

SUPPLEMENTAL CHANGES TO THE ENSIGN CONDOMINIUM made and executed to be effective as of _____ by Ensign Development & Management 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.

DECLARATION OF CONDOMINIUM
OF
THE ENSIGN CONDOMINIUMS

Executed on the effective day of October 16, 2008 recorded in Salt Lake County, State of Utah as entry 10543088 in book 9651 at page 8380-8386. The following paragraphs are changed to read with these modifications:

Supplemental Change, paragraph 13.1 pg. 20 is hereby changed to read as follows:

13.1 Unit Use Restrictions; All Units within the Project shall be used exclusively for residential housing, and for no other purposes. Units shall be leased or rented with written notice to the Homeowners Association.

A. The language to be contained in a rental contract or lease agreement for a condominium unit shall so state the following:

1. Tenant agrees to comply with all terms and conditions of the condominium declaration and by-laws; copies of which are to be made available to prospective tenant.
2. Tenant shall agree not to allow or commit any nuisance, waste, unlawful or illegal activity on the premises.
3. Homeowners Association is, as intended, a third party beneficiary of the lease/rental agreement and as such shall have the right to enforce compliance of the condominium declaration and by-laws and to abate any nuisance, waste, unlawful or illegal act on the premises.

B. The Homeowners Association shall be provided copies of tenant's personal information including contact information of employer and next of kin and lease/rental contract copy.

C. The Homeowners Association shall have the right and obligation to enforce compliance with the condominium declaration and by-laws against any owner and/or occupant of any condominium unit and shall have all rights and remedies available under state and /or local laws, which are in addition to its rights and remedies as a third-party beneficiary under any lease/rental agreement, to enforce such compliance.

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06/16/2009 11:50 AM \$23.00
Book - 9736 Pg - 570-571
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BILL JEFFERIES
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HOLLADAY UT 84117
BY: CDC, DEPUTY - WI 2 P.

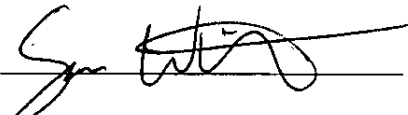
EXECUTED BY DECLATANT this 10th day of June, 2009, to be effective as of the date of recording.

DECLARANT:

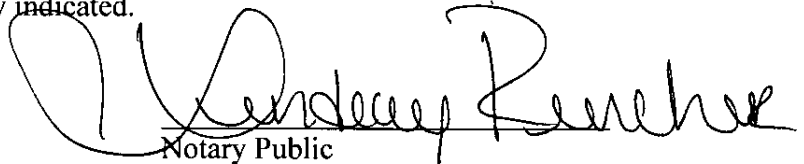
ENSIGN DEVELOPMENT AND
MANAGEMENT, L.L.C.,
A Utah limited liability company


By William Jefferies
Its: Managing Partner

WITNESSED: Samuel Williams

By: 

Personally appeared before me this 10th day of June, 2009, William Jefferies, the signer of this Supplemental Changes of the Declaration of Condominium of the Ensign Condominiums hereby attached who duly acknowledged to me that he executed the foregoing instrument in the capacity indicated.


Notary Public

