

EIGHTH AMENDMENT TO CONDOMINIUM DECLARATION
FOR MONTE LUCA CONDOMINIUMS AND
BYLAWS FOR MONTE LUCA HOMEOWNERS ASSOCIATION

THIS EIGHTH AMENDMENT TO THE CONDOMINIUM DECLARATION FOR MONTE LUCA CONDOMINIUMS AND BYLAWS FOR MONTE LUCA HOMEOWNERS ASSOCIATION (hereinafter referred to as this "Amendment") is made and executed this 6th day of December, 2006 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 (hereinafter referred to as the "Declaration") and Bylaws for Monte Luca Homeowners Association (hereinafter referred to as the "Bylaws") were 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;

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, Bylaws 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 seventy-five percent (75%) 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 and Bylaws are hereby amended as follows:

1. Paragraphs 2 and 3 of Article XII of the Declaration are hereby amended so as to delete said Paragraphs 2 and 3 as they presently appear and to substitute therefore the following:

2. Composition of Board of Trustees or Management Committee. The Board of Trustees or Management Committee shall initially be composed of three (3) members, each elected for a two-year term. By the affirmative vote of at least sixty-seven percent (67%) of all Unit Owners entitled to vote, the Board of Trustees or Management Committee may be expanded to up to nine (9) members. At the first annual Owners' meeting one of the members of the Board of Trustees or Management Committee shall be elected for only a one-year term so that elections and vacancies can be staggered. All other members of the Management Committee shall be elected for a two-year term. Whenever the membership of the Board of Trustees or Management Committee is expanded, half of the new members (or as close to half as possible if an odd number of new members is added) shall be elected for only a one-year term so that elections and

100-h01y-se-ee
000
000
000
000
000-000-000

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 thereof.

BK 9392 PG 3572

9935310
12/11/2006 10:21 AM \$63.00
Book - 9392 Pg - 3572-3576
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE By: ZJM
345 E BROADWAY
S.C. UT 84111 SLC UT 84111 5P

vacancies can be staggered. At each annual Owners' meeting after the first annual meeting, Management Committee members shall be elected for any vacant positions. Except for the initial Management Committee, only Unit Owners shall be eligible for Management Committee membership. At the annual meeting, the Owners(s) of each Unit shall be entitled to one (1) vote for each seat to be filled. Said votes may be voted in favor of as many candidates for Management Committee membership as the Owner(s) desire, or may be cumulated and voted for a lesser number of candidates.

2. Paragraph 4.02 of the Bylaws is hereby amended so as to delete said Paragraph 4.02 as it presently appears and to substitute therefore the following:

4.02. Number, Tenure, and Qualifications. The initial number of Trustees of the Association shall be three (3). The membership may expand the Board of Trustees to a maximum of nine (9) members. The current number of Trustees of the Association is seven (7). Expansion or contraction of the Board of Trustees may occur at any annual meeting and may be accomplished by the affirmative vote of at least sixty-seven percent (67%) of all Owners entitled to vote. At the annual meeting, the Owners(s) of each Unit shall be entitled to one (1) vote for each seat to be filled. At the first annual Owners' meeting one of the members of the Board of Trustees shall be elected for only a one-year term so that elections and vacancies can be staggered. All other members of the Board of Trustees shall be elected for a two-year term. Whenever the membership of the Board of Trustees is expanded, half of the new members (or as close to half as possible if an odd number of new members is added) shall be elected for only a one-year term so that elections and vacancies can be staggered. At each annual Owners' meeting thereafter, Board of Trustees members shall be elected for any vacant positions. Each Trustee shall hold office until his or her successor shall have been elected and qualified. Trustees need not be residents of the State of Utah.

3. Addition of Brow Parcel. The Association acquired from Willow Creek Country Club, a Utah nonprofit corporation, that certain real property known as the brow parcel more particularly described in Exhibit "A" (the "Brow Parcel"). The Brow Parcel is hereby added to the Monte Luca Condominiums and is made subject to the covenants, conditions and restrictions of the Declaration and the Map.

4. 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 seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities of the Monte Luca Condominiums.

5. 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.

6. 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.

7. 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.

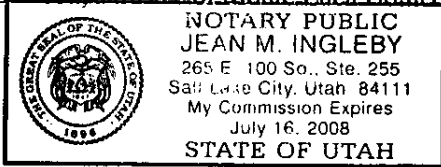
James E. Robinson
James E. Robinson, Trustee

Dave Gough
Dave Gough, Trustee

Gary Barrus
Gary Barrus, Trustee

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

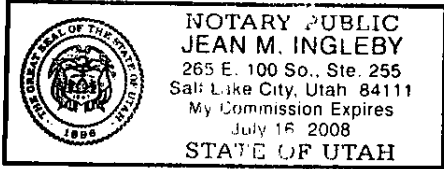
The foregoing instrument was acknowledged before me this 6th day of December, 2006, by James E. Robinson, a trustee of Monte Luca Homeowners Association, Inc.



Jean M. Ingleby
NOTARY PUBLIC

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

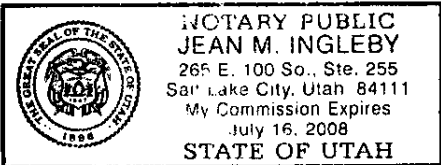
The foregoing instrument was acknowledged before me this 4th day of December, 2006, by Dave Gough, a trustee of Monte Luca Homeowners Association, Inc.



Jean M. Ingleby
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 6th day of December, 2006, by Gary Barrus, a trustee of Monte Luca Homeowners Association, Inc.



Jean M. Ingleby
NOTARY PUBLIC

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. 22-35-404-001

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. 22-35-404-002

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" to the point of beginning. 22-35-404-003

Phase 4

Beginning at a point 1951.82 feet North and 468.83 feet East from the South Quarter Corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence North $85^{\circ}31'25''$ East 268.48 feet; thence North $26^{\circ}45'19''$ West 271.26'; thence South $80^{\circ}36'00''$ West 270.55 feet; thence South $09^{\circ}16'41''$ East 183.44'; thence North $83^{\circ}30'49''$ East 71.81 feet; thence South $00^{\circ}36'07''$ East 47.61 feet to the point of beginning.

22-35-184-041

Brow Parcel

Beginning at a point being 1267.973 feet North and 30395.732 feet East from the South $\frac{1}{4}$ Corner of Section 35, Township 2 South, Range 1 East, Salt Lake Base and Meridian; Running thence N $31^{\circ}21'E$ 76.272 feet, thence N $37^{\circ}58' W$ 815.100 feet, thence N $41^{\circ}16' W$ 174.617 feet to an existing fence, thence along said fence the following three (3) courses: S $68^{\circ}10'56'' W$ 34.596 feet, thence S $14^{\circ}20'26'' E$ 12.154 feet, thence S $83^{\circ}43'01''$ 11.862 feet, thence leaving said fence running S $24^{\circ}52'25'' E$ 58.184 feet, thence S $50^{\circ}13'51'' E$ 185.668 feet, thence S $40^{\circ}09'29'' E$ 315.840 feet, thence S $31^{\circ}41'04'' E$ 470.176 feet to the point of beginning.

22-35-328-009