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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 EILEEN CAMPOS
 266 FOURTH AVE #404
 SLC UT 84103
 BY: LDT, DEPUTY - WI 26 P.

Page 1 of 2

**AMENDMENT TO THE
 DECLARATION AND BYLAWS
 AS PREVIOUSLY AMENDED OF THE
 CARLTON TOWERS CONDOMINIUM**

Condominium Project Created Pursuant to the Utah Condominium Ownership Act.

This Amendment to the Declaration as previously amended is made and executed the 2nd day of SEPTEMBER, 2009, by the Management Committee of Carlton Towers Condominium ("the Association").

Recitals

- A. The Declaration and Bylaws of the Carlton Towers Condominium were recorded in the Salt Lake City County Record's Office beginning on Book 4721, page 511, as entry No. 3151686 (the "Declaration").
- B. As evidenced by this Instrument, the Management Committee has obtained the approval of the owners to amend the Declaration as previously amended as provided for in Section 21 of the Declaration.

NOW, THEREFORE, pursuant to the foregoing, the Management Committee hereby makes and executes an Amendment to Section 17 of the Declaration as previously amended by adding the following paragraphs, which, after obtaining the required number of signatures, shall be effective as of the recording date:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner in the military for the period of the unit owner's deployment; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of sixteen (16); (iv) a unit owner whose employer has relocated the unit owner for no less than two years; and (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.

Conflicts All remaining provisions of the Declaration as previously amended and not specifically amended in this Declaration shall remain in full force and effect. In case of any conflict between the provisions of this document and the provisions of the Declaration as previously amended, the provisions of this document shall in all respects govern and control.

Incorporation and supplementation of Declaration. This document is supplemental to the Declaration as amended, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the undersigned here execute this Amendment to the Declaration as previously amended the 2nd day of SEPTEMBER, 2009.

The Management Committee
Carlton Towers Condominium Association

By: [Signature]

Print Name CASEY BARNETT
It's President

By: [Signature]

Print Name KIRSTEN NELSON
It's Secretary

State of Utah)
) SS
County of Salt Lake)

The foregoing instrument was acknowledged before me this 2nd day of SEPTEMBER 2009, by CASEY BARNETT (President) and KIRSTEN NELSON (Secretary), who by me being duly sworn did say that they are respectively the President and the Secretary of Carlton Towers Condominium Association, and that this instrument was signed on behalf of said Association by authority of its Management Committee.



My Commission Expires:
Nov. 1, 2010

[Signature]
Notary Public

Residing at:
32 W. 200 S. SLL, UT 84101

Amendment to the Declaration and By-laws of the Carlton Towers Condominium

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

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IN WITNESS WHEREOF, we the undersigned owners have executed this instrument this 11th day of June, 2009.

Shane Ashrafi

Sue Ashrafi

(owners, unit 101)

Carlton Towers Association

Eileen M. Campos-Hansen, President

(owner, unit 102)



619

✓
Dixie Cordova (owner, unit 103)

See attached DK

619 ✓

Jason Powell (owner, unit 104)

Cindy Schermerhorn
Cindy Schermerhorn (owner, unit 105)

1099 ✓

Dana Barrutia
Dana Barrutia (owner, unit 106)

605 ✓

Scott Layden Marsha Layden (owners, unit 107)

Margaret H. Christensen
Peggy Christensen (owner, unit 108)

1099 ✓

Jennifer A. Bruno *Casey Barnett*
Jennifer A. Bruno Casey Barnett (owners, unit 201)

1015 ✓

Alfred Newman (owner, unit 202)

Rachael Nutter Gilbert Pestana (owners, unit 203)

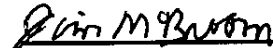
Ruby Johnson
Ruby Johnson (owner, unit 204)

1015 ✓

Dennis Ming Chu Hsu Sammy Ming Chu Hsu (owners, unit 205)

1099 ✓

Jennifer Heyn Renata Heyn (owners, unit 206)


Jim McBroom (owner, unit 207)


605 ✓

Bryan Jensen (owner, unit 208)


Pat Brewer (owner, unit 301)

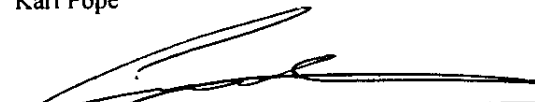
1015 ✓

Brandi Anderson (owner, unit 302)

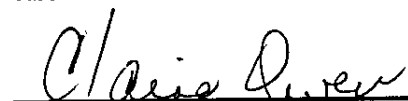

Kristen Nelson (owner, unit 303)

566 ✓

Karl Pope (owner, unit 304)

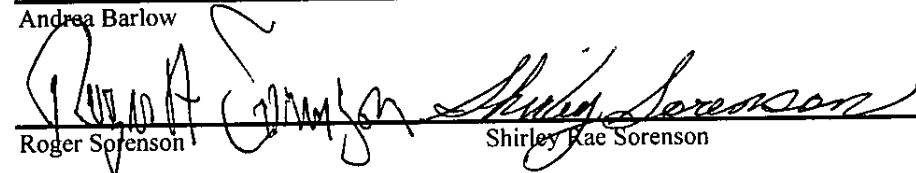

Sharon Robertson (owner, unit 305) By Proxy CAIEN BARNETT

1099 ✓


Claire Owen (owner, unit 306)

605 ✓

Andrea Barlow (owner, unit 307)


Roger Sorenson Shirley Rae Sorenson (owners, unit 308)

1099 ✓

(Dariush) Adam Hasebi (owner, unit 401)

1015 ✓

✓ *Red see attached*
Jim Hammond Joyce Hammond (owners, unit 402)

565 ✓

Eric Larson (owner, unit 403)

Eileen M. Campos Hansen
Eileen M. Campos Hansen (owner, unit 404)

1015 ✓

Douglas Campbell
Douglas Campbell Corey Campbell (owners, unit 405)

1099 ✓

Craig Lelis (owner, unit 406)

Joseph P. Lynds (owner, unit 407)

see attached
Ed Schmidt Louise Schmidt (owners, unit 408)

1099 ✓

Cecily Light
Cecily Light (owner, unit 501)

1015 ✓

See attached OK
Terry Ekstrom (owner, unit 502)

565 ✓

Donna Poulton
Donna Poulton (owner, unit 503)

565 ✓

Red. See attached
Nancy Inaba (owner, unit 504)

1015 ✓

Oh Gyeongseok
Oh Gyeongseok Misak Kang (owner, unit 505)

1099 ✓

Klaus Rathke (owner, unit 506) *605 ✓*

✓ David Takada Joan Takada *See attached* (owners, unit 507) *605 ✓*

Ellen Bromberg (owner, unit 508)

Jack Roddy Bonnie Roddy (owners, unit 601) *1197 ✓*

Justin Miller (owner, unit 602) *1204 ✓*

Alan Horowitz Vickie Horowitz (owners, unit 603) *1609 ✓*

Marva Tobler (owner, unit 604) *1613 ✓*

✓ Martha Heagany Raymond Joseph Heagany (proxy) *See attached* (owner, unit 601) *1197 ✓*

Solomon Carter (owner, unit 702) *1456 ✓*

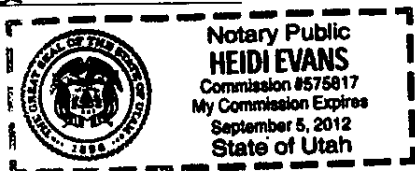
Joe Heagany Arleigh Heagany (owners, unit 703) *1613*

State of Utah)
) SS
County of Salt Lake)

The foregoing instrument consisting of 5 pages was acknowledged before me this 11th day of JUNE ~~2008~~ 2009

Heidi Evans
Notary Public
Residing At: _____

My Commission Expires: 9/5/2012



Amendment to the Declaration and by-laws of the Carlton Towers Condominium

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

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17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.

Dixie D Cordova

Dixie Cordova (Owner, Unit 103)

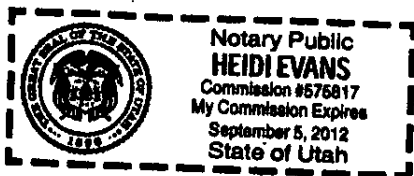
State of Utah)
County of SALT LAKE) SS

The foregoing instrument was acknowledged before me this 10 day of June 2009 by Dixie Cordova

Heidi Evans
Notary Public

My commission expires:
9/5/2012

Residing at:



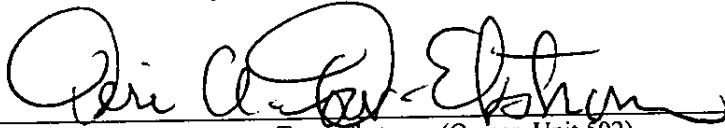
Amendment to the Declaration and by-laws of the Carlton Towers Condominium

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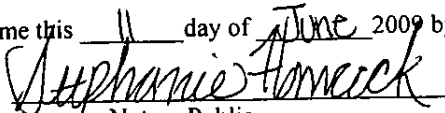
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17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.



 Terry Ekstrom (Owner, Unit 502)

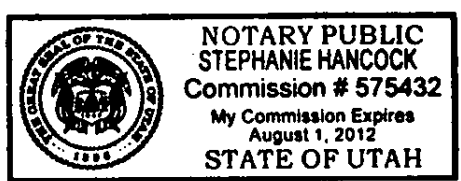
State of Utah)
 County of Weber) SS

The foregoing instrument was acknowledged before me this 11 day of June 2009 by


 Notary Public

My commission expires:
08-01-12

Residing at:
 Ogden, UT



Amendment to the Declaration and by-laws of the Carlton Towers Condominium

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

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David Takada Joan Takada

David and Joan Takada (Owners, Unit 507)

State of Illinois)
) SS
County of Cook)



The foregoing instrument was acknowledged before me this 9 day of June 2009 by

Virginia M. Marella
Notary Public

My commission expires:

Feb 28, 2013

Residing at:

1336 Chicago Ave.
Emmett St.

Amendment to the Declaration and by-laws of the Carlton Towers Condominium

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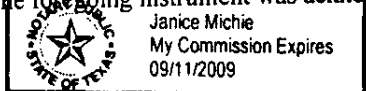
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Martha M. Heagany
Martha Heagany (Owner, Unit 701)

State of Texas)
County of Llano) SS

The foregoing instrument was acknowledged before me this 9th day of June 2009 by



Janice Michie
Notary Public

My commission expires:
9/11/09

Residing at:
Marble Falls, Tx 78654

**Amendment to the Declaration and by-laws
of the Carlton Towers Condominium**

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State of Idaho)
) SS
County of Ada)

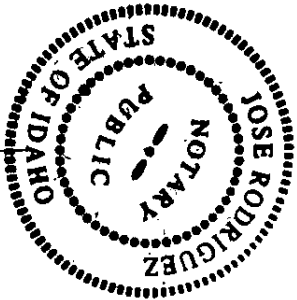
Nancy Inaba
Nancy Inaba (Owner, Unit 504)

The foregoing instrument was acknowledged before me this 30th day of June 2009 by

[Signature]
Notary Public

My commission expires:

12-09-2011



Residing at:

Bolsa D

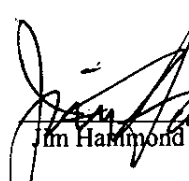
Amendment to the Declaration and by-laws of the Carlton Towers Condominium


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17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.

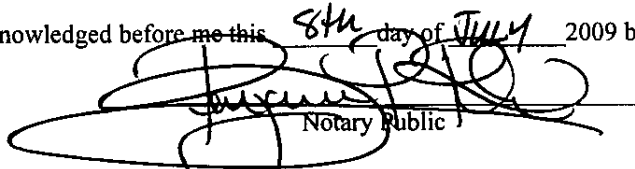

Jim Hammond


Joyce Hammond (Owners, Unit 402)

State of Utah

County of Salt Lake SS

The foregoing instrument was acknowledged before me this 8th day of JULY 2009 by

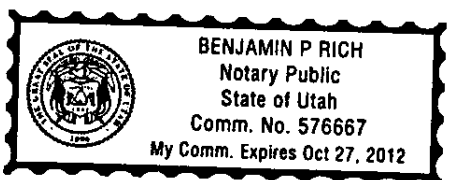

Notary Public

My commission expires:

10/27/2012

Residing at:

4711 S Highland Dr
SLC, UT 84117



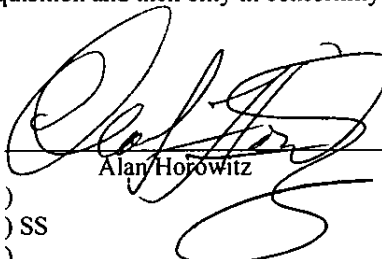
Amendment to the Declaration and by-laws of the Carlton Towers Condominium

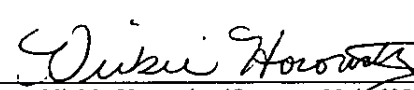
I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner in the military for the period of the unit owner's deployment; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of sixteen (16); (iv) a unit owner whose employer has relocated the unit owner for no less than two years; and (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.


 Alan Horowitz


 Vickie Horowitz (Owners, Unit 603)

State of California)
) SS
 County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2009 by

 Notary Public

My commission expires:

Residing at:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On July 22, 2009 before me, Susan L Collins, Notary Public

personally appeared Alan Horowitz and Vickie Horowitz

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan L Collins
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment to the Declaration and by-laws of the Carlton Towers Condominium

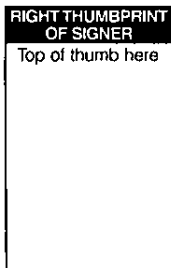
Document Date: No Date Number of Pages: One

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

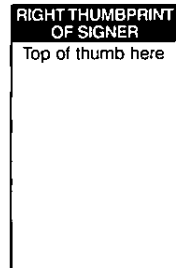
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Amendment to the Declaration and by-laws of the Carlton Towers Condominium

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner in the military for the period of the unit owner's deployment; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of sixteen (16); (iv) a unit owner whose employer has relocated the unit owner for no less than two years; and (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

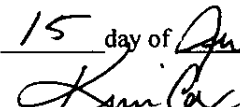
17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.



Marva Tobler (Owner, Unit 604)

State of Utah)
County of Salt Lake) SS

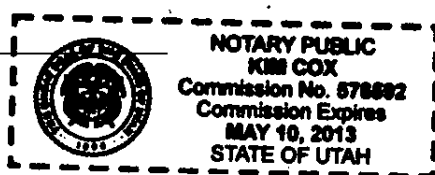
The foregoing instrument was acknowledged before me this 15 day of July 2009 by



Notary Public

My commission expires:

Residing at:



Salt Lake

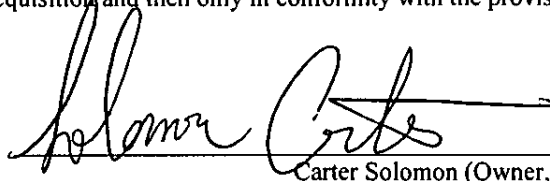
Amendment to the Declaration and by-laws of the Carlton Towers Condominium

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner in the military for the period of the unit owner's deployment; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of sixteen (16); (iv) a unit owner whose employer has relocated the unit owner for no less than two years; and (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

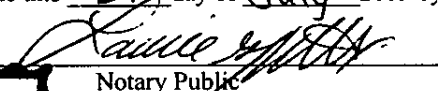
17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.



Carter Solomon (Owner, Unit 702)

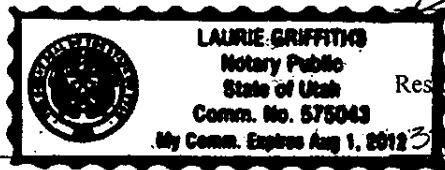
State of Utah)
County of Salt Lake) SS

The foregoing instrument was acknowledged before me this 27 day of July, 2009 by


Notary Public

My commission expires:

8/1/2012



Residing at:

E 4005, SLC, UT 84111

Amendment to the Declaration and by-laws of the Carlton Towers Condominium

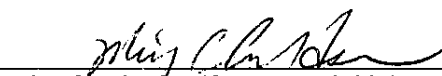
I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner in the military for the period of the unit owner's deployment; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of sixteen (16); (iv) a unit owner whose employer has relocated the unit owner for no less than two years; and (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.


Sammy Fan


Ming Chu Su Fan (Owners, Unit 205)

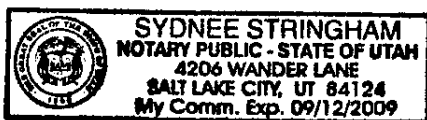
State of Utah)
) SS
County of Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of July 2009 by


Notary Public

My commission expires:
09/12/2009

Residing at:
Salt Lake City, UT



4

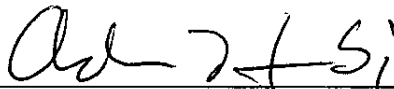
Amendment to the Declaration and by-laws of the Carlton Towers Condominium

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DECLARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner required to be away for up to three consecutive years by either employment (which shall include academic sabbaticals), military, community or religious service obligations, in which case applications for such exception shall be made in writing with all pertinent data to the management committee which shall record its decision in the committee's minutes; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of eighteen (18); and (iv) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

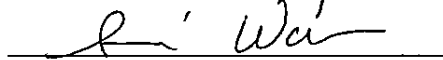
17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.



Adam Hasebi (Owner, Unit 401)

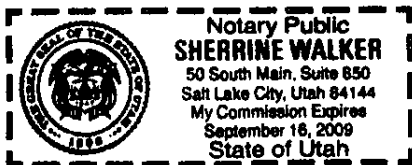
State of UTAH)
County of SALT LAKE) SS

The foregoing instrument was acknowledged before me this 23 day of July 2009 by Adam Hasebi


Notary Public

My commission expires:
9/16/09

Residing at:
Salt Lake, UT



**Amendment to the Declaration and by-laws
of the Carlton Towers Condominium**

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner in the military for the period of the unit owner's deployment; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of sixteen (16); (iv) a unit owner whose employer has relocated the unit owner for no less than two years; and (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.

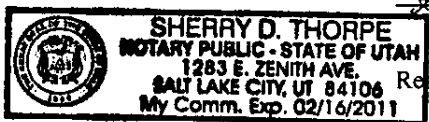
Karl Pope

Karl Pope (Owner, Unit 304)

State of Utah)
) SS
County of _____)

The foregoing instrument was acknowledged before me this 3rd day of August 2009 by

Sherry D Thorpe
Notary Public



My commission expires:

Residing at:

Amendment to the Declaration and by-laws of the Carlton Towers Condominium

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

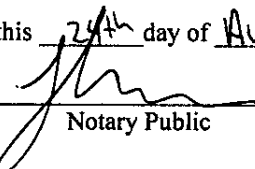
17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner in the military for the period of the unit owner's deployment; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of sixteen (16); (iv) a unit owner whose employer has relocated the unit owner for no less than two years; and (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.


Signature of owner Unit 1205

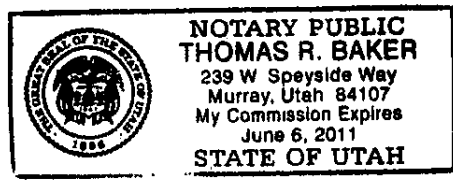
County of SALT LAKE) SS

The foregoing instrument was acknowledged before me this 24th day of August 2009 by


Notary Public

My commission expires:
June 6, 2011

Residing at:
SLC



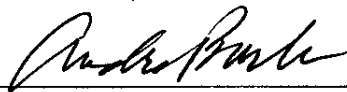
Amendment to the Declaration and by-laws of the Carlton Towers Condominium

I or we, the undersigned owner(s) of individual condominium units of the Carlton Towers Condominium, by signing this agreement do acknowledge that we concur in amending Section 17 of the DELARATION AND BYLAWS of the CARLTON TOWERS CONDOMINIUM by adding the following paragraphs to read as follows:

17. 5. Except for the specific exceptions listed in paragraph 17.6. below, the total number of units that may be leased by unit owners at any one time shall be not exceed twenty-five percent (25%) of the total number of units in the condominium. To achieve this end, the management committee shall maintain a roster of unit owners applying to lease their units and the dates of their respective applications, which dates shall not be earlier than the dates they anticipate their units will become vacant. Except for the exceptions listed in paragraph 17.6. below, the management committee shall not permit a lease to be effected if such lease would cause the total number of leases in the condominium to exceed twenty-five percent (25%) of the total number of units in the condominium. Thereafter, except for the exceptions listed in paragraph 17.6. below, the management committee shall permit leases to be effected only in the order that applications have been made and entered into the roster. Unit owners shall not be permitted to have more than one application pending in the roster at any one time.

17. 6. The following shall be exempted from the provisions of paragraph 17. 5. above: (i) all unit owners who are leasing their units as of the date of this amendment, provided however that this right-to-lease shall not transfer to a subsequent buyer of the unit; (ii) a unit owner in the military for the period of the unit owner's deployment; (iii) a unit to be occupied by a unit owner's parent, sibling, or child over the age of sixteen (16); (iv) a unit owner whose employer has relocated the unit owner for no less than two years; and (v) a unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of (1) a current resident of the unit, or (2) the parent, child, or sibling of the current resident of the unit provided that the new resident will be either a parent, child, or sibling of the current resident.

17. 7. Except for the provisions of paragraph 17. 5. (ii) and (iv) above, no unit acquired by an owner after the effective date of this amendment may be leased out by the new owner until five years have passed from the date of acquisition and then only in conformity with the provisions of paragraph 17. 5. above.



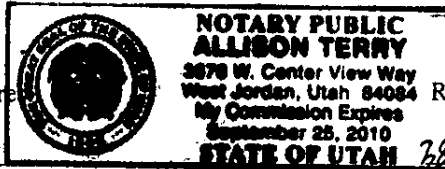
Signature of owner

Unit 307

County of Salt Lake)
) SS

The foregoing instrument was acknowledged before me this 20th day of August 2009 by


Notary Public



My commission expires

9/25/2010

Residing at:

3876 W. Center View Way West Jordan, UT 84084

RXLP CARLTON TOWERS CONDO

| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | BLK, LOT-QUAR PARCEL NUMBER | OBSOLETE? |
|-------|----------|---------|----------|--------------------------------|-----------|
| | | U | 101 | 09-31-410-002-0000 | NO |
| | | U | 103 | 09-31-410-004-0000 | NO |
| | | U | 104 | 09-31-410-005-0000 | NO |
| | | U | 105 | 09-31-410-006-0000 | NO |
| | | U | 106 | 09-31-410-007-0000 | NO |
| | | U | 107 | 09-31-410-008-0000 | NO |
| | | U | 108 | 09-31-410-009-0000 | NO |
| | | U | 201 | 09-31-410-010-0000 | NO |
| | | U | 202 | 09-31-410-011-0000 | NO |
| | | U | 203 | 09-31-410-012-0000 | NO |
| | | U | 204 | 09-31-410-013-0000 | NO |
| | | U | 205 | 09-31-410-014-0000 | NO |
| | | U | 206 | 09-31-410-015-0000 | NO |
| | | U | 207 | 09-31-410-016-0000 | NO |
| | | U | 208 | 09-31-410-017-0000 | NO |
| | | U | 301 | 09-31-410-018-0000 | NO |
| | | U | 302 | 09-31-410-019-0000 | NO |
| | | U | 303 | 09-31-410-020-0000 | NO |
| | | U | 304 | 09-31-410-021-0000 | NO |

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

RXLP CARLTON TOWERS CONDO

| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | BLK, LOT-QUAR PARCEL NUMBER | OBSOLETE? |
|-------|----------|---------|----------|--------------------------------|-----------|
| | | U | 304 | 09-31-410-021-0000 | NO |
| | | U | 305 | 09-31-410-022-0000 | NO |
| | | U | 306 | 09-31-410-023-0000 | NO |
| | | U | 307 | 09-31-410-024-0000 | NO |
| | | U | 308 | 09-31-410-025-0000 | NO |
| | | U | 401 | 09-31-410-026-0000 | NO |
| | | U | 402 | 09-31-410-027-0000 | NO |
| | | U | 403 | 09-31-410-028-0000 | NO |
| | | U | 404 | 09-31-410-029-0000 | NO |
| | | U | 405 | 09-31-410-030-0000 | NO |
| | | U | 406 | 09-31-410-031-0000 | NO |
| | | U | 407 | 09-31-410-032-0000 | NO |
| | | U | 408 | 09-31-410-033-0000 | NO |
| | | U | 501 | 09-31-410-034-0000 | NO |
| | | U | 502 | 09-31-410-035-0000 | NO |
| | | U | 503 | 09-31-410-036-0000 | NO |
| | | U | 504 | 09-31-410-037-0000 | NO |
| | | U | 505 | 09-31-410-038-0000 | NO |
| | | U | 506 | 09-31-410-039-0000 | NO |

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

| RXLP CARLTON TOWERS CONDO | | | BLK, LOT-QUAR | | OBSOLETE? |
|---------------------------|----------|---------|---------------|--------------------|-----------|
| B FLG | BLK/BLDG | IND FLG | LOT/QUAR | PARCEL NUMBER | |
| | | U | 506 | 09-31-410-039-0000 | NO |
| | | U | 507 | 09-31-410-040-0000 | NO |
| | | U | 508 | 09-31-410-041-0000 | NO |
| | | U | 601 | 09-31-410-042-0000 | NO |
| | | U | 602 | 09-31-410-043-0000 | NO |
| | | U | 603 | 09-31-410-044-0000 | NO |
| | | U | 604 | 09-31-410-045-0000 | NO |
| | | U | 701 | 09-31-410-046-0000 | NO |
| | | U | 702 | 09-31-410-047-0000 | NO |
| | | U | 703 | 09-31-410-048-0000 | NO |
| | | U | AREA | 09-31-410-001-0000 | NO |

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

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