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Gary W. Ott
Recorder, Salt Lake County, UT
RICHARDS LAW PC
BY: eCASH, DEPUTY - EF 4 P.

After Recording Return To:
Richards Law, PC
2040 E. Murray-Holladay Rd., Suite 106
Salt Lake City, UT 84117

**AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF LANDING'S POINTE
A CONDOMINIUM DEVELOPMENT**

These Amendments to the Amended and Restated Declaration of Condominium of Landing's Pointe ("**Declaration**") that established the condominium development known as Landing's Pointe Condominiums is made on the date evidenced below by the Landing Point Building Associates, Inc., a Utah nonprofit corporation (hereinafter "**Association**").

RECITALS

A. Certain real property in Salt Lake County, Utah, known as Landing Pointe Condominiums was subjected to certain covenants, conditions and restrictions by an Amended and Restated Declaration of Condominium recorded September 24, 2001, as Entry No. 8009524 in the Office of the County Recorder for Salt Lake County, State of Utah;

B. Pursuant to the Declaration and other documents governing, the Association is the authorized representative of the Owners of certain real property known collectively as Landing Pointe Condominiums;

C. This Amendment shall be binding against the property described in the Declaration and as contained in **Exhibit A** attached hereto;

D. The Association, through its Management Committee and members desires to clarify and change certain provisions in the Declaration such as to include an attorney's fee clause allowing the prevailing party in an enforcement matter to recover their attorney fees and costs, to require unfinished or unbuilt Units to be completed within a certain timeframe after transfer of title, and to reallocate the maintenance of the roof obligations to the Owners within a particular building;

E. Pursuant to Article III, Section 23 of Declaration and pursuant to the Act, proper approval was duly received by vote of the membership to adopt and record this Amendment to the Declaration;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

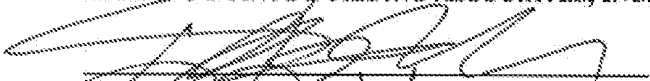
Article III, Section 30(a). Suits, Proceedings, and Other Actions. Notwithstanding any provision in this Declaration to the contrary, any suit, proceeding, or other action as may be deemed necessary to recover a money judgment respecting any assessments levied or fixed by the Management Committee shall be maintained on behalf of the Association at the instance and suit of the Management Committee. The Association shall be entitled to an award of its attorneys' fees and costs in any action taken for the purpose of enforcing or otherwise implementing the terms of the Governing Documents, or for any action taken pursuant to the Governing Documents, if it prevails in such action, regardless of who instituted the action. In the event parties to the CCR's are successful in bringing and defending other claims, the prevailing party is entitled to an award of attorney fees and costs.

Article III, Section 21(h). Completion of Construction. From the date of purchase of Unit, upon which no Unit has yet been constructed, Owner must complete construction of the Unit and obtain a certificate of occupancy within twenty-four (24) months. This clause becomes effective against any unconstructed Unit upon the recording of this amendment.


Article III, Section 11. Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary, and attractive condition at all times. It is the Owners' responsibility to maintain, repair and replace roof, shingles, gutters and other roofing apparatuses connected to their specific Unit's building. Owners who share a building must determine amongst themselves the allocation and division of costs. Should Owners be unable to come to an agreement, the Management Committee may mediate or assist in facilitating an agreement between Owners.

IN WITNESS WHEREOF, LANDING POINTE BUILDING ASSOCIATES, INC. has executed this Amendment to the Declaration as of the _____ day of _____, 2017.

LANDING POINTE BUILDING ASSOCIATES, INC.



,President



,Secretary

STATE OF UTAH)
 :SS
County of Salt Lake)

On the 14 day of February, 2017, personally appeared before me
David Frank Grill and Bradley Clark Woodbury who, being first
duly sworn, did that say that they are the President and Secretary of the Landing Pointe Building
Associates, Inc. and that the foregoing instrument was signed in behalf of said Association by
authority of its Board of Trustees/Management Committee; and each of them acknowledged said
instrument to be their voluntary act and deed.

Jessica Zamora
Notary Public for Utah

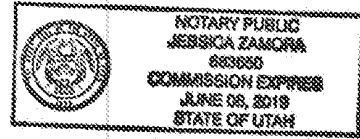


EXHIBIT A

Landing Point Condominium
A CONDOMINIUM DEVELOPMENT
LEGAL DESCRIPTION

All of Units within LANDINGS POINTE CONDO AMD, Salt Lake City, Salt Lake County
State of Utah, including but not limited to, parcel number 21311780160000.

