

WHEN RECORDED, RETURN TO:

Nicole C. Evans
Ballard Spahr LLP
201 So. Main, Suite 800
Salt Lake City, UT 84111-2221

ENTRY NO. 00945466

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Declaration PAGE 1/9

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE 415.00 BY BALLARD SPAHR-LLP



**FIRST AMENDMENT
TO
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
ESCALA LODGES CONDOMINIUMS
(To Deannex and Withdraw Land)**

This First Amendment to Second Amended and Restated Declaration of Condominium for Escala Lodges Condominiums (this "**First Amendment**") is executed and made as of May 17, 2012 by Morinda Properties Escala Lodges, LC, a Utah limited liability company ("**Escala Lodges Declarant**") pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Ann. Title 57, Chapter 8, as amended, and the provisions of that certain Declaration described in Recital A below.

RECITALS

A. Escala Lodges Declarant and Sunrise Declarant, recorded the Second Amended and Restated Declaration of Condominium for Escala Lodges Condominiums on May 3, 2012 in the Official Records of Summit County, Utah, as Entry No. 944746 in Book 2126 at Page 1906 (the "**Declaration**") covering the real property and improvements situated in Summit County, Utah, known as Escala Lodges Condominiums ("**Project**"), together with that certain Escala Lodges Condominiums Amended and Restated Condominium Plat recorded on January 28, 2009 in the Official Records of Summit County, Utah, as Entry No. 863831 ("**Plat**").

B. Pursuant to Article 8 of the Declaration, Escala Lodges Declarant reserved the unilateral and exclusive option to withdraw land from the Project ("**Option to Contract**"). Escala Lodges Declarant hereby exercises its Option to Contract by withdrawing that certain real property located in Summit County, Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Withdrawn Land**"). Escala Lodges Declarant has not conveyed any Units in the Withdrawn Land to any third-party person or entity. As a result of the exercise of the Option to Contract, the land remaining in the Project is described in Exhibit "B" attached hereto and incorporated herein by this reference.

C. Pursuant to Article 8 of the Declaration, Escala Lodges Declarant hereby exercises its unilateral right to execute and record this First Amendment for the purpose of exercising its Option to Contract the Project to withdraw the Withdrawn Land, and for such other purposes set forth and described in this First Amendment.

AMENDMENT

NOW, THEREFORE, Escala Lodges Declarant hereby unilaterally exercises its Option to Contract the Project to withdraw the Withdrawn Land, and unilaterally amends the Declaration as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration.

2. Exercise of Option to Contract. Escala Lodges Declarant hereby exercises its Option to Contract the Project pursuant to Article 8 of the Declaration, and unilaterally withdraws from the Project the Withdrawn Land, together with the improvements located thereon or to be located thereon. Escala Lodges Declarant hereby declares that from and after the date that this First Amendment is recorded in the Office of the County Recorder for Summit County, Utah ("**Effective Date**"), the Withdrawn Land is no longer submitted to, nor governed by, the provisions of the Declaration, or any amendments or supplements thereto.

2.1. No Further Encumbrance. From and after the Effective Date, the Withdrawn Land shall be treated as if the Declaration had never encumbered such parcel of real estate and shall not be subject to Assessments or any other obligations under the Declaration. Moreover, from and after the Effective Date, title to the Withdrawn Land shall remain vested in and held by Escala Lodges Declarant, and none of the Owners and Mortgagees, nor the Association, the Management Committee, or any other person or entity having any right or interest in all or any portion of the Project shall have any claim, occupancy rights or title to or interest in the Withdrawn Land. The real property subject to the Option to Contract consists only of the Withdrawn Land. Other than the Withdrawn Land, no other property within the boundaries of the Project is or shall be subject to the Option to Contract.

2.2. No Consent Required; Designation of Withdrawable Land. Each Owner, by execution of a contract for deed or the acceptance of a deed to a Unit in the Project, or a portion thereof or an interest therein, is or shall be deemed to have consented to all provisions of this First Amendment. Escala Lodges Declarant is not required to obtain the consent of any Owners (including the Sunrise Declarant), Mortgagees, the Association, the Management Committee or of any other person or entity having any right or interest in all or any portion of the Project prior to or subsequent to the recordation of this First Amendment. The Withdrawn Land is hereby designated as Additional Land and any portion of the Withdrawn Land hereby withdrawn by Escala Lodges Declarant may be annexed and added to the Project hereafter in accordance with Article 11 of the Declaration.

2.3. Exhibit "A" to Declaration. No change is made to Exhibit "A" to the Declaration describing each Unit's undivided ownership interest in the Common Areas.

2.4. Exhibit "C" to Declaration. Exhibit "C" to the Declaration, describing the real property included within the Project, is hereby restated in its entirety and replaced by Exhibit "B" to this First Amendment.

3. Escala Lodges Declarant Control Period. Having withdrawn the Withdrawn Land from the Project, Escala Lodges Declarant hereby acknowledges and confirms that the Declarant Control Period under the terms and conditions set forth in Section 18.4 of the Declaration remains in full force and effect. Accordingly, the Declarant Control Period has neither expired nor terminated by the recordation of this First Amendment. Escala Lodges Declarant and the Sunrise Declarant or persons designated by them shall continue to have the authority to appoint and remove the officers of the Association and members of the Management Committee in accordance with Section 18.4 of the Declaration.

4. Reservation of Developmental Rights. Pursuant to the Declaration, all Developmental Rights concerning the Project reserved to the Escala Lodges Declarant in the Declaration are hereby incorporated and reserved to Escala Lodges Declarant with respect to the Withdrawn Land. The exercise of Developmental Rights concerning the Withdrawn Land shall be governed by the same terms, provisions and limitations set forth in the Declaration regarding the exercise of Developmental Rights.

5. Additional Documents. Escala Lodges Declarant reserves the right to unilaterally execute and deliver such additional documents and do such other acts as may be reasonably necessary to fully implement the intent of this First Amendment and to perfect and preserve the rights and interests of Escala Lodges Declarant hereunder and the priority thereof.

6. Declaration Remains in Effect. This First Amendment shall be considered supplemental to the Declaration and, when recorded, shall be binding upon the entire Project and all persons and entities having an interest therein. Except as expressly amended by the foregoing, and notwithstanding anything contained in the Declaration to the contrary, which provisions, if any, are hereby amended to be consistent with this First Amendment, the Declaration and the Plat, shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this First Amendment.

7. Authority. Escala Lodges Declarant hereby certifies that Escala Lodges Declarant may execute this First Amendment without the consent or signature of any other party or Owner as provided in Article 8 of the Declaration.

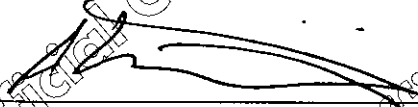
8. Incorporation of Recitals and Exhibit. The Recitals set forth at the beginning of this First Amendment and the Exhibits attached hereto are incorporated herein by this reference.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this First Amendment to Second Amended and Restated Declaration of Condominium for Escala Lodges Condominiums is hereby executed as of the date first above written.

ESCALA LODGES DECLARANT:

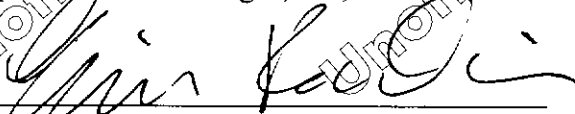
Morinda Properties Escala Lodges, LC,
a Utah limited liability company

By: 
Cory Williams, Authorized Agent

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 17th day of May, 2012, by Cory Williams, the Authorized Agent of Morinda Properties Escala Lodges, LC, a Utah limited liability company.

My Commission Expires: 11-21-14
Residing at: Salt Lake County


NOTARY PUBLIC

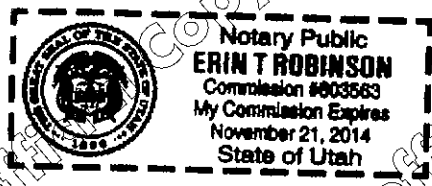


EXHIBIT A

Withdrawn Land Legal Description

COMMENCING AT A POINT WHICH IS N.89°59'43"W. 1477.57 FEET AND SOUTH 367.59 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1 TOWNSHIP 2 SOUTH, RANGE 3 EAST, S.L.B&M. FEET;

THENCE S.0°0'0"E. 156.67 FEET; THENCE N.89°59'38"W. 264.45 FEET; THENCE N.0°0'0"E. 156.64 FEET; THENCE N.90°0'0"E. 264.45 FEET TO THE POINT OF BEGINNING. CONTAINING 41426 SQ. FT. OR 0.95 ACRES OF LAND.

LESS AND EXCEPT:

COMMENCING AT A FOUND MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SLB&M; THENCE N.89°59'43"W. ALONG THE SECTION LINE 1722.02 FEET; THENCE SOUTH 420.37 FEET TO THE REAL POINT OF BEGINNING;

THENCE SOUTH 70.00 FEET; THENCE WEST 40.00 FEET; THENCE NORTH 70.00 FEET; THENCE EAST 40.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.06 ACRES.

EXHIBIT B

Amended and Restated Project Legal Description

ALL UNITS, ESCALA LODGES CONDOMINIUMS, AS THE SAME ARE IDENTIFIED IN THAT CERTAIN AMENDED AND RESTATED CONDOMINIUM PLAT FOR ESCALA LODGES CONDOMINIUMS RECORDED ON JANUARY 28, 2009 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AS ENTRY NO. 863831, AS AMENDED OR SUPPLEMENTED, TOGETHER WITH THE UNDIVIDED OWNERSHIP INTERESTS IN THE COMMON AREAS AND FACILITIES WHICH ARE APPURTENANT TO SAID UNITS.

THE PROJECT IS ALSO DESCRIBED IN METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH SECTION LINE OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 3 EAST, S1, B&M. WHICH IS N.89°59'43"W 1477.57 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1 FEET;

THENCE S.0°0'0"E. 367.59 FEET; THENCE N.90°0'0"W. 264.45 FEET; THENCE S.0°0'0"E. 156.64 FEET; THENCE N.89°59'38"W. 145.00 FEET; THENCE N.0°0'0"E. 44.87 FEET; THENCE N.90°0'0"W. 147.29 FEET; THENCE S.0°0'0"E. 25.00 FEET; THENCE N.90°0'0"W. 188.72 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 321.00 A DELTA ANGLE OF 4° 02' 16", AND WHOSE LONG CHORD BEARS N.27°53'15"W. 22.62 FEET; THENCE N.29°54'24"W. 110.40 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 279.00 A DELTA ANGLE OF 27° 10' 45", AND WHOSE LONG CHORD BEARS N.16°19'1"W. 131.11 FEET; THENCE N.2°43'39"W. 186.90 FEET; THENCE N.67°52'5"E. 202.53 FEET; THENCE N.90°0'0"E. 92.46 FEET; THENCE S.0°0'0"E. 66.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 A DELTA ANGLE OF 60° 00' 00", AND WHOSE LONG CHORD BEARS S.30°00'00"E. 60.00 FEET; THENCE S.60°0'0"E. 29.92 FEET; THENCE N.29°59'60"E. 143.02 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 A DELTA ANGLE OF 11° 40' 46", AND WHOSE LONG CHORD BEARS N.78°25'26"E. 40.70 FEET; THENCE N.0°18'24"W. 0.74 FEET; THENCE N.90°0'0"E. 409.45 TO THE POINT OF BEGINNING. SAID DESCRIBED PARCEL CONTAINS 363,826 SQUARE FEET (8.352 ACRES), MORE OR LESS.

TAX ID NUMBERS: ESCLAL-201-AM, ESCLAL-202-AM, ESCLAL-207-AM, ESCLAL-209-AM, ESCLAL-213-AM, ESCLAL-219-AM, ESCLAL-301-AM, ESCLAL-302-AM, ESCLAL-304-AM, ESCLAL-305-AM, ESCLAL-308-AM, ESCLAL-313-AM, ESCLAL-316-AM, ESCLAL-317-AM, ESCLAL-318-AM,

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