

10518698
09/12/2008 10:14 AM \$26.00
Book - 9642 Pg - 1911-1913
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
WILLIAM JEFFRIES
4578 RUSSELL ST
HOLLADAY UT 84117
BY: CDC, DEPUTY - WI 3 P.

SUPPLEMENTAL CHANGES TO THE ENSIGN CONDOMINIUM made and executed to be effective as of _____ by ENSIGN DEVELOPMENT AND MANANGEMEN, L.L.C., a Utah limited liability company ("Declarant"), pursuant to the provisions of the Act defined below and recorded in Salt Lake County, State of Utah, as entry _____
In book _____ at page _____ as said Declaration is hereby supplemented.

3-12

DECLARATION OF CONDOMINIUM
OF
THE ENSIGN CONDOMINIUMS

Executed on the effective day of May 8, 2008 recorded in Salt Lake County, State of Utah as entry 10423282 in book 9604 at page 8020.

The following paragraphs are changed to read with these modifications:

Supplemental Change, page 20

13.1 Unit Use Restrictions.....

B. The Homeowners Association shall require screening of the prospective tenant prior to leasing, including but not limited to employment status, job history, and previous rental history. There shall be no leasing or rental of units without the final written approval of HOA.

Supplemental Change, page 21

13.2 Use of Common Areas. There shall be no obstruction of the Common Areas by the Owners or their tenants, guests, or invitees without the prior consent of the Association. The Association may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for the purpose of protecting the interests of all the Owners or protecting the Units or Common Areas. Nothing shall be kept or stored on any part of the Common Areas including decks and balconies without the prior written consent of the Association, except as specifically provided herein which shall be limited to appropriate patio furniture, plants / planters, and barbeque equipment. All storage of items not related to the above shall be stored by homeowner in their individual storage unit or in their own personal condominium unit. Nothing shall be altered on, constructed in, or removed from, the Common Areas except upon the prior written consent of the Association.

IV. NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

To address the condominium ownership, the declarant shall develop and sell a residential condominium unit for the purpose of individual home ownership. To have and to hold in quiet enjoyment; the criteria of the typical homeowner buyer shall be for the homogeneous relationship of individuals living in close proximity to one another.

The declarant shall market, attract, and sell to home buyers who will intend to occupy the property as an "owner-occupant". The declarant shall set out guidelines at the initial purchase for the current occupancy and the rules governing the future rental of the property. The declarant shall at the initial sales and marketing require all condominium ownership to be owner occupied with the exception of a lease-option, whereby the buyer shall deposit sufficient funds to restore the unit to a condition of new or nearly new should the lease-optionee fail to exercise the option to purchase. There shall not be more than three lease-option occupants in the condominium project at any time and condominium ownership shall be a minimum of 75% individual ownership. The declarant shall not sell condominium units to investors, speculators, landlords, etc.

4.1 Estate of an Owner. Each Owner shall own fee simple title to its Unit(s).

EXECUTED BY DECLARANT this 9/12/ day of September, 2008 and to be effective as of the date of recording:

DECLARANT:

ENSIGN DEVELOPMENT AND MANAGEMENT, L.L.C., a Utah limited liability company


By: William Jefferies, Its Managing Partner


WITNESS