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WHEN RECORDED RETURN TO:  
James R. Blakesley  
Attorney at Law  
1305 N. Commerce Drive, Suite 230  
Saratoga Springs, Utah 84045  
(801) 766-1968

**RETURNED**

**APR 30 2008**

E 2361476 B 4523 P 1214-1218  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/30/2008 12:34 PM  
FEE \$42.00 Pgs: 5  
DEP RTT REC'D FOR TESS PETERSON -  
GOLD MEDALLION

02-224-0001-0075

**AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
FOR  
PINEAE VILLAGE CONDOMINIUM**

This Amendment to Declaration of Condominium for Pineae Condominium (the "Amendment") is made and executed by CityView Pineae Village 227, L.P., a Delaware limited partnership, whose Utah address is 7300 South 300 West, Suite 106, Midvale, UT 84047 (the "Declarant").

**RECITALS**

A. The Pineae Village Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements was recorded in the office of the County Recorder of Davis County, Utah on April 27, 2007 as Entry No. 2265491 in Book 4271 at Pages 392-468 of the official records (the "Master Declaration").

B. The Declaration of Condominium for Pineae Village Condominium was recorded in the office of the County Recorder of Davis County, Utah on April 27, 2007 as Entry No. 2265494 in Book 4271 at Pages 526-554 of the official records (the "Condominium Declaration").

B. This document affects the real property located in Davis County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. Pursuant to Article XII, §§16.4, 16.5, and 16.6 of the Condominium Declaration, the Declarant reserved to itself and was granted the unilateral right to amend the Condominium Declaration to satisfy the requirements of Lenders.

D. The Declarant desires to amend the Master Declaration to satisfy the requirements of HUD, FHA, VA, FHLMC, FNMA and other similar agencies.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Declarant hereby executes this Amendment to the Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Pineae Village Condominium for and on behalf of and for the benefit of all of the Owners.

1. **Amendment to Obligations of First Mortgagee.** Article III, §7(o) of the Condominium Declaration is hereby amended to add the following language:

Anything to the contrary notwithstanding and to the extent permitted by applicable law, HUD, FHA, VA, FHLMC and FNMA require and it is hereby declared that any lien of the Association for Common Expenses and Assessments becoming payable on or after the date of recordation of the first mortgage on a Unit, shall be subordinate to the first mortgage on the Unit. Such a lien for Common Expenses and Assessments shall not be affected by any sale or transfer of the Unit, except that a sale or transfer of

the Unit pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for Common Expenses and Assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any Common Expense and Assessment thereafter becoming due.

**2. Incorporation of Original Condominium Declaration as Amended.** It is expressly agreed by the parties that this document is supplemental to the Condominium Declaration, which is by reference made a part hereof, and all of the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to the Property and are made a part of this document as though they were expressly rewritten, incorporated and included herein.

**3. Percentage Interest Revised.** Pursuant to the Act, Article III, Section 9.5 of the Master Declaration and this Declaration, Declarant is required to allocate the undivided percentages of ownership interest in the Common Areas and Facilities. Exhibit "G, entitled "Percentages of Undivided Ownership Interests," is attached hereto and incorporated herein by this reference.

**4. Conflict.** In the event of any conflict, inconsistency or incongruity between the provisions of the Condominium Declaration and this Amendment, the latter shall in all respects govern and control.

**5. Effective Date.** The effective date of this Amendment shall be the date on which said instrument is filed for record in the Office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the Declarant has hereunto set his hand this 30 day of April, 2008.

**DECLARANT:**

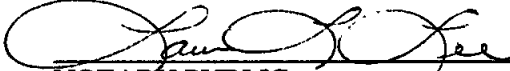
CityView Pineae Village 227, L.P.,  
a Delaware limited partnership

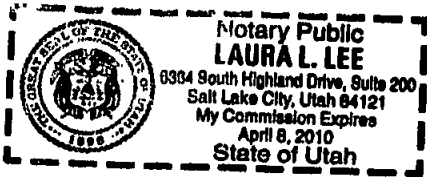
By: CityView Pineae Village, LLC  
a Delaware limited liability company  
Its: General Partner

By:   
Name: Quinn Mortensen  
Title: Authorized Person

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

On the 30 day of April, 2008, personally appeared before me Quinn Mortensen, who by me being duly sworn, did say that he is the Authorized Person of CityView Pineae Village, LLC, a Delaware limited liability company, the General Partner of CityView Pineae Village 227, L.P., a Delaware limited partnership, and that the within and foregoing instrument was signed in behalf of said Partnership by authority of a resolution of its Partners or its Limited Partnership Agreement, and said Quinn Mortensen, duly acknowledged to me that said Limited Partnership executed the same.

  
NOTARY PUBLIC  
Residing at: *SALT LAKE CITY, UT*  
My Commission Expires: *04/08/10*



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The land described in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

*Pineal Village Condo Plat 1  
Buildings 301 units A-L  
Building 302 Units A-L  
and common area*

**EXHIBIT "G"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<b>Phase</b>	<b>Lot No.</b>	<b>Building No.</b>	<b>Unit No.</b>	<b>Percentage of Ownership Interest</b>
3	152	301	A	4.1666%
3	152	301	B	4.1666%
3	152	301	C	4.1666%
3	152	301	D	4.1666%
3	152	301	E	4.1666%
3	152	301	F	4.1666%
3	152	301	G	4.1666%
3	152	301	H	4.1666%
3	152	301	I	4.1666%
3	152	301	J	4.1666%
3	152	301	K	4.1666%
3	152	301	L	4.1666%
3	153	302	A	4.1666%
3	153	302	B	4.1666%
3	153	302	C	4.1666%
3	153	302	D	4.1666%
3	153	302	E	4.1666%
3	153	302	F	4.1666%
3	153	302	G	4.1666%
3	153	302	H	4.1666%
3	153	302	I	4.1666%
3	153	302	J	4.1666%
3	153	302	K	4.1666%
3	153	302	L	4.1666%
<b>TOTAL:</b>				<b>100.0%</b>