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When Recorded, Mail to :  
Brookstone Homeowner's Association  
1630 East 6480 South  
Salt Lake City, UT 84121

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09/07/2004 01:44 PM \$14.00  
Book - 9034 Pg - 7065-7067  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BERNICE GUERTLER  
1762 MILLCREEK WAY  
SLC UT 84106  
BY: SLR, DEPUTY - WI 3 P.

**BROOKSTONE HOMEOWNER'S ASSOCIATION  
CONDOMINIUM UNIT EXTERIOR MODIFICATION  
LICENSE AGREEMENT**

22-21-179-049

THIS AGREEMENT is entered into this 1st day of September, 2004, by and between BROOKSTONE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC. ("BROOKSTONE") and Bernice Guertler, ("HOMEOWNER") and relates to modifications which the HOMEOWNER desires to make on or appurtenant to the following described condominium unit:

Building #30, Unit #96 of the Brookstone Condominium <sup>Ph 2</sup> Project located at 6487 South 1655 East

1. DESCRIPTION OF MODIFICATIONS. The HOMEOWNER wishes to make the following modifications to the above-described condominium unit at the HOMEOWNER'S sole expense:

Installation of six(6) 14 inch solar tube skylights.

Drawing or sketch is attached.

2. GRANT OF LICENSE. BROOKSTONE hereby grants HOMEOWNER permission to install said modifications subject to the terms and conditions of this Agreement.

3. Maintenance. HOMEOWNER shall be solely responsible to maintain said modifications including any maintenance required at the sole discretion of BROOKSTONE. All modifications shall be installed in a sound and workman-like manner. Should BROOKSTONE require any modifications in the installation or construction HOMEOWNER shall immediately comply with the instructions of BROOKSTONE. Any problems arising as the result of the modifications shall be the responsibility of the HOMEOWNER. In the event of failure to remedy any problem in a timely manner, BROOKSTONE is authorized to perform or contract for any repairs and to bill HOMEOWNER the full cost thereof.

4. Structural Changes. All structural changes require the general contractor to obtain a building permit from Murray City. This permit assures homeowners through inspection his job has been correctly done.

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Condominium Unit Exterior Modification  
License Agreement  
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5. RECORDATION. This agreement shall be recorded with the office of the Salt Lake County Recorder, at the sole expense of the HOMEOWNER. HOMEOWNER warrants that the terms of this Agreement shall be made known to any subsequent purchaser of the above-described property. The terms hereof shall be deemed covenants, which run with the land, and shall be binding upon all subsequent owners of the above-described property.

6. INDEMNITY. HOMEOWNER agrees to indemnify and hold BROOKSTONE harmless from and against all cost, loss or damages incurred by BROOKSTONE in relation to the modifications. Should it be necessary to enforce or defend any portion of this Agreement, HOMEOWNER shall be responsible for all attorneys' fees and costs incurred.

9/5/04  
Date

Bernice L. Guenther  
Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner

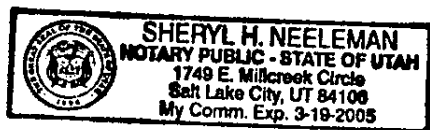
STATE OF UTAH            )  
  ) SS.  
COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN to before me this 5<sup>th</sup> day of September, 2004 in said County and State.

[Signature]  
NOTARY PUBLIC

ACCEPTED AND APPROVED:  
  
Brookstone Homeowner's Association

By: \_\_\_\_\_



Bonnie Swartz

64 87 50 16 55 E

Proposed Sky Lights

