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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RANDLE DEAMER & LEE
139 E SOUTH TEMPLE STE. 330
SLC UT 84111
BY: ZJM, DEPUTY - WI 8 P.

**AMENDMENT OF THE
DECLARATION OF CONDOMINIUM
FOR THE WILSHIRE**

The Management Committee of the Wilshire Condominium Project, located at 426 South 1000 East, Salt Lake City, Salt Lake County, State of Utah and more particularly described as:

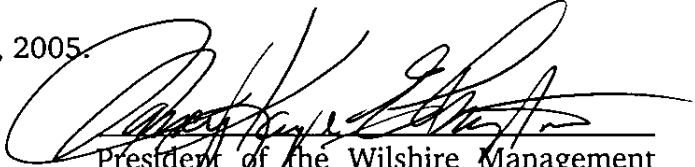
See Exhibit "A" attached hereto and incorporated herein by this reference

pursuant to vote of owners owning in excess of 75% of the number of units and owning in excess of 60% of the square footage of the Wilshire Condominium Project does hereby amend the Declaration of Condominium for the Wilshire ("Declaration") as follows:

See Exhibit 1, Articles of Amendment to Declaration of Condominium for the Wilshire attached hereto and incorporated herein by reference.

All other provisions of said Declaration remain as previously stated and as previously amended.

DATED this 15 day of February, 2005.



President of the Wilshire Management
Committee

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 15th day of February, 2005, personally appeared before me, a notary public, NANCY KAYE ETHINGTON, President of the Wilshire Management Committee, the signer of the foregoing AMENDMENT OF THE DECLARATION OF CONDOMINIUM FOR THE WILSHIRE, who duly acknowledged to me that she executed the same.

Cathy A. Schadow
NOTARY PUBLIC
Residing at: 1334 E. 3900 S. 84124
My commission expires:
Aug. 6, 2005

88SABSWL/8816

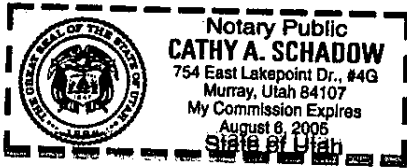


EXHIBIT "A"

OF

THE WILSHIRE CONDOMINIUM PROJECT

The following described tract of real property situated in the County of Salt Lake, State of Utah, to-wit:

Beginning at a point on the Southwesterly right-of-way line of a highway known as Highway Project No. F-033-1 (3) said point being North 89°58'00" East 49.534 feet and South 0°00'51" East 33.018 feet from the Northwest corner of Lot 8, Block 29, Plat "B", Salt Lake City Survey said point also being South 89°58'09" West 181.542 feet and South 0°00'51" East, 100.533 feet from a Salt Lake City Monument at the intersection of 400 South Street and 1000 East Street and running thence South 42°30'03" East, 50.030 feet along said right-of-way line; thence South 15°59'30" East, 37.080 feet along said right-of-way line; thence South 8°09'31" East, 154.790 feet along the Westerly right-of-way line of 1000 East Street; thence South 5°23'05" East, 48.700 feet along said right-of-way; Thence South 4°48'42" East 22.977 feet; more or less along said right-of-way to the South line of said Lot 8; thence South 89°57'54" West, 121.940 feet, more or less, along said South line to the Southwest corner of said Lot 8; thence North 0°00'48" West, 314.171 feet along the West line of said Lot 8, more or less, to said Southwesterly Highway right-of-way line; thence South 71°04'48" East, 52.388 feet, more or less along said highway right-of-way line to the point of beginning.

RESERVED FROM THE FOREGOING SUBMISSION are such easements and rights of ingress and egress over, across, through, and under the above-described Tract and any improvements now or hereafter constructed thereon as may be necessary to develop the entire Project. If pursuant to this reservation, the above-described real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall terminate upon the completion and sale of Declarant of all Units in the Project. And subject also, to easements of record and visible and subject, further, to restrictions, provisions and covenants of record.

**ARTICLES OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR THE WILSHIRE**

ARTICLE I - Declaration Article III § 13(a) shall state:

- (a) Each unit within the project shall be used exclusively for single family residential housing and shall be restricted to such use. No Unit shall be used for any business, industrial, or commercial activity.

ARTICLE II - Declaration Article III § 13(o) shall state:

- (o) No Unit Owner shall be permitted to lease his Unit for transient or hotel purposes, which means the initial term of any lease shall be at least six (6) months and no Unit Owner may lease less than the entire Unit. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

As of November 20, 2004, no more than seven units, or 17% of Wilshire Condominium units, shall be occupied at any one time by renters under lease agreement with a Wilshire homeowner, with the proviso that each of the seven (7) units currently leased to tenants by the respective owner(s), (units 402, 406, 501, 604, 605, 606 and 608), on record as of this date, shall be allowed to continue leasing their respective units to tenants until such time as each of the respective homeowner(s) re-occupies or sells his/her/their unit. At the time the number of leased units falls below 17%, an owner whose name appears first on an "Owners Desiring to Lease List", kept on file with the Wilshire Homeowners' Board, shall be given the option to lease his/her/their unit. All leases shall be in compliance with guidelines established by the Board. There shall be no restrictions regarding who may reside in a unit, with/without the owner(s), so long as the habitation of the unit is in compliance with local zoning ordinances.

ARTICLE III - Declaration Article III § 18(h) shall state:

- (h) Personal Obligation of Owner. The amount of any annual or special assessment against any Unit shall be the personal obligation of the Owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Committee without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit. The Association shall be entitled to collect all related costs including but not limited to a reasonable attorney's fee.

Each Owner by accepting a deed to a Unit hereby irrevocably appoints the Association as his attorney in fact to collect rent from any person renting his Unit, if the Unit is rented and Owner is delinquent in his assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.

87sabswl/8701

RXLP WILSHIRE CONDO 1ST AMD		BLK, LOT-QUAR		OBSOLETE?	
B FLG	• BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
U			PH1	16-05-335-039-0000	NO
U			PH3	16-05-335-040-0000	NO
U			PH4	16-05-335-041-0000	NO
U			PH5	16-05-335-042-0000	NO
U			PH6	16-05-335-043-0000	NO
U			PH7	16-05-335-044-0000	NO
U			PH8	16-05-335-045-0000	NO
U			301	16-05-335-002-0000	NO
U			302	16-05-335-003-0000	NO
U			303	16-05-335-004-0000	NO
U			304	16-05-335-005-0000	NO
U			305	16-05-335-006-0000	NO
U			306	16-05-335-007-0000	NO
U			401	16-05-335-008-0000	NO
U			402	16-05-335-009-0000	NO
U			403	16-05-335-010-0000	NO
U			404	16-05-335-011-0000	NO
U			405	16-05-335-012-0000	NO
U			406	16-05-335-013-0000	NO

PF1=VTDI PF5=RXXP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WILSHIRE CONDO 1ST AMD		BLK, LOT-QUAR		OBSOLETE?	
B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
U			406	16-05-335-013-0000	NO
U			408	16-05-335-014-0000	NO
U			501	16-05-335-015-0000	NO
U			502	16-05-335-016-0000	NO
U			503	16-05-335-017-0000	NO
U			504	16-05-335-018-0000	NO
U			505	16-05-335-019-0000	NO
U			506	16-05-335-020-0000	NO
U			507	16-05-335-021-0000	NO
U			508	16-05-335-022-0000	NO
U			601	16-05-335-023-0000	YES
U			602	16-05-335-024-0000	YES
U			603	16-05-335-025-0000	NO
U			604	16-05-335-026-0000	NO
U			605	16-05-335-027-0000	NO
U			606	16-05-335-028-0000	NO
U			607	16-05-335-029-0000	NO
U			608	16-05-335-030-0000	NO
U			701	16-05-335-031-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP WILSHIRE CONDO 1ST AMD		BLK, LOT-QUAR		OBSOLETE?	
B FLG	• BLK/BLDG	IND FLG	LOT/QUAR	PARCEL NUMBER	
		U	701	16-05-335-031-0000	NO
		U	702	16-05-335-032-0000	NO
		U	703	16-05-335-033-0000	NO
		U	704	16-05-335-034-0000	NO
		U	705	16-05-335-035-0000	NO
		U	706	16-05-335-036-0000	NO
		U	707	16-05-335-037-0000	NO
		U	708	16-05-335-038-0000	NO
		U	AREA	16-05-335-001-0000	NO
		U	601A	16-05-335-046-0000	NO

PF1=VTDI PF5=RXKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN
 PF4=RETURN TO RXEN PF10=LAST RECORDS