

When Recorded Mail To:
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 Book - 9667 Pg - 2307-2313
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 VAN COTT BAGLEY CORNWALL
 MCCARTHY PC PO BOX 45340
 36 S STATE ST STE 1900
 SLC UT 84111
 BY: EAP, DEPUTY - WI 7 P.

SECOND AMENDMENT TO
 DECLARATION OF CONDOMINIUM

22 This Second Amendment to Declaration of Condominium executed this
 day of December, 2008, by Chieko Okazaki, 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 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

WHEREAS, at a meeting of the Unit Owners of all of the condominium
 Units in said Casto Pines which meeting was duly called, convened and held on
 November 20, 2008, at which meeting all of said Unit Owners were present in
 person or represented by proxy, the following resolution was adopted:

"The Unit Owners of Casto Pines, a Utah condominium project
 hereby elect to amend the Declaration of Condominium for Casto Pines, as
 heretofore amended, shall be further amended as follows:

1. The second sentence of Section 6.01 of the
 Declaration shall be amended to delete said sentence as it
 presently appears and to substitute therefor the following:

"No Unit shall be used for business or
 commercial activity."

2. Article VI of the Declaration shall be amended and supplemented by the addition thereto of the following:

"6.10 Restrictions on Rental or Leasing. No Unit in the Project shall be rented or leased by the Unit Owner thereof to any third party or third parties nor shall any third party be allowed to occupy any Unit except if it is concurrently being occupied by the Unit Owner."

Said resolution was adopted by the affirmative vote of 11 of the 12 Unit Owners in the Project. The remaining Unit Owner voted against adoption of said resolution; and

WHEREAS, in accordance with Section 15.05 of the Initial Declaration, 11 Unit Owners of Units in Casto Pines executed a Consent of Unit Owners, a copy of which is attached hereto as Exhibit B and by this reference made a part hereof.

NOW, THEREFORE, in accordance with the resolutions adopted at the aforesaid meeting of Unit Owners and the aforesaid Consent of Unit Owners, the Initial Declaration as heretofore amended by the First Amendment of Casto Pines is further amended as follows:

1. The second sentence of Section 6.01 of the Declaration shall be amended to delete said sentence as it presently appears and to substitute therefor the following:

"No Unit shall be used for business or commercial activity."

2. Article VI of the Declaration shall be amended and supplemented by the addition thereto of the following:

"6.10 Restrictions on Rental or Leasing. No Unit in the Project shall be rented or leased by the Unit Owner thereof to any third party or third parties nor shall any third party be allowed to occupy any Unit except if it is concurrently being occupied by the Unit Owner."

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

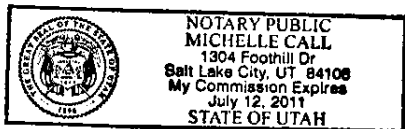
By Chieko Okazaki

By Dale Bradley

By M. Scott Woodland

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

On the 22nd day of December, 2008, personally appeared before me Chieko Okazaki, 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.



Michelle Call
NOTARY PUBLIC AND SEAL

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 158.94 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.

Exhibit A

Consent of Unit Owners

The undersigned Unit Owners in Casto Pines, a Utah condominium project hereby consent to and agree to the following amendments 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 (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:

1. The second sentence of Section 6.01 of the Declaration shall be amended to delete said sentence as it presently appears and to substitute therefor the following:

"No Unit shall be used for business or commercial activity."

2. Article VI of the Declaration shall be amended and supplemented by the addition thereto of the following:

"6.10 Restrictions on Rental or Leasing. No Unit in the Project shall be rented or leased by the Unit Owner thereof to any third party or third parties nor shall any third party be allowed to occupy any Unit except if it is concurrently being occupied by the Unit Owner."

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 Section 15.05 of the Declaration.

<u>Signature of Unit Owner</u>	<u>Date</u>	<u>Unit No.</u>
<u>Boston Bradley</u>	<u>Dec 21, 2008</u>	_____
<u>[Signature]</u>	<u>Dec 21, 2008</u>	_____
<u>Charles Okoye</u>	<u>Dec 21, 2008</u>	_____
<u> Pamela R. Russell</u>	<u>Dec 21, 2008</u>	_____
<u> Eleanor A. Badger</u>	<u>Dec. 21, 2008</u>	_____
<u> Jean C. Calvert</u>	<u>Dec. 21, 2008</u>	_____

Exhibit B

<u>Signature of Unit Owner</u>	<u>Date</u>	<u>Unit No.</u>
<u>Robert A Brewster</u>	<u>Dec. 21, 2008</u>	<u>_____</u>
<u>Dennis M Brewster</u>	<u>Dec. 21, 2008</u>	<u>_____</u>
<u>Bonnie Stephens</u>	<u>Dec 21, 2008</u>	<u>_____</u>
<u>Dean R Stephens</u>	<u>Dec 21, 08</u>	<u>_____</u>
<u>Marilyn Hollisak</u>	<u>DEC. 21.08</u>	<u>_____</u>
<u>Penny Ellsworth</u>	<u>Dec. 21 - 08</u>	<u>_____</u>
<u>Matt Goodland</u>	<u>12/31/08</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

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