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Gary W. Ott  
Recorder, Salt Lake County, UT  
METRO NATIONAL TITLE  
BY: eCASH, DEPUTY - EF 6 P.

SIXTH AMENDMENT TO CONDOMINIUM DECLARATION  
FOR MONTE LUCA CONDOMINIUMS

THIS SIXTH AMENDMENT TO THE CONDOMINIUM DECLARATION FOR MONTE LUCA CONDOMINIUMS (hereinafter referred to as this "Amendment") is made and executed this 18<sup>th</sup> day of July, 2005 by the undersigned members of the Board of Trustees or Management Committee of the Monte Luca Homeowners Association, Inc.

WITNESSETH:

WHEREAS, a certain Condominium Declaration for Monte Luca Condominiums was executed on August 7, 2001 and recorded in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 7976985, in Book 8490, Pages 849 to 898, as subsequently amended (hereinafter referred to as the "Declaration");

WHEREAS, a certain Record of Survey Map of Monte Luca Condominium Project was executed on August 16, 2001 and recorded in the office of the County Recorder of Salt Lake County, State of Utah, as Entry No. 7976984, in Book 2001P, at Page 228, et seq., as subsequently amended and supplemented (hereinafter referred to as the "Map");

WHEREAS, the Declaration and Map created the Monte Luca Condominiums consisting of Units 1-19, 27-29 and 41-43 together with their respective undivided interests in the common areas and facilities as more particularly described in the Declaration;

WHEREAS, the Monte Luca Condominiums have been developed upon and include the following described land located in Salt Lake County, Utah and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, this Amendment has been approved by the affirmative vote or approval and consent of Owners having ownership of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities of the Monte Luca Condominiums (hereinafter referred to as the "Project").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Paragraph 1 of Article XVIII of the Declaration is hereby amended so as to delete said Paragraph 1 as it presently appears and to substitute therefore the following:

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

solely as a  
witness to the parties  
METRO NATIONAL TITLE hereby  
expressly disclaims any responsibility or liability for  
the accuracy of the content thereof.

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.

(b) A "blanket" policy of earthquake insurance covering the Condominium Project shall be maintained. Such policy shall provide coverage against loss or damage by earthquake with a deductible of not greater than fifteen percent (15%) of the replacement cost of the insured improvements. Such policy may be combined with the flood insurance provided in subparagraph (d) below.

(c) If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per accident per location.

(d) If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under the said Act or the aggregate of the unpaid principal balances of the Mortgages affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy that meets the criteria established by the Flood Insurance Administration.

(e) The named insured under each policy required to be maintained by the foregoing items (a), (b) and (c) shall be in form and substance essentially as follows: "The Board of Trustees or Management Committee and the Association of Unit Owners of MONTE LUCA CONDOMINIUMS, or their authorized representative, for the use and benefit of the individual Owners.

(f) Each such policy shall include the standard mortgagee clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Board of Trustees or Management Committee or the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least sixty (60) days in advance of the effective date of any reduction in or cancellation of the policy.

(g) Each such policy shall provide that notwithstanding any provision

thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

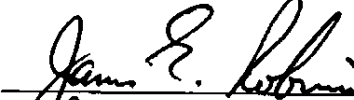
2. The undersigned members of the Board of Trustees or Management Committee hereby certify that this Amendment has been approved by the affirmative vote or approval and consent of Owners having ownership of not less than sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities of the Monte Luca Condominiums.

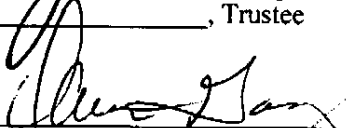
3. This Amendment may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.

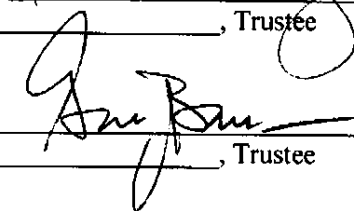
4. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have such defined meanings when used in this Amendment.

5. Except as herein modified, all other terms of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board of Trustees of the Monte Luca Condominiums have set their hands this day and year first above written.

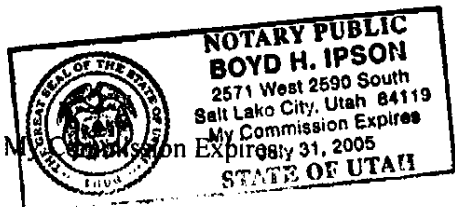
  
\_\_\_\_\_, Trustee

  
\_\_\_\_\_, Trustee

  
\_\_\_\_\_, Trustee

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

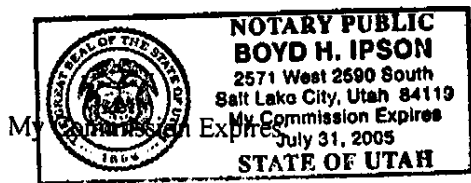
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2005, by JAMES E. ROBINSON, a trustee of Monte Luca Homeowners Association, Inc.



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NOTARY PUBLIC  
Residing at:

STATE OF UTAH )  
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COUNTY OF SALT LAKE )

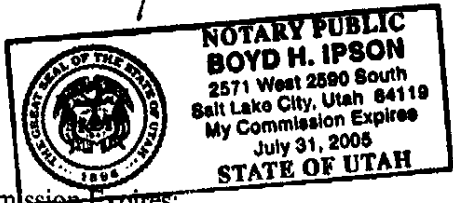
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2005, by DAVID GOUGH, a trustee of Monte Luca Homeowners Association, Inc.



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NOTARY PUBLIC  
Residing at:

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

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of July, 2005, by Gary Barcus, a trustee of Monte Luca Homeowners Association, Inc.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing at:

\_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF LAND INCLUDED IN**  
**MONTE LUCA CONDOMINIUMS**

Phase 1

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°23'00" East a distance of 1.868 feet; thence North 31°21'00" East a distance of 191.250 feet; thence North 37°58'00" West a distance of 342.732 feet; thence North 56°57'42" East a distance of 131.149 feet; thence around a curve to the right through a central angle of 01°30'22" an arc distance of 17.086 feet, a chord bearing of South 26°43'30" East a distance of 17.086 feet, a chord bearing of South 26°43'30" East a distance of 17.085 feet; thence around a curve to the left through a central angle of 02°09'24" an arc distance of 24.466 feet, a chord bearing of South 27°03'01" East a distance of 24.465 feet; thence North 57°14'22" East a distance of 113.508 feet; thence North 32°13'08" West a distance of 45.682 feet; thence North 57°46'52" East a distance of 67.717 feet; thence South 21°22'40" East a distance of 45.066 feet; thence South 89°58'39" East a distance of 295.598 feet; thence South 25°59'44" East a distance of 27.825 feet; thence North 89°58'39" West a distance of 16.165 feet; thence South 05°33'16" East a distance of 237.565 feet; thence South 18°25'09" East a distance of 74.815 feet; thence South 71°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°34'00" West a distance of 181.098 feet to the point of beginning.

Phase 2

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 North 56°57'42" East 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 North 33°04'20" West a distance of 126.73'; thence North 38°40'00" West a distance of 429.25'; thence North 80°36'00" East a distance of 74.76'; thence North 09°24'00" West a distance of 164.09'; thence South 72°02'00" West a distance of 101.92'; thence North 00°04'12" East a distance of 10.44'; thence South 76°27'00" West a distance of 229.94'; thence South 41°16'00" East a distance of 318.97'; thence South 37°58'00" East a distance of 472.27' to the point of beginning.

Phase 3

Beginning at a point 1641.72' North and 408.54' East from the South Quarter corner of Section 35, Township 2 South, Range 1 East, Salt lake Base and Meridian; and running thence North 57°14'22" East 113.50'; thence North 32°13'08" West 45.68'; thence North 57°46'52" East 67.72 feet; thence north 21°22'40" West 186.78'; thence North 00°36'07" West 47.61'; thence South 83°30'49" West 71.81'; thence North 09°16'41" West 183.44'; thence South 80°34'45" West 73.98 feet; thence North 09°24'00" West 141.53'; thence South 72°02'00" West 83.53'; thence South 09°24'00" East 164.09'; thence South 80°36'00" West 74.76 feet; thence South 38°40'00" East 429.25 feet; thence 144.02 feet along a 650.00 foot radius curve to the right whose chord bears South 32°19'09" East through a central angle of 12°31'41"; thence 24.52 feet along a 650 foot curve to the left whose chord bears South 27°03'01" East through a central angle of 02°09'24".

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