

SECOND AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE COTTAGES NORTH (phase 1)

The Declaration of Covenants Conditions and Restrictions of The Cottages North (phase 1) which was recorded November 25, 1986, as Entry No. 305499, in Book 433, at Pages 236-263, records of the Washington County Recorder, (hereafter "Declaration"), which was recorded as to land described in Exhibit A attached hereto, and also referred to Phase II Expandable Area in Exhibit B of the Declaration, which Declaration was amended on November 16, 1993, and recorded November 16, 1993, as Entry No. 449696 in Book 772 pages 389-392, is amended by the Declarant pursuant to the authority given under Paragraph 3 of Article XI. This amendment is necessary to provide more time to facilitate the practical, technical, administrative or functional integration of an additional tract of land into the development; to more accurately express the intent of the Declaration to allow annexation of Phase II land; and to better insure workability of the arrangement which is contemplated by the Declaration.

Declarant hereby amends the Declaration as follows:

FIRST: Declarant amends the last paragraph of Article II as follows:

If, pursuant to the foregoing reservations, the above-described land or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire October 15, 2007.

SECOND: Declarant amends paragraph 12 of Article VII as follows:

12. Exception for Declarant. Notwithstanding the restrictions contained in this Article VII, until October 15, 2007, Declarant shall have the right to use any Lot or Living Unit owned or leased by it and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and/or sale of all Lots owned by Declarant. Declarant may also conduct collateral business activity on the Project.

THIRD: Declarant amends paragraph 8 of Article VIII as follows:

8. Exception for Declarant. The foregoing provisions of this Article VIII shall not apply to any improvement, construction, landscaping, or alteration which is carried out by Declarant on any Lot or on any part of the Common Areas

and which occurs at any time before October 15, 2007. Declarant shall further have the right to designate the location and design of any common area amenities including but not limited to pool or other recreational amenities or green areas, provided that the Declarant shall not be required to provide any such amenities by virtue of this paragraph.

FOURTH: Declarant amends paragraph 9 of Article VIII as follows:

9. Declarant's Obligation. Declarant hereby covenants in favor of each Owner: (a) that all Living Units erected by it, or caused to be erected by it, and all improvement of the Common Areas accomplished by it shall be architecturally compatible with respect to one another and (b) that on or before October 15, 2007, there shall be substantially completed and usable as part of the Common Areas all open spaces in the locations shown of the Plat.

FIFTH: Declarant amends paragraph 2(c) of Article XI as follows:

(c) Declarant's right to annex land to the property shall expire October 15, 2007.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has set his hand this 30th day of October, 2000.

DECLARANT

Kole Freeman
Kole Freeman

STATE OF UTAH)
)ss.
COUNTY OF WASHINGTON)

On this 30 day of October, 2000, before me personally appeared Kole Freeman, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

SH
NOTARY PUBLIC
Address: _____
My Commission Expires: _____

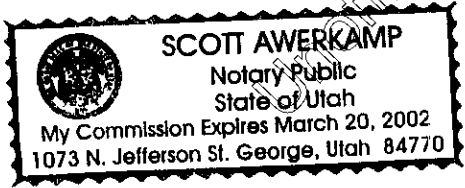


EXHIBIT "A"

LEGAL DESCRIPTION OF
THE COTTAGES NORTH PHASE I

BEGINNING at a point on the West Boundary of "The Sports Village Condominiums" said point being North 89°30'30" West 904.12 feet along the section line; thence South 0°30' West 227.20 feet; thence South 10°00' East 150.00 feet; thence South 14°30' East 200.00 ft. from the Northeast corner of Section 34, Township 42 South Range 16 West, Salt Lake Base and Meridian and running thence South 14°30' East 130.00 feet; thence South 5°08' East 510.00 feet; thence South 0°30' West 130.68 feet; thence North 89°30' West 340.00 feet; thence North 0°30' East 85.00 feet; thence South 09°30' East 27.20 feet; thence North 0°30' East 83.00 feet; thence South 89°30' East 9.93 feet; thence North 10°57'13" West 421.27 feet; thence North 53°00' East 45.28 feet; thence North 37°00' West 25.00 feet; thence North 53°00' East 193.00 feet; thence South 37°00' East 4.00 feet; thence North 53°00' East 77.91 feet; thence South 73°55'47" East 67.21 feet to the point of beginning.

Containing 5.3505 Acres.