

10566196
11/21/2008 01:20 PM \$60.00
Book - 9660 Pg - 4128-4130
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SNOW CHRISTENSEN & MARTINEAU
PO BOX 45000
SLC UT 84145
BY: ZJM, DEPUTY - WI 3 P.

AMENDMENT NO. 1

TO

DECLARATION OF CONDOMINIUM

OF

COUNTRY CLUB VIEW CONDOMINIUMS

A CONVERTIBLE CONDOMINIUM COMMUNITY

THIS AMENDMENT NO. 1 TO DECLARATION OF CONDOMINIUM, containing covenants, conditions and restrictions relating to Country Club View Condominiums, a Condominium Project, is made on the date set forth at the end hereof by Highland Ascent, L.L.C., a Utah limited liability company, the "Declarant," for itself, its successors, grantees and assigns, pursuant to the Condominium Ownership Act of the State of Utah (the "Act").

RECITALS

A. Declarant is the owner of certain real property in Salt Lake County, Utah, more particularly described on Exhibit "A" attached hereto (the "Land").

B. The Declaration of Condominium of Country Club View Condominiums, a convertible condominium project (the "Declaration") was recorded on November 5, 2007, in the Office of the Salt Lake County Recorder as Entry No. 10267397 in Book 9533, Pages 9663 through 9719 and included a Record of Survey Map consisting of five (5) sheets recorded November 5, 2007 in the Office of the Salt Lake County Recorder as Entry No. 10267396.

C. For marketing purposes, the project is also known as East Point Lane.

D. Pursuant to Section 27 of the Declaration, Declarant has the power to unilaterally amend the Declaration.

Declarant hereby amends Section 34 of the Declaration to read in its entirety as follows:

34. Lease of Units.

(a) With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease Owner's Unit for transient or hotel purposes which means the initial term of any lease shall be at least six (6) months. No Unit Owner may lease less than the

3-46

10-15-360-001-047

entire Unit except a parking stall may be leased on a month to month basis to another Unit Owner.

(b) The lease agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association ("Governing Documents"), and that any failure by the lessee to comply with the terms of such Governing Documents shall be a default under the lease. All leases shall be required to be in writing and a copy of such lease shall be delivered to the Management Committee five (5) days prior to occupancy by the tenant.

(c) The Unit Owner shall notify the Management Committee of the names of the lessee of the Unit. In the event of a lease of a Unit, only the tenant and not the Unit Owner shall have the right to the use of the Common Areas and Facilities while the Unit is leased.

IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 1 to Declaration this 21st day of November, 2008.

HIGHLAND ASCENT, L.L.C,
a Utah limited liability company

By: [Signature]
Its: Manager

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

On the 21 day of November, 2008, personally appeared before me BRAD KNOWLTON, who being by me duly sworn, did say that he is the Manager of Highland Ascent, L.L.C., a Utah limited liability company, and the foregoing Amendment No. 1 to Declaration was signed on behalf of said Company as Declarant by authority of its Operating Agreement and he duly acknowledged to me that said Company executed the same.

[Signature]
NOTARY PUBLIC
Residing in Salt Lake County, State of Utah

My Commission Expires:
March 27, 2011
020468-0013 998742.1

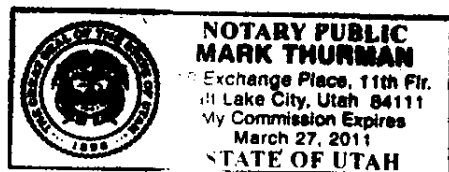


EXHIBIT "A"

LAND

BEGINNING AT A POINT 229.7 FEET NORTH 00°11'48" EAST FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 6, FIVE ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE SOUTH 89°51'38" EAST 455.40 FEET; THENCE NORTH 00°11'47" EAST 344.50 FEET; THENCE NORTH 89°51'38" WEST 75.90 FEET; THENCE SOUTH 00°11'47" WEST 229.65 FEET; THENCE NORTH 89°51'38" WEST 379.50 FEET; THENCE SOUTH 00°11'47" WEST 114.85 FEET TO THE POINT OF BEGINNING.

CONTAINS 69,733 SQ. FT. (1.601 ACRES)