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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 13 P.

WHEN RECORDED, RETURN TO:

ALTA Approach PUD Owners Association
3792 East Alta Approach Road
Sandy, UT 84092
Attn: Joshua Kanter

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF ALTA APPROACH PLANNED UNIT DEVELOPMENT**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ALTA APPROACH PLANNED UNIT DEVELOPMENT, a planned unit development (this "**Amendment**"), is by and between ALTA Approach PUD Owners Association, a Utah non-profit corporation ("**Association**"), and Jorgen J. Moller and Kerry J. Moller, husband and wife (collectively, "**Moller**"), with respect to the following:

RECITALS:

A. The Association is the governing body of the Alta Approach Planned Unit Development located in Salt Lake County, Utah consisting of 19 residential Lots, common areas and private streets pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Alta Approach Planned Unit Development, a planned unit development dated November 5, 1987, and recorded on November 30, 1987 in the office of the recorder of Salt Lake County, Utah, as Entry No. 4556838, in Book 5984, beginning at Page 900 as amended and supplemented ("**Declaration**"), and that certain Alta Approach PUD Subdivision Plat ("**Plat**") recorded on November 30, 1987 in the office of the recorder of Salt Lake County, Utah, as Entry No. 4556837, in Book 87-11, beginning at Page 138 as amended and supplemented. The Project (as defined in the Declaration) consists of certain real property (the "**Property**") located in Salt Lake County, Utah, legally described on the Exhibit A attached hereto and made a part hereof.

B. Moller is the owner of certain real property ("**Moller Property**") located in Salt Lake County, Utah, legally described on the Exhibit B attached hereto and made a part hereof. The Moller Property is contiguous to portions of the Project.

C. Pursuant to that certain Letter of Intent Agreement dated May 27, 2008, Moller and the Association intend by recording this Amendment to incorporate the Moller Property into the Project and subject the Moller Property to all of the restrictions, covenants, conditions and easements of the Declaration and this Amendment.

D. Article XII Section 5(c)(vii) of the Declaration provides that the Owners may amend the Declaration to add property to the Project, which amendment must be approved by not less than of sixty-seven percent (67%) of the total votes in the Association.

E. At least sixty-seven percent (67%) percent of the total votes in the Association have approved this Amendment for the purpose of amending the Declaration to add the Moller Property to the Project.

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

4840-3678-9518.3

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NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the Association and Moller hereby agree, declare and state as follows:

1. Purpose. This Amendment is being recorded in order to protect and enhance the value, desirability, use and enjoyment of the Project. The Moller Property is hereby subjected to the Declaration and shall be held, sold and conveyed subject to the Declaration, the Plat, the Articles of Incorporation, the Association bylaws, the Association rules and regulations, and this Amendment as may be supplemented and amended from time to time (collectively, the "**Governing Documents**"). By acceptance of a deed or by acquiring any interest in the Moller Property, each person, for himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions and easements, now or hereafter imposed by the Governing Documents. This Amendment shall run with the land and be binding on all subsequent and future owners, grantees, purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Amendment shall be beneficial, prohibitive and enforceable by the Association and its representatives, successors and assigns.

2. Restrictions on Moller Property. In addition to the covenants, conditions and restrictions set forth in the Declaration, the Association and Moller hereby agree and declare that the Moller Property shall be subject to certain covenants, conditions and restrictions intended to benefit the Association, burden the Moller Property and run with the land including:

(a) The Moller Property shall be deemed a Lot for purposes of the Declaration.

(b) No buildings or structures for human occupancy of any kind shall be constructed on the Moller Property except for one (1) single-family residential home.

(c) Any Living Unit or improvements to be constructed on the Moller Property including, without limitation, any driveway and curb cut to Alta Approach Road, shall be acceptable to, and must be approved in advance, in writing, pursuant to Article VIII of the Declaration.

(d) The Owner of the Moller Property shall not by deed, plat or otherwise, subdivide or in any manner cause the Moller Property to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole.

(e) No Living Unit may be occupied prior to its completion and the issuance of a certificate of occupancy by the applicable governmental authority and recordation of the amendment to the Plat approved by the Association.

(f) The Owner of the Moller Property shall not change or assist any other party in changing the current zoning of the Moller Property.

(g) The Moller Property and any development thereon shall be prohibited from being used as a rental property for periods of less than one-year in duration.

(h) Any driveway and curb cut from Alta Approach Road to the Moller Property shall be subject to such landscaping requirements as the Association may reasonably require.

(i) No garage, storage unit, or other out building, structure or improvement may be constructed prior to the commencement of construction of the primary Living Unit on the Moller Property.

3. Amendment to Plat. Prior to construction of a Living Unit on the Moller Property, the Owner of the Moller Property shall cause to be prepared by a registered and licensed surveyor reasonably acceptable to the Association an amendment to the Plat incorporating the Moller Property as a Lot in the Project which amendment shall be acceptable to, and must be approved in advance, in writing, by the Association. Upon the Association's approval of the amendment to the Plat, the Owner of the Moller Property shall be responsible for obtaining all necessary approvals from all applicable governmental authorities. Following recordation of the Plat amendment and subject to the Association's receipt of satisfactory evidence of payment, the Association agrees to reimburse the Owner of the Moller Property for one-half of the reasonable surveyor fees to prepare such amendment.

4. Assessments. Commencing on January 1, 2012, the Moller Property shall be subject to and the Association shall levy assessments against the Moller Property at the uniform rate for all Lots. In accordance with Article V of the Declaration, the Owner of the Moller Property shall be obligated to pay and the Moller Property shall be subject to any and all assessments levied by the Association against the Lots.

5. Capital Reserves; Association Costs. Moller shall, within 10 business days of their execution of this Amendment, deliver to the Association a one-time payment that equals the sum of 1/20th of the Association's capital reserves after contribution by Moller plus one-half of the costs and attorney's fees incurred by the Association in connection with this Amendment. The payment under this Section 7 shall be the personal obligation of the Owner of the Moller Property and shall be secured by a lien on the Moller Property in favor of the Association. Failure to pay shall entitle the Association to exercise any and all rights and remedies under the Declaration and at law or in equity.

6. Amendment to Article V of the Declaration. Article V is hereby amended to include the following provisions:

(a) Pursuant to the Utah Community Association Act, Utah Code Annotated Section 57-8a-101 et seq. (the "Act"), the Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to First American Title Insurance Company, with power of sale, each Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

(b) In addition to its foreclosure rights, the Association may file and action to recover a money judgment for any unpaid assessment without waiving its lien rights available under the Declaration and pursuant to Utah law.

(c) The Association may terminate the delinquent Owner's rights under this Declaration to the extent permitted by law, including terminating the right to receive a utility services for which the Owner pays as an Assessment, and may all terminate such Owner's access to and use of any Common Area amenities.

(d) Any tenant of a Living Unit may be required to pay the Assessments levied against any Lot for which the Owner fails to pay such Assessment for a period of more than sixty (60) days after the Assessment is due and payable, pursuant to Section 57-8a-310 of the Act.

7. Full Force and Effect; Defined Terms. The Declaration, subject to this Amendment, is hereby ratified, approved, and confirmed and shall remain unmodified in all other respects and in full force and effect. Any capitalized term not otherwise defined herein shall have the meaning given it in the Declaration.

8. General Provisions.

(a) Recitals. The recitals set forth above and the exhibits attached to this Amendment are each incorporated into the body of this Amendment as if set forth in full herein.

(b) Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Amendment shall entitle any party to cancel or termination this Amendment and shall not affect in any manner any of the rights or remedies which the parties may have by reason of any other breach of this Amendment.

(c) No Relationship. The parties shall not, by this Amendment nor by any act of either party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other.

(d) Governing Law. This Amendment shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(e) Severability. If any term or provision of this Amendment or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Amendment shall be valid and enforced to the fullest extent permitted by law.

(f) Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Association and the Moller and their respective successors and assigns, including successors in title. The rights and privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Moller Property (as applicable) and shall run with title to, and be appurtenant to, such parcels. All the covenants, conditions, restrictions, easements, terms and provisions hereof are and shall be deemed to be covenants running with the Moller Property.

(g) No Waiver. Failure of a party to insist upon strict performance of any provisions of this Amendment shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Amendment shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

(h) Costs and Expenses and Remedies Upon Breach. In the event of a breach in any of the restrictions contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Amendment or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Because it would be difficult to ascertain the exact money damages suffered by a non-breaching party, such non-breaching party is entitled to appropriate equitable remedies in the event of any such breach.

(i) Not a Public Dedication. Nothing contained in this Amendment shall be deemed to be a gift or dedication of any portion of the Association Property or the Moller Property to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Amendment be strictly limited to and for the purposes expressed herein.

(j) Exhibits. Each exhibit referred to in, and attached to, this Amendment is an integral part of this Amendment and is incorporated in this Amendment by this reference.

(k) Interpretation. The paragraph headings in this Amendment are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Amendment shall include the plural, where the context is otherwise appropriate.

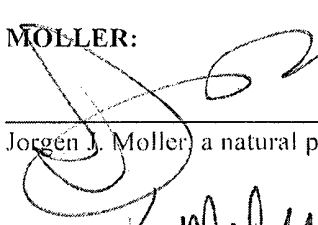
(l) Counterparts. This Amendment may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment to Declaration of Covenants, Conditions and Restrictions of Alta Approach Planned Unit Development as of the dates below written to be effective as of the date of recordation with the Salt Lake County Recorder's Office.

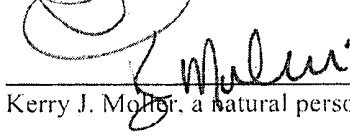
Date: April 30, 2012

MOLLER:



Jorgen J. Moller, a natural person

Date: April 30, 2012

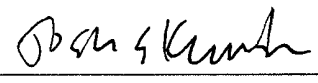


Kerry J. Moller, a natural person

ASSOCIATION:

ALTA Approach PUD Owners Association,
a Utah non-profit corporation

^{May}
Date: April 21, 2012

By: 

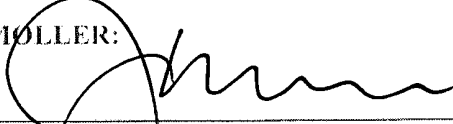
Joshua S. Kanter, its President

IN WITNESS WHEREOF, the parties have executed this Amendment to Declaration of Covenants, Conditions and Restrictions of Alta Approach Planned Unit Development as of the dates below written to be effective as of the date of recordation with the Salt Lake County Recorder's Office.

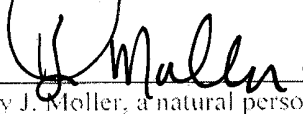
Date: Sept. 12, 2012

Date: Sept. 12, 2012

MOLLER:



Jorgen J. Moller, a natural person



Kerry J. Moller, a natural person

ASSOCIATION:

ALTA Approach PUD Owners Association,
a Utah non-profit corporation

Date: April _____, 2012

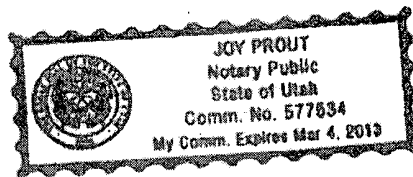
By: _____
Joshua S. Kanter, its President

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 22nd day of May, 2012, by Joshua S. Kanter, the President of ALTA Approach PUD Owners Association, a Utah non-profit corporation.

Joy Prout
NOTARY PUBLIC
Residing at: _____

My Commission Expires:



STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 12 day of Sept., 2012, by Jorgen J. Moller.

J. Larson
NOTARY PUBLIC
Residing at: 2330 California Ave

My Commission Expires:

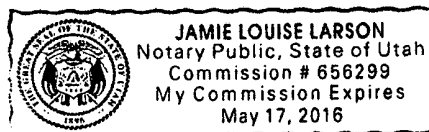


STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 12 day of Sept., 2012, by Kerry J. Moller.

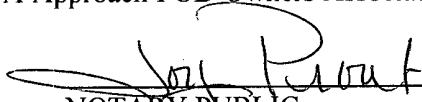
J. Larson
NOTARY PUBLIC
Residing at: 2330 California Ave

My Commission Expires:

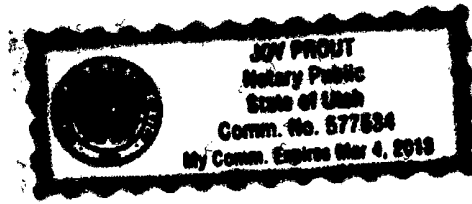


STATE OF Utah)
: ss.
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 22nd day of May, 2012, by Joshua S. Kanter, the President of ALTA Approach PUD Owners Association, a Utah non-profit corporation.


NOTARY PUBLIC
Residing at: _____

My Commission Expires:



STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2012, by Jorgen J. Moller.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2012, by Kerry J. Moller.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

**EXHIBIT A
TO
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF ALTA APPROACH PLANNED UNIT DEVELOPMENT**

Legal Description of Property

The real property referenced in the foregoing instrument as the Property is located in Salt Lake County, Utah, and is more particularly described as:

BEGINNING at the Center of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 01°27'58" West 119.703 feet; to a point on a 439.687 foot radius curve; thence to the right along the arc of said curve 129.656 feet through a central angle of 16°53'44" (chord bears South 82°57'47" East 129.186 feet); thence South 74°30'55" East 729.561 feet; thence South 81°43'55" East 149.914 feet to a point on a 18.500 foot radius curve; thence to the left along the arc of said curve 7.881 feet through a central angle of 24°24'34" (chord bears South 21°47'46" West 7.822 feet) to a point on a 59.283 foot radius curve; thence to the right along the arc of said curve 90.537 feet through a central angle of 87°30'06" (chord bears South 53°20'32" West 81.992 feet); thence North 82°54'26" West 45.594 feet to a point on a 238.177 foot radius curve; thence to the left along the arc of said curve 127.298 feet through a central angle of 30°37'22" (chord bears South 81°46'53" West 125.788 feet); thence South 66°28'12" West 48.452 feet to a point on a 603.507 foot radius curve; thence to the right along the arc of said curve 68.637 feet through a central angle of 06°30'59" (chord bears South 69°43'41" West 68.600 feet) to a point on a 18.500 foot radius curve; thence to the left along the arc of said curve 27.988 feet through a central angle of 86°40'55" (chord bears South 29°38'43" West 25.395 feet) to a point on a 48.046 foot radius curve; thence to the left along the arc of said curve 67.085 feet through a central angle of 80°00'00" (chord bears South 53°41'44" East 61.767 feet); thence North 86°18'16" East 95.750 feet to a point on a 293.978 foot radius curve; thence to the right along the arc of said curve 118.010 feet through a central angle of 23°00'00" (chord bears South 82°11'44" East 117.219 feet) to a point on a 178.667 foot radius curve; thence to the left along the arc of said curve 99.787 feet through a central angle of 32°00'00" (chord bears South 86°41'44" East 98.495 feet); thence North 77°18'16" East 24.864 feet to a point on a 338.898 foot radius curve; thence to the right along the arc of said curve 111.877 feet through a central angle of 18°54'52" (chord bears North 86°45'42" East 111.370 feet); thence South 08°00'00" West 29.104 feet to a point on a 359.256 foot radius curve; thence to the left along the arc of said curve 27.853 feet through a central angle of 04°26'32" (chord bears South 81°01'33" East 27.846 feet); thence South 15°10'00" West 5.541 feet; thence North 81°01'33" West 11.452 feet to a point on a 303.890 foot radius curve; thence to the left along the arc of said curve 114.937 feet through a central angle of 21°40'11" (chord bears South 88°08'21" West 114.253 feet); thence South 77°18'16" West 24.864 feet to a point on a 213.667 foot radius curve; thence to the right along the arc of said curve 119.334 feet through a central angle of 32°00'00" (chord bears North 86°41'44" West 117.789 feet) to a point on a 258.878 foot radius curve; thence to the left along the arc of said curve 103.960 feet through a central angle of 23°00'00" (chord bears North 82°11'44" West 103.264 feet); thence South 86°10'16" West 95.750 feet to a point on a 83.046 foot radius curve; thence to the right along the arc of said curve 115.955 feet through a central angle of 80°00'00" (chord bears North 53°41'44" West 106.762 feet); thence South 18°40'00" West 9.090 feet;

thence South 376.000 feet; thence North 89°41'02" West 579.646 feet; thence South 683.299 feet; thence South 89°50'31" West 456.428 feet; thence North 1327.959 feet to a point on the Southerly right-of-way of the South Fork of Little Cottonwood Canyon Road; thence along the said Southerly right-of-way North 70°42'58" East 61.558 feet; thence South 00°30'15" West 20.129 feet; thence North 09°50'31" East 398.572 feet to the point of BEGINNING. Contains 24.56 acres = 19 lots. Basis of bearing is the Center Section line of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian to the East Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian, Center Section lines bear North 89°14'29" East.

EXHIBIT B
TO
AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF ALTA APPROACH PLANNED UNIT DEVELOPMENT

Legal Description of Moller Property

The real property referenced in the foregoing instrument as the Moller Property is located in Salt Lake County, Utah, and is more particularly described as:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE SOUTH FORK OF LITTLE COTTON WOOD CANYON ROAD, SAID POINT BEING SOUTH 89°14'29" WEST ALONG THE CENTER SECTION LINE 1484.90 FEET AND SOUTH 150.29 FEET FROM THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 3 SOUTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 08°00'00" WEST 181.80 FEET TO A POINT ON A 359.256 FEET RADIUS CURVE TO THE LEFT, THENCE EASTERLY ALONG THE ARC OF SAID CURVE 27.85 FEET (LONG CHORD BEARS SOUTH 8100133? EAST 27.85 FEET); THENCE SOUTH 15°10'00" WEST 334.48 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, SAID POINT BEING NORTH 89°41'01" WEST 260.60 FEET FROM THE BUREAU OF LAND MANAGEMENT BRASS CAP BEING THE SOUTHEAST CORNER OF THE SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 89°41'01" WEST ALONG SAID SOUTH BOUNDARY 1044.86 FEET TO A BUREAU OF LAND MANAGEMENT BRASS CAP BEING THE SOUTHWEST CORNER OF THE SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 00°16'55" WEST ALONG THE WEST BOUNDARY OF THE SAID NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND CENTER SECTION LINE TO A SALT LAKE COUNTY BRASS CAP BEING THE CENTER OF SAID SECTION 12; THENCE NORTH 01°27'58" WEST ALONG THE CENTER OF SECTION LINE 119.70 FEET IN THE SOUTHERLY RIGHT OF WAY OF THE SOUTH FORK OF LITTLE COTTONWOOD CANYON ROAD; THENCE NORTH 88°35'21" EAST ALONG SAID SOUTHERLY RIGHT OF WAY 65.30 FEET; THENCE SOUTH 74°30'55" EAST ALONG SAID SOUTHERLY RIGHT OF WAY 794.96 FEET; THENCE SOUTH 81°43'55" EAST ALONG SAID SOUTHERLY RIGHT OF WAY 308.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS SOUTH 639.90 FEET AND EAST 579.64 FEET FROM THE CENTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 19 OF ALTA APPROACH SUBDIVISION) AND RUNNING THENCE NORTH 376.60 FEET; THENCE NORTH 18°48'00" EAST 9.89 FEET TO A NON TANGENT POINT ON A 83.05 FEET RADIUS CURVE (BEARING TO CENTER BEARS NORTH 76°1W16° EAST AND CENTRAL ANGLE OF 80°00'009; THENCE SOUTHEASTERLY 115.95 FEET ALONG

THE ARC OF SAID CURVE; THENCE NORTH 86°18'16" EAST 35.85 FEET; THENCE SOUTH 17°07'21" WEST 339.65 FEET; THENCE NORTH 89°41'02" WEST 25.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

BEGINNING SOUTH 324.998 FEET AND EAST 1134.023 FEET FROM THE CENTER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 15010 WEST 328.939 FEET; THENCE NORTH 89°41'02" WEST 443.33 FEET; THENCE NORTH 17°07'21" EAST 339.65 FEET; THENCE NORTH 86°18'16" EAST 59.9 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 103.66 FEET; THENCE EASTERLY ALONG A CURVE TO THE LEFT 119.334 FEET; THENCE NORTH 77°18'16" EAST 24.864 FEET; THENCE EASTERLY ALONG A CURVE TO THE RIGHT 114.937 FEET; THENCE SOUTH 81°01'33" EAST 11.452 FEET TO BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTIONS OF THE PROPERTY LYING WITHIN THE BOUNDS OF THE ALTA APPROACH PLANNED UNIT DEVELOPMENT, THE ALTA APPROACH CONDOMINIUMS. THE ALTA APPROACH CONDOMINIUMS PHASE 2, THE ALTA APPROACH ROAD, AND QUARRY DRIVE.

Tax Serial No. 28-12-403-002