

THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM

This Third Amendment to Declaration of Condominium executed this 24<sup>th</sup> day of May, 2010, by Pamela R. Russell, Dale Bradley and M. Scott Woodland, all of the members of the Management Committee of Casto Pines Home Owners Association.

WITNESSETH:

WHEREAS, a Declaration of Condominium for Casto Pines dated May 20, 1985, executed by Casto Investment, Inc., as "Declarant" (the "Initial Declaration"), was recorded July 11, 1985, as Entry No. 41991097 in Book 5670, Page 2031 in the office of the County Recorder of Salt Lake County, State of Utah, pursuant to which Initial Declaration a condominium project known as Casto Pines was established; and

WHEREAS, said Initial Declaration relates to the real property in Salt Lake County, State of Utah, more particularly described in Exhibit A to the Consent of Unit Owners attached hereto and by this reference made a part hereof; and

WHEREAS, said Initial Declaration was amended by a First Amendment to Declaration of Condominium for Casto Pines Condominiums (the "First Amendment") dated December 20, 1995 and recorded February 7, 1996, as Entry No. 6274807 in the office of the County Recorder of Salt Lake County, State of Utah, and a Second Amendment to Declaration of Condominium (the "Second Amendment") dated December 22, 2008 and recorded December 22, 2008 as Entry No. 10584067 in Book 9667, Pages 2307 to 2313 in the office of the County Recorder of Salt Lake County, State of Utah, and

WHEREAS, in accordance with Sections 9.08 and 15.05 of the Initial Declaration, all Unit Owners of Units in Casto Pines executed a Consent of Unit Owners, a copy of which is attached hereto and by this reference made a part hereof.

NOW THEREFORE, in accordance with said Consent of Unit Owners the Declaration of Condominium for Casto Pines, as heretofore amended, as described above is hereby further amended and supplemented by the addition at the end of Article IX thereof of the following:

"9.09 Termination of Utility Services:

- (a) If a Unit Owner fails or refuses to pay any assessment when due, the management

committee may, after giving notice and an opportunity to be heard in accordance with Section 9.09(b) terminate said Owner's right to receive utility services paid as a common expense.

(b) Before terminating utility services under this Section 9.09(a), the management committee shall give written notice to the Unit Owner in the manner provided in the declaration, bylaws, or association rules of Casto Pines. The notice shall state:

- (i) utility services will be terminated if payment of the assessment is not received within 72 hours following the mailing of said notice;
- (ii) the amount of the assessment due, including any interest or late payment fee; and
- (iii) the right to request a hearing under 9.09(c) hereof.

(c) A Unit Owner who is given notice under 9.09(b) may request an informal hearing to dispute the assessment by submitting a written request to the management committee within 14 days from the date the notice is received.

- (i) The hearing shall be conducted in accordance with the standards provided in the declaration, bylaws, or association rules of Casto Pines.
- (ii) If a hearing is requested, utility services or right of access and use or recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

(d) Upon payment of the assessment due, including any interest or late payment fee, the

management committee shall immediately take action to reinstate the terminated utility services to the Unit."

IN WITNESS WHEREOF the members of the Management Committee of Casto Pines Home Owners Association have executed this document on the day and year first above written.

CASTO PINES HOME OWNERS ASSOCIATION

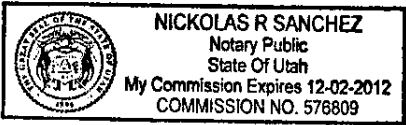
By *Dale Bradley, Pres*

By *Pamela R. Russell*

By *M. Scott Woodland*

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

On the 24<sup>th</sup> day of May, 2010, personally appeared before me Pamela R. Russell, Dale Bradley and M. Scott Woodland, the members of the Management Committee of Casto Pines Condominium Home Owners Association, who signed the above instrument on behalf of the Casto Pines Home Owners Association in accordance with the Declaration of Condominium for Casto Pines and the Bylaws of said association, and duly acknowledged to me that they executed the same on behalf of Casto Pines Home Owners Association.



*Nickolas R. Sanchez*  
NOTARY PUBLIC AND SEAL

### Consent of Unit Owners

The undersigned Unit Owners in Casto Pines, a Utah condominium project hereby consent to and agree to the following amendment to the Declaration of Condominium for Casto Pines recorded as Entry No. 4109497 in Book 5670, Page 2031 in the office of the County Recorder of Salt Lake County, State of Utah, as heretofore amended by a First Amendment to Declaration of Condominium for Casto Pines condominiums dated December 20, 1995, recorded as Entry No. 6274807 in the office of the County Recorder of Salt Lake County, State of Utah and by a Second Amendment to Declaration of Condominium dated December 22, 2008 and recorded December 22, 2008 as Entry No. 10584067 in Book 9667, Pages 2307 to 2313 in the office of the County Recorder of Salt Lake County, State of Utah (the "Declaration") which condominium project is situated on the real property described in Exhibit "A" attached hereto and by this reference made a part hereof:

"The Declaration of Condominium for Casto Pines, as heretofore amended, as described above, is hereby further amended by the addition at the end of Article IX thereof of the following:

#### 9.09 Termination of Utility Services:

(a) If a Unit Owner fails or refuses to pay any assessment when due, the management committee may, after giving notice and an opportunity to be heard in accordance with Section 9.09(b) terminate said Owner's right to receive utility services paid as a common expense.

(b) Before terminating utility services under this Section 9.09(a), the management committee shall give written notice to the Unit Owner in the manner provided in the declaration, bylaws, or association rules of Casto Pines. The notice shall state:

- (i) utility services will be terminated if payment of the assessment is not received within 72 hours following the mailing of said notice;
- (ii) the amount of the assessment due, including any interest or late payment fee; and
- (iii) the right to request a hearing under 9.09(c) hereof.


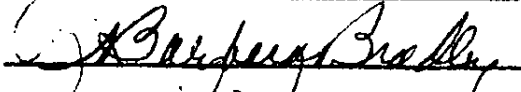




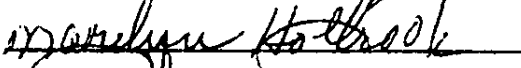
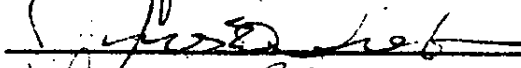

(c) A Unit Owner who is given notice under 9.09(b) may request an informal hearing to dispute the assessment by submitting a written request to the management committee within 14 days from the date the notice is received.

(i) The hearing shall be conducted in accordance with the standards provided in the declaration, bylaws, or association rules of Casto Pines.

(ii) If a hearing is requested, utility services or right of access and use or recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

(d) Upon payment of the assessment due, including any interest or late payment fee, the management committee shall immediately take action to reinstate the terminated utility services to the Unit."

This document is executed and shall be recorded in the office of the County Recorder of Salt Lake County, State of Utah in compliance with the requirements of Sections 9.08 and 15.05 of the Declaration.

<u>Signature of Unit Owner</u>	<u>Date</u>	<u>Unit No.</u>
	5/22/10	6
	5/22/10	10
	5/22/10	9
	5/22/10	8
	5/22/10	8
	5/22/10	<del>4</del> 5
	5-22-10	4
	5-22-10	12
	5.23.10	7

<u>Signature of Unit Owner</u>	<u>Date</u>	<u>Unit No.</u>
Robert S. Brewster	May 23, 2010	2
Donna M. Brewster	11 " "	2
Jan C. Calwood	5-23-2010	1
Chicko Okoyeji	5-24-2010	3
Scott Goodland	5/24/10	11

EXHIBIT "A"

The LAND described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Beginning at a point which is S 0 10' 50" W 405.90 feet (surveys of record) 405.46 feet (Salt Lake County A.R.P.) and N 88 57' 10" W (measured) N 88 56' 53" W (Salt Lake County A.R.P.) 689.92 feet and N 1 07' 00" E 25.00 feet from the East quarter corner of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian said point of beginning also being on the North Right of Way Line of Casto Lane and running thence N 1 07' 00" E 150.94 feet; thence S 89 00' 00" E 120.60 feet; thence N 245.65 feet; thence W 222.20 feet; thence S 38.00 feet; thence W 142.50 feet; thence S 45.00 feet; thence W 16.03 feet; thence N 1.44 feet; thence W 151.04 feet to the Right of Way line of Holliday Boulevard; thence along said Right of Way line S 0 07' 25" E 15.00 feet; thence E 150.54 feet; thence S 103.60 feet; thence N 89 20' 00" E 2.34 feet; thence S 98.03 feet; thence W 16.17 feet; thence S 99.33 feet to the North Right of Way line of Casto Lane; thence along said North Right of Way line S 88 57' 10" E (measured) S 88 56' 53" E (Salt Lake County A.R.P.) 271.40 feet to the Point of Beginning.

Contains 130,148 Sq. Feet, plus or minus, or 2.99 Acres, plus or minus.