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Book - 8661 Pg - 551-554  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
BY: EHR, DEPUTY - WI 4 P.

BK 8661  
Pg 551-554

WHEN RECORDED RETURN TO:  
GLACIER LAND CO., L.L.C.  
P.O. BOX 711010  
SALT LAKE CITY, UTAH 84171

**AMENDMENT TO CCRs**  
FOR MONTE LUCA CONDOMINIUMS  
LANDSCAPING PARAMETERS

The landscape standard and upgrade guidelines shall be limited to the following:

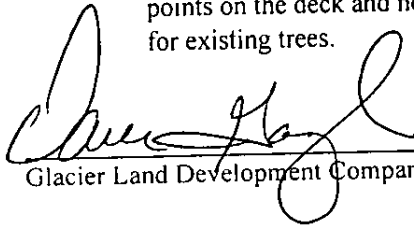
1. All landscaping including, but not limited to, upgrades, standards, trees, shrubs, bushes, sod, rockwork and sprinklers, shall be approved in writing by the Association of the unit owners or the Board of Trustees or Management Committee, prior to installation. Approval shall be considered only when a written specific diagram and/or sketch is provided to the Association of unit owners or the Board of Trustees or Management Committee.
2. **Monaco Only**
  - In addition to the above, tree planting of any kind shall be restricted to the following parameters. A string or wire will be used as a measuring stick from furthest "west corner" deck support beam to the neighbor's applicable "furthest west" support beam. All planting, including branches, shall fall behind actual string/wire.
  - Side yard upgrades shall be restricted to mutual agreement between the immediate affected parties, except subject to a minimum of three feet set back from building or deck on either side of proposed upgrade.
  - Back yard shall be restricted, including branches, to planting of trees within a 10 foot (10') set back inside of furthest points on deck, and no closer than 10 feet (10') to crest of hill, excepting existing trees.
  - All upgraded landscaping shall be at the sole "cost" of the party or parties requesting the upgrade. The person and/or persons are responsible for any additional expense associated with maintenance, including but not limited to, removal and/or replacement of a tree, if necessary, and any damage, (including roots) caused to structure or structures due to the upgrade.
  - The attached Exhibit "A" shall be referenced as an example of upgradeable areas.
  - Side yard upgrades shall be restricted to mutual agreement between the immediate affected parties, subject to a permanently maintained three-foot (3') minimum set back from both building and deck on either side of the proposed upgrade.

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12.25.401.071

- Back yard planting of tree upgrades, including maturing branches, shall be restricted and maintained to a ten-foot (10') set back inside of the furthest points on the deck and no closer than 10 feet (10') to the crest of the hill, except for existing trees.



Glacier Land Development Company, L.L.C.

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STATE OF UTAH, County of SALT LAKE) ss.

On this date, OCTOBER 4, 2002, personally appeared before me DAVID GOUGH, who being by me duly sworn did say that he is a MANAGING MEMBER of GLACIER LAND CO., L.L.C., A UTAH LIMITED LIABILITY COMPANY the limited liability company that executed the above and foregoing instrument and that said instrument was signed on behalf of said company by authority of its by-laws (or by authority of a resolution of its board of managers/members) and said DAVID GOUGH acknowledged to me that said limited liability company executed same.

  
Notary Public

My commission expires:  
Residing in:



8661P0553

EXHIBIT A

Beginning at a point 390.83 feet East and 1171.939 feet North from the South quarter corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 08 deg. 23'00" East a distance of 1.868 feet; thence North 31 deg. 21'00" East a distance of 191.250 feet; thence North 37 deg. 58'00" West a distance of 342.732 feet; thence North 56 deg. 57'42" East a distance of 131.149 feet; thence around a curve to the right through a central angle of 01 deg. 30'22" an arc distance of 17.086 feet, a chord bearing of South 26 deg. 43'30" East a distance of 17.085 feet; thence around a curve to the left through a central angle of 02 deg. 09'24" an arc distance of 24.466 feet, a chord bearing of South 27 deg. 03'01" East a distance of 24.465 feet; thence North 57 deg. 14'22" East a distance of 113.508 feet; thence North 32 deg. 13'08" West a distance of 45.682 feet; thence North 57 deg. 46'52" East a distance of 67.717 feet; thence South 21 deg. 22'40" East a distance of 45.066 feet; thence South 89 deg. 58'39" East a distance of 295.598 feet; thence South 25 deg. 59'44" East a distance of 27.825 feet; thence North 89 deg. 58'39" West a distance of 16.165 feet; thence South 05 deg. 33'16" East a distance of 237.565 feet; thence South 18 deg. 25'09" East a distance of 74.815 feet; thence South 71 deg. 34'27" West a distance of 244.609 feet; thence South a distance of 87.994 feet; thence West a distance of 100.109 feet; thence South 68 deg. 34'00" West a distance of 181.098 feet to the point of beginning.

Property Description of Monte Luca Phase II

Beginning at a point 1607.31' North and 279.76' East from the South Quarter corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence N 56°57'42" E a distance of 131.15'; thence around a curve to the left through a central angle of 11°11'19" an arc distance of 126.93' a chord bearing of N 33°04'20" W a distance of 126.73'; thence N 38°40'00" W a distance of 429.25'; thence N 80°36'00" E a distance of 74.76'; thence N 09°24'00" W a distance of 164.09'; thence S 72°02'00" W a distance of 101.92'; thence N 00°04'12" E a distance of 10.44'; thence S 76°27'00" W a distance of 229.94'; thence S 41°16'00" E a distance of 318.97'; thence S 37°58'00" E a distance of 472.27' to the point of beginning.

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