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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 PARR WADDOUPS BROWN GEE &
 185 S STATE #1300 LOVELESS
 SLC UT 84111-1536
 BY: ZJM, DEPUTY - WI 9 P.

**THIRD AMENDMENT
 TO
 DECLARATION OF CONDOMINIUM
 FOR CRESCENT HEIGHTS CONDOMINIUMS**

THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM FOR CRESCENT HEIGHTS CONDOMINIUMS (the "Amendment") is entered into this ____ day of June, 2006, by CRESCENT HEIGHTS CONDOMINIUMS, L.L.C., a Utah limited liability company ("Declarant"), and CRESCENT HEIGHTS CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation ("Association"). Capitalized terms used herein shall have the meaning given such terms in the Declaration, as that term is defined below, unless otherwise stated herein.

RECITALS

A. Whereas Declarant executed and caused to be recorded that certain Declaration of Condominium for Crescent Heights Condominiums (the "Declaration"), dated August 12, 1999, and caused the same to be recorded in the office of the Salt Lake County Recorder on September 1, 1999, as Entry No. 7481525 in Book 8306 at Page 6253 (the "Declaration");

B. Whereas Declarant, LW Properties, Ltd. and Bonnie Jean H. Shoemaker executed and caused to be recorded that certain First Amendment to Declaration of Condominium for Crescent Heights Condominiums, dated September 24, 1999, and caused the same to be recorded in the office of the Salt Lake County Recorder on October 4, 1999 as Entry No. 7481525 in Book 8313 at Page 8429 (the "First Amendment");

C. Whereas Declarant and the Association executed and caused to be recorded that certain Second Amendment to Declaration of Condominium for Crescent Heights Condominiums, dated August 10, 2001, and caused the same to be recorded in the office of the Salt Lake County Recorder on August 16, 2001 as Entry No. 7976811 in Book 8490 at Page 225 (the "Second Amendment")

D. Whereas the Declaration subjects that certain real property more particularly described on Exhibit A hereto to the provisions of the Act;

E. Whereas Section 18.03 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

F. Whereas the Declarant and the Association, acting on behalf of Unit Owners representing, in total, more than sixty-seven percent (67%) of the votes allocated to all Units, desire to amend the Declaration as more fully stated herein.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 10.04 is deleted in its entirety and replaced with the following:

Section 10.04 Use of Units

(a) An Owner of a Unit may use such Unit only as a permanent or vacation single-family residence (as "family" is defined from time to time in the zoning ordinances of Sandy City, Utah) for itself and its Guests. The Site Plan for the Condominium Project was approved by the Sandy City Council as a Residential Facility for Adult Persons on September 4, 1997. In accordance with said approval and the exemption to the Fair Housing Amendments Act of 1988 provided by the Housing for Older Persons Act of 1995, each of the Units shall be occupied by at least one Person at least fifty-five (55) years of age. No children under the age of eighteen (18) may occupy a Unit, except on a temporary basis (less than two (2) weeks per calendar quarter). No Owner of a Unit shall conduct any business, profession, occupation, or trade from its Unit; provided that this Declaration does not prohibit an Owner from leasing or renting such Owner's Unit to others so long as the use of such Unit complies with the provisions of this Declaration, the Act, and other applicable laws and ordinances. No Unit shall be used for conducting the business of the rental of other Units. Any lease of a Unit shall be in writing and shall be subject to this Declaration and the Bylaws, and any such lease, to be valid, shall be for an initial term of not less than (30) days.

(b) Notwithstanding the restrictions set forth in paragraph 10.04(a) above:

(i) an Owner may use its Unit as its private office, on the condition that the Owner does not invite others to its Unit to conduct business and such use complies with all applicable Federal, State, and local laws, ordinances, regulations, and rules; and

(ii) the Association and, during the Declarant Control Period, Declarant may use one Unit owned or leased by it as a management office, or a combined management office and residence for a resident manager, if any, for the Condominium Project.

Article XIX is hereby amended such that the time period pursuant to which the Declarant may convert the Convertible Land into additional Units and/or Limited Common Elements is extended until December 31, 2015.

ENTERED INTO AND AGREED TO on the first date set forth above.

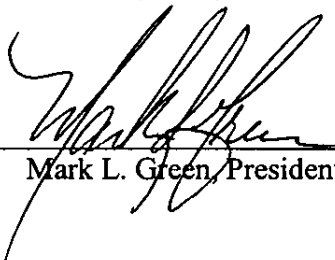
"DECLARANT"

CRESCENT HEIGHTS CONDOMINIUMS, L.L.C.,
a Utah limited liability company

By: 
Mark L. Green, Managing Partner

"ASSOCIATION"

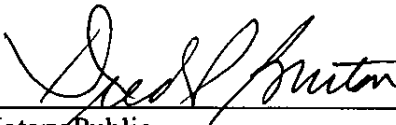
CRESCENT HEIGHTS CONDOMINIUM
ASSOCIATION, INC., a Utah nonprofit corporation

By: 
Mark L. Green, President

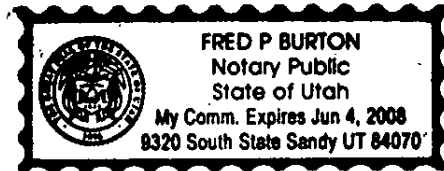
[See next page for notary blocks]

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

On this 14 day of June, 2006, personally appeared before me Mark L. Green who acknowledged being, or who is personally known to me to be, the Managing Partner of Crescent Heights Condominiums, L.L.C., a Utah limited liability company, and being authorized to do so, did execute the foregoing instrument for the purposes therein contained by signing on behalf of such company as an authorized officer of the company.



Notary Public



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

On this 14 day of June, 2006, personally appeared before me Mark L. Green who acknowledged being, or who is personally known to me to be, the President of Crescent Heights Condominium Association, Inc., a Utah nonprofit corporation, and being authorized to do so, did execute the foregoing instrument for the purposes therein contained by signing on behalf of such company as an authorized officer of the company.



Notary Public

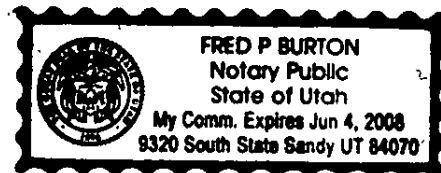


EXHIBIT "A"

(Attached to and forming a part of the Supplement to Declaration of Condominium
for Crescent Heights Condominiums)

Legal Description of the Land

A part of the Northeast Quarter of Section 19, Township 3 South, Range 1
East, Salt Lake Base and Meridian, U.S. Survey in Sandy City, Salt Lake County,
Utah:

Beginning at a point on the West line of 700 East Street being 59.79 feet
South $0^{\circ}04'20''$ West and 70.11 feet North $89^{\circ}46'10''$ West from the Northeast
Corner of said Section 19; said West line is 53.0 feet perpendicularly distant
Westerly from the centerline of said street; thence South $0^{\circ}13'50''$ West 625.20 feet
along said West line to a point on an existing boundary line fence; thence North
 $89^{\circ}41'06''$ West 390.16 feet along said fence; thence North $0^{\circ}04'20''$ East 645.82 feet
to the Southerly line of 11000 South Street; said Southerly line is 40.0 feet
perpendicularly distant Southerly from the centerline of said 11000 South Street;
thence South $89^{\circ}35'40''$ East 371.94 feet along said Southerly line; thence South
 $44^{\circ}41'10''$ East 28.33 feet to the point of beginning.

Contains 252,224 sq. ft. or 5.790 acres

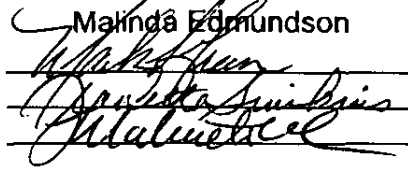
**MINUTES OF A MEETING
OF THE
MEMBERS OF
CRESCENT HEIGHTS CONDOMINIUM ASSOCIATION, INC.
ON JUNE 27, 2006**

A meeting (the "Meeting") of the Members (the "Owners") of Crescent Heights Condominium Association, Inc. (the "Company") was held on the 27th day of June, 2006, at 5:00 p.m. at the Crescent Heights Condominiums in Sandy, Utah. Owners representing in excess of thirty-five percent (35%) of all votes allocated to the Owners were present at the Meeting, which was conducted by Mark Green, the Company's President. Minutes of the Meeting were taken by Malinda Edmundson, the Company's Secretary.

1. Election of New Directors

Mark Green indicated that pursuant to Section 6.03 of the Declaration of Condominium for Crescent Heights Condominiums (as amended, the "Declaration"), the Declarant Control Period had come to an end and the Owners needed to elect a new Management Committee as set forth in Section 6.01 of the Declaration. The names of the following Owners or designated representatives of Owners were nominated by various Owners in attendance to serve on the Management Committee:

Mark L. Green
Jeanette Simkins
Malinda Edmundson



After consideration and full discussion and upon motion duly made and seconded, the following resolutions were adopted by Owners representing not less than sixty-seven percent (67%) of the votes allocated to all of the Owners in the Company:

RESOLVED that subject to the terms and conditions set forth in the Declaration, each of the Owners listed below are hereby elected to serve as Directors on the Management Committee from June 1, 2006 until the election of their successors at the September 2007 annual meeting of the Owners:

Mark L. Green
Jeanette Simkins
Malinda Edmundson

2. Consideration of Third Amendment to Declaration

Mark Green indicated that the Company's Management Committee had recommended that the proposed Third Amendment to Declaration of Condominium for Crescent Heights Condominiums attached hereto as Exhibit A and incorporated herein by this reference (the "Third Amendment") be considered and voted upon by the Owners. After consideration and full discussion and upon motion duly made and seconded, the following resolutions were adopted by Owners representing not less than sixty-seven percent (67%) of the votes allocated to all of the Owners in the Company:

RESOLVED that the Third Amendment be and hereby is accepted, adopted and approved in full.

FURTHER RESOLVED that the President of the Company be and is hereby authorized, empowered, and directed for and on behalf of the Company (i) to execute such Third Amendment and (ii) to file the same with the Office of the Salt Lake County Recorder.

3. Consideration of Supplement Regarding Convertible Land

Mark Green indicated that the Company's Management Committee had recommended that the proposed Supplement Concerning Convertible Land To Declaration Of Condominium For Crescent Heights Condominiums (Convertible Land Area #1) attached hereto as Exhibit B and incorporated herein by this reference (the "Supplement") be considered and voted upon by the Owners. Mr. Green also indicated that he felt it would be beneficial for the Owners to ratify the action of the Owners who previously approved the Supplement pursuant to which Convertible Land Area #5 was converted (which Owners represented in excess of eighty-six percent (86%) of the Unit Owners at the time such Area #5 Supplement was approved).

Mark Green also pointed out that in the course of finalizing the Supplement, certain discrepancies between the Unit numbering designations on the Record of Survey Map and actual physical conditions were noted, and that the Company's Management Committee is in the process of taking such actions as are necessary to correct those discrepancies pursuant to Affidavits of Correction to be filed by the appropriate surveyors and/or engineers. Mr. Green circulated a corrected copy of Revised Exhibit E to the Declaration, which eliminates the rounding of square footage numbers for the Units in Buildings A1 and A2, reflects the corrected square footages for each Unit as shown on such Exhibit (so as to correspond with the actual physical location of the Units and their actual square footage), and the corresponding Percentage Interests in Common Elements for each Unit. The corrected Revised Exhibit E was proposed for attachment to the Supplement in lieu of the attachment circulated with the notice of the Meeting. Mr. Green further recommended that in addition to the Supplement, the Company's Management Committee be authorized to record such additional amendments to the Declaration as the Management Committee deems necessary to reflect the approval of the Owners of the corrected Revised Exhibit E and the matters shown thereon.

REVISED EXHIBIT "E"

(Attached to and forming a part of the Declaration of Condominium
for Crescent Heights Condominiums pursuant to the Supplement to which it is attached)

Interest in General Common Elements

Unit No.	Square Footage	Percent Interest in General Common Elements
A1-101	1,097	1.76%
A1-102	1,218	1.95%
A1-103	1,074	1.72%
A1-104	1,074	1.72%
A1-105	1,074	1.72%
A1-106	1,074	1.72%
A1-107	1,218	1.95%
A1-108	1,097	1.76%
A1-201	1,097	1.76%
A1-202	1,218	1.95%
A1-203	1,074	1.72%
A1-204	1,074	1.72%
A1-205	1,074	1.72%
A1-206	1,074	1.72%
A1-207	1,218	1.95%
A1-208	1,097	1.76%
A2-101	1,218	1.95%
A2-102	1,097	1.76%
A2-103	1,074	1.72%
A2-104	1,074	1.72%
A2-105	1,074	1.72%
A2-106	1,074	1.72%
A2-107	1,097	1.76%
A2-108	1,218	1.95%
A2-201	1,218	1.95%
A2-202	1,097	1.76%
A2-203	1,074	1.72%
A2-204	1,074	1.72%
A2-205	1,074	1.72%
A2-206	1,074	1.72%
A2-207	1,097	1.76%
A2-208	1,218	1.95%
B-101	1,125	1.80%
B-102	1,006	1.61%
B-103	949	1.52%
B-104	949	1.52%

B-105	1,006	1.61%
B-106	1,125	1.80%
B-201	1,125	1.80%
B-202	1,006	1.61%
B-203	949	1.52%
B-204	949	1.52%
B-205	1,006	1.61%
B-206	1,125	1.80%
C-101	1,315	2.11%
C-102	1,218	1.95%
C-103	1,074	1.72%
C-104	1,074	1.72%
C-105	1,218	1.95%
C-106	1,315	2.11%
C-201	1,315	2.11%
C-202	1,218	1.95%
C-203	1,074	1.72%
C-204	1,074	1.72%
C-205	1,218	1.95%
C-206	1,315	2.11%
	62,452	100.00%

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