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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
BY: SLR

**THIRD AMENDMENT TO CONDOMINIUM DECLARATION  
FOR  
MONTE LUCA CONDOMINIUMS**

THIS DECLARATION is entered into as of the 12<sup>th</sup> day of January, 2004, by GLACIER LAND CO., L.L.C., a Utah limited liability company ("Declarant"), and MONTE LUCA CONDOMINIUMS OWNER'S ASSOCIATION, INC., a Utah nonprofit corporation ("Association")

22-35-401-032  
22-35-404-001-027  
22-35-401-034

- A. Whereas Declarant executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions for Monte Luca Condominiums, (the "Declaration"), dated August 7, 2001 and caused the same to be recorded in the office of the Salt Lake County Recorder on August 18, 2001 as Entry No. 7976985 in Book 8490 at Page 0849, which First Amendment to Condominium Declaration was recorded March 28, 2002 as Entry No. 8188290 in Book 8581 at Page 3600.
- B. Whereas the Declaration subjects that certain real property more particularly described on Exhibit "A" hereto to the provisions of the Act;
- C. Whereas Article XXVII of the Declaration provides that the Declaration may be amended by the Owners at any time by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units, and a vote of at least fifty-on percent (51%) of those mortgage holders who hold first mortgage obligations on the condominium Units; and
- D. Whereas the Declarant and the Association, acting on behalf of Unit Owners representing, in total, more that sixty-seven percent (67%) of the votes allocated to all Units, and mortgage holders comprising more that fifty-one percent (51%) of those mortgage holders who hold first mortgage obligations on the condominium Units, desire to amend the Declaration as stated herein.

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein and for other good and valuable considerations, the legal sufficiency of which is hereby acknowledged, the parties hereto agree to add the attached Articles XXII and Articles XVIII as described in Exhibit "B", to the original Condominium Declaration for Monte Luca Condominiums:

COURTESY RECORDING  
This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content hereof.

## ARTICLE XVIII

### INSURANCE

1. Hazard Insurance. The Board of Trustees or Management Committee or Association of Unit Owners shall at all times maintain, in force, hazard insurance meeting the following requirements:

(a) A multi-peril type policy covering the entire Condominium Project (both Units and Common Areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the special extended coverage endorsement including debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than one hundred percent (100%) of the full insurable value of the Project (based upon replacement cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent. Coverage under this policy to include any items permanently attached to the Unit such as, but not limited to, cabinets, beams, light fixtures, carpets over unfinished floors, finished wall surfaces, patio decks, etc.

MAINTENANCE  
XXII

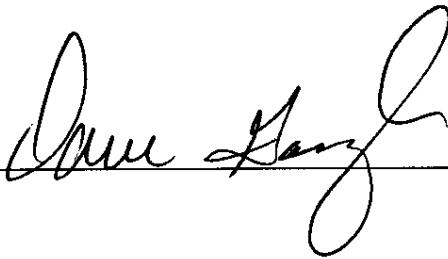
3. Each owner, at their own expense, shall be financially responsible to replace the roof of their individual unit or units at a time specified by the Board of Trustees or Management Committee. The time for the roof replacement will be approximately each twenty-five (25) years from the date of initial completion of the unit. Notification of scheduled roof replacement will be provide to the unit owner at least one year in advance. Payment by the owner to the Management Committee for the new roof shall be made in full within 30 days of roof replacement completion. All decisions regarding the materials to be used in roof replacement will be made by the Management Committee. All provisions of Article XIX section 6 with regards to distinct obligation of the unit owner will apply.

**IN WITNESS WHEREOF**, the undersigned has caused this Declaration to be executed on its behalf on the 13 day of APRIL, 2004.

**“DECLARANT”**

GLACIER LAND CO., L.L.C.

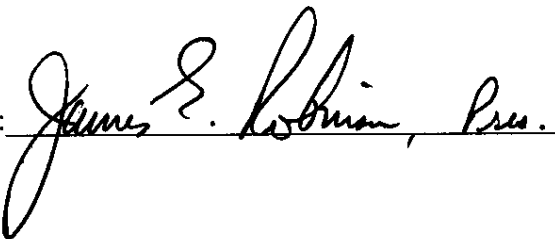
BY:

A handwritten signature in cursive script, appearing to read "Dave Lang", written over a horizontal line.

**“ASSOCIATION”**

MONTE LUCA CONDOMINIUMS OWNER'S ASSOCIATION, INC.

BY:

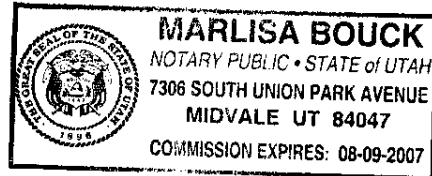
A handwritten signature in cursive script, appearing to read "James E. Robinson, Pres.", written over a horizontal line.

STATE OF UTAH, County of ) ss.

On this date, APRIL 13, 2004, 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.

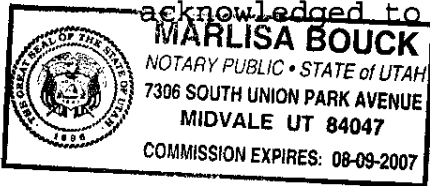
  
Notary Public

My commission expires: 8-9-2007  
Residing in: MIDVALE, UTAH



State of Utah, County of SALT LAKE: ss

On APRIL 14, 2004 personally appeared before me JAMES E. ROBINSON who upon being duly sworn (or affirmed) upon oath that he did sign the foregoing instrument with authority as granted in the capacity as TRUSTEE(S) OF THE MONTE LUCA CONDOMINIUMS OWNER'S ASSOCIATION, INC., and that the said JAMES E. ROBINSON duly acknowledged to me that he executed the same.



  
Notary Public

My Commission Expires: 8-9-2007  
Residing at: MIDVALE, UTAH

## EXHIBIT A

Order Number:

### PARCEL 1:

Beginning at a point 110.469 feet North 89 deg. 54'37" West and 2093.065 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 80 deg. 36' 00" East a distance of 754.929 feet to a point on the Southeast corner of DANISH ESTATES PLAT 1; thence South 26 deg. 45'19" East a distance of 271.245 feet to a point on the North boundary line of DANISH TERRACE SUBDIVISION; thence along the boundary line of said subdivision the following three courses: South 85 deg. 31'25" West a distance of 288.480 feet; South 21 deg. 22'40" East a distance of 231.790 feet; South 89 deg. 58'39" East a distance of 322.240 feet; thence South 21 deg. 26'54" East a distance of 26.869 feet; thence North 89 deg. 58'39" West a distance of 40.440 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 to a point on an existing fence; thence along said fence South 71 deg. 34'27" West a distance of 244.609 feet; thence South a distance of 87.994 feet to the boundary line of LANTERN HILL AT WILLOW CREEK, P.U.D., thence West along said boundary 100.109 feet; thence along said boundary South 68 deg. 34'00" West a distance of 181.098 feet to the boundary line of WILLOW CREEK COUNTRY CLUB; thence along said boundary the following four courses: North 08 deg. 23'00" East 1.868 feet; North 31 deg. 21'00" East a distance of 191.250 feet; North 37 deg. 58'00" West a distance of 815.00 feet; North 41 deg. 16'00" West a distance of 151.138 feet to the point of beginning.

### PARCEL 2:

Beginning at a point on the quarter Section line said point being South 0 deg. 04'12" West 381.75 feet from the center of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 72 deg. 02' East 101.92 feet; thence South 9 deg. 24' East 164.09 feet; thence South 80 deg. 36' West 238.15 feet; thence North 41 deg. 16' West 168.00 feet; thence North 76 deg. 27' East 228.39 feet to the quarter Section line; thence South 0 deg. 04'12" West along said line 10.47 feet to the point of beginning.

### PARCEL 3:

Beginning at a point which lies South 0 deg. 04'12" West 381.75 feet and North 72 deg. 02' East 101.92 feet from the Center of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 72 deg. 02' East 185.67 feet; thence South 9 deg. 24' East 191.75 feet; thence South 80 deg. 36' West 183.60 feet; thence North 9 deg. 24' West 164.09 feet to the point of beginning.

Continued on next page

Continuation of Exhibit A  
Order Number:

LESS AND EXCEPTING the following:

Beginning at the Northwest corner of Lot 3, DANISH ESTATES PLAT 1, a subdivision located in the South half of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 9 deg. 24' East along the West line of said Lot 3, 191.75 feet to the most Southerly corner of said Lot; thence South 80 deg. 36' West 13.00 feet; thence North 9 deg. 24'00" West 189.86 feet to the South line of Timber Crest Cove; thence North 72 deg. 02' East along said South line 13.14 feet to the point of beginning.

ALSO LESS AND EXCEPTING the following:

All of Lot 1, TIMBER CREST SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.