

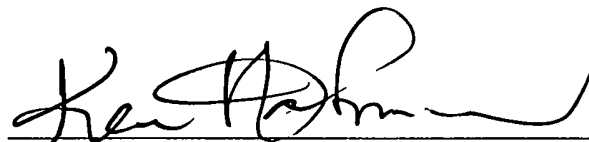
BROADWAY TOWER CONDOMINIUMS, LLC
AMENDMENT TO COVENANTS, CONDITIONS & RESTRICTIONS

By unanimous consent of the Board of Directors for Broadway Tower Homeowners Association, be it known that the following amendments have been approved and adopted as of this 13th day of November, 2012.

- 1) No provision of the condominium project gives a condominium unit owner or any other party, priority over the rights of any first mortgagee of a condominium unit, pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
- 2) Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. Provided however, that the lender will be liable for any fees or costs incurred relating to the collection of the unpaid dues.
- 3) Amendments of a material adverse nature to mortgagees must be agreed to by the mortgagees that represent at least 51% of the votes of unit estates that are subject to mortgages.
- 4) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by the mortgagees that represent at least 51% of the votes of the unit estate that are subject to mortgages.
- 5) When a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail with a return receipt requested, an implied approval will be assumed.

These amendments to the covenants, conditions and restrictions are agreed to by unanimous vote of the Board of Directors of Broadway Tower Homeowners Association as of this 13th day of November, 2012.

BROADWAY TOWER HOMEOWNERS ASSOCIATION



Kenneth T. Holman, President

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KEN HOLMAN
6575 S REDWOOD RD STE 102
TAYLORSVILLE UT 84123
BY: DDK, DEPUTY - WI 2 P.

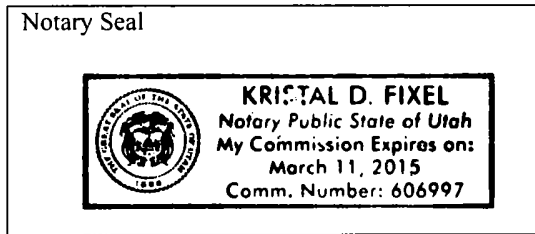
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STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

On this 20th day of November 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Kenneth T Holman, the President of Broadway Towers Homeowners, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Kristal D. Fixel
(Signature of Notary)

My Commission Expires: March 11, 2015