the use of any Common Elements and from participation in any Association affairs for so long as any Owner fails to comply with any such provisions, such compliance to be determined in the discretion of the Association.

(c) In addition to the rights and remedies described in paragraph 17.01(b) above, if an Owner fails to strictly perform or observe any covenant or condition to be performed or observed by such Owner under this Declaration or any other Association Document, the Association shall have the following rights and remedies:

(i) The Association may, but is not obligated to, cure such failure to comply at the Owner's sole cost and expense. If the Association cures any such failure to comply, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith within thirty days after the Owner receives a written invoice therefor from the Association.

(ii) The Association may, after notice and an opportunity to be heard, fine the Owner, as a Default Assessment, an amount not to exceed \$100 for each violation. The Owner shall pay any such fine to the Association within thirty days after the Owner receives written invoice therefor from the Association.

(iii) With respect to an Owner's failure to pay an installment of any Assessment, the Association may accelerate the due date for the payment of the full amount of the Assessment.

(iv) The Association shall have all other rights and remedies available to it under this Declaration, at law or in equity.

(d) All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

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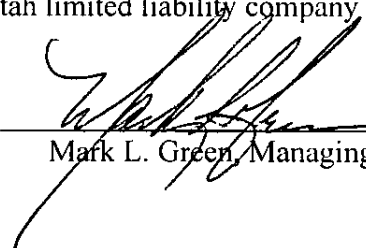
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ENTERED INTO AND AGREED TO on the first date set forth above.

“DECLARANT”

CRESCENT HEIGHTS CONDOMINIUMS, L.L.C.,
a Utah limited liability company

By: _____


Mark L. Green, Managing Partner

“ASSOCIATION”

CRESCENT HEIGHTS CONDOMINIUM
ASSOCIATION, INC., a Utah nonprofit corporation

By: _____

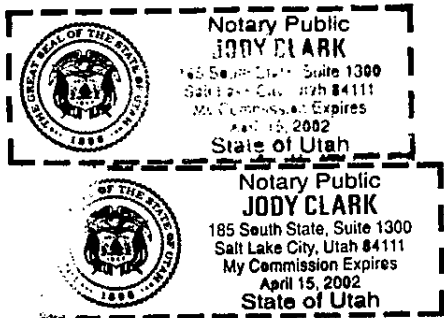

Mark L. Green, President


[See next page for notary blocks]

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

On this 10^R day of August, 2001, personally appeared before me Mark L. Green who acknowledged being, or who is personally known to me to be, the Managing Partner of Crescent Heights Condominiums, L.L.C., a Utah limited liability company, and being authorized to do so, did execute the foregoing instrument for the purposes therein contained by signing on behalf of such company as an authorized officer of the company.

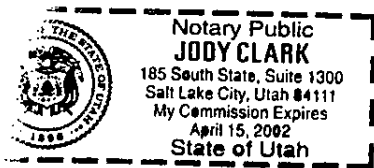





Notary Public

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

On this 10^R day of August, 2001, personally appeared before me Mark L. Green who acknowledged being, or who is personally known to me to be, the President of Crescent Heights Condominium Association, Inc., a Utah nonprofit corporation, and being authorized to do so, did execute the foregoing instrument for the purposes therein contained by signing on behalf of such company as an authorized officer of the company.





Notary Public

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EXHIBIT A
to
Second 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°04'20" West and 70.11 feet North 89°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°13'50" West 625.20 feet along said West line to a point on an existing boundary line fence; thence North 89°41'06 West 390.16 feet along said fence; thence North 0°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°35'40" East 371.94 feet along said Southerly line; thence South 44°41'10" East 28.33 feet to the point of beginning.

Contains 252,224 sq. ft. or 5.790 acres

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RXLP CRESCENT HGHTS CONDO			BLK, LOT-QUAR		OBSOLET
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		U	AREA	28-19-229-033-0000	NO
		U	A1101	28-19-229-001-0000	NO
		U	A1102	28-19-229-002-0000	NO
		U	A1103	28-19-229-003-0000	NO
		U	A1104	28-19-229-004-0000	NO
		U	A1105	28-19-229-005-0000	NO
		U	A1106	28-19-229-006-0000	NO
		U	A1107	28-19-229-007-0000	NO
		U	A1108	28-19-229-008-0000	NO
		U	A1201	28-19-229-009-0000	NO
		U	A1202	28-19-229-010-0000	NO
		U	A1203	28-19-229-011-0000	NO
		U	A1204	28-19-229-012-0000	NO
		U	A1205	28-19-229-013-0000	NO
		U	A1206	28-19-229-014-0000	NO
		U	A1207	28-19-229-015-0000	NO
		U	A1208	28-19-229-016-0000	NO
		U	A2101	28-19-229-017-0000	NO
		U	A2102	28-19-229-018-0000	NO
		U	A2103	28-19-229-019-0000	NO
		U	A2104	28-19-229-020-0000	NO
		U	A2105	28-19-229-021-0000	NO
		U	A2106	28-19-229-022-0000	NO
		U	A2107	28-19-229-023-0000	NO
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		U	A2202	28-19-229-026-0000	NO
		U	A2203	28-19-229-027-0000	NO
		U	A2204	28-19-229-028-0000	NO
		U	A2205	28-19-229-029-0000	NO
		U	A2206	28-19-229-030-0000	NO
		U	A2207	28-19-229-031-0000	NO
		U	A2208	28-19-229-032-0000	NO