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After Recording Return To:
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Salt Lake City, UT 84117

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RICHARDS & KIMBLE PC
2040 E MURRAY HOLLADAY RD
#102
SALT LAKE CITY UTAH 84117
BY: SAM, DEPUTY - WI 7 P.

**AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION
FOR
THE TOWNS AT HUNTER VILLAGE
AN EXPANDABLE CONDOMINIUM PROJECT**

This Amendment to the Amended and Restated Declaration (“Declaration”) that established a condominium project known as The Towns at Hunter Village is made on the date evidenced below by The Towns at Hunter Village Owners Association (“Association”).

RECITALS

A. Certain real property in Salt Lake County, Utah, known as The Towns at Hunter Village was subjected to certain covenants, conditions, and restrictions pursuant to an Amended and Restated Declaration recorded May 30, 2002, as Entry No. 8248107 in the Recorder’s Office for Salt Lake County, Utah;

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto, as described in **Exhibit “A.”**

C. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the consequent increase in insurance premiums, and the diminished safety of the Owners, associated with a high levels of tenancy, the Association deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interest of the Owners;

D. This amendment is to intended restrict the manner and number of rentals in the community;

E. Pursuant to Article VIII, Section 2 of the Declaration, the Management Committee hereby certifies that votes representing at least sixty-seven percent (67%) of all Membership votes affirmatively approved this Amendment.

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NOW, THEREFORE, The Association, by and through its Management Committee, hereby amends the Declaration to add the following to Article IV, Paragraph 16, of the Declaration.

Article IV, Paragraph 16. Use of Units and Common Areas:

(a)(1) Leasing and Renting of Dwelling Units. Consistent with the provisions of Article IV, Paragraph 16(a) of the Declaration, the leasing and renting of Units by Owners shall be in accordance with this Section. "Leasing or renting" of a Unit means the granting of a right to use or occupy a Unit for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean nor include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

(a) Owners and Lots shall be subject to the following restrictions:

(i) No Owner may lease or rent less than the entire Unit (that is, no individual rooms nor partial Unit rentals are permitted) and no Owner may lease or rent any Unit for a period of less than twelve (12) consecutive months.

(ii) No Unit may be rented or leased if the rental or lease results in more than ten percent (10%) of the Units ("Rental-Lease Limit") being rented or leased, except as provided in subsection (c) of this Section.

(b) Prior to renting or leasing any Unit, an Owner shall apply to the Management Committee. The Board shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit. The Committee shall:

(i) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit; or

(ii) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental-Lease Limit.

(c) Notwithstanding subsections (b)(i) and (ii) of this Section, to avoid undue hardships or practical difficulties such as the Owner's job relocation, extended vacation, disability, military service, charitable service, or difficulty in selling a Unit due to market conditions in the area or other similar circumstances, the Management Committee shall have discretion to approve an Owner's application to temporarily rent or lease the Owner's Unit provided the approval would not result in more than, cumulatively (including hardships), twenty percent (20%) of the Units being rented or leased. The Committee may not approve an application to rent or lease less than the Owner's entire Unit or to rent or lease the Unit for a period of less than twelve (12) consecutive months.

applications of: (d) An Owner is not eligible to rent more than one Unit until the pending

been approved; and (i) All Owners who are not currently renting or leasing a Unit have

than the applicant have been approved. (ii) All Owners who are currently renting or leasing fewer Units

(e) Applications from an Owner for permission to rent or lease shall be reviewed and approved or denied by the Committee as set forth in this subsection.

(i) The Committee shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application. Within ten (10) business days of receipt, the Board shall approve or deny an application as provided in subsection (b) of this paragraph and shall notify the Owner within fifteen (15) business days of receipt of the application if permission is not given and the reason for the denial.

(ii) If an Owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to rent or lease, subject to subsection (d) of this Section.

(f) An application form, the application and approval process, a waiting list, and any other rules deemed necessary by the Committee to implement this section shall be established by rules adopted by resolution of the Committee consistent with this Declaration.

(g) All Owners shall use and provide the Committee with a copy of either (1) the official The Towns at Hunter Village Approved Residential Lease Agreement, which may exist from time to time ("Approved Lease Agreement"), or (2) any other lease form approved by the Committee, which shall be kept on file with the books and records of the Association so that the Association may determine the number of Units rented or leased. The Approved Lease Agreement, or its equivalent, shall be on a form prescribed by resolution of the Committee.

(h) If an Owner fails to submit the required application, fails to use and submit a copy of the Approved Lease Agreement and rents or leases any Unit, and/or rents or leases any Unit after the Committee has denied the Owner's application, the Committee may assess fines against the Owner and the Owner's Unit in an amount to be determined by the Committee pursuant to a schedule of fines adopted by resolution. In addition, regardless of whether any fines have been imposed, the Committee may proceed with any other available legal remedies, including but not limited to an action to, terminate the rental or lease agreement and removal of any tenant or lessee.

(i) The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Article IV, Paragraph 16, regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to Article V of this Declaration.

(j) As of the date of recording of this amendment: Any Owner that is currently renting or leasing a Dwelling Unit may continue to rent or lease the Dwelling Unit. As the rental or lease of a Dwelling Unit expires or is terminated, the Owner of the Dwelling Unit, prior to renting or leasing the Dwelling Unit to another renter or lessee, shall apply to the Board for permission to rent or lease the Dwelling Unit in accordance with this Section.

(k) Rental and lease agreements shall comply with this subsection.


(i) The Owner shall provide the tenant or lessee with a copy of this Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations then in effect and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board, or its membership.

(ii) Upon the commencement of the rental or lease period, the Owner shall provide the Association with a signed copy of the Approved Lease Agreement.

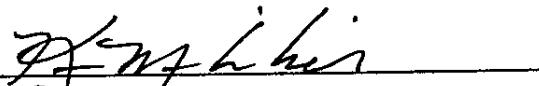
(l) In addition to any other remedies available to the Association, the Committee may require the Owner to terminate a lease or rental agreement if the Committee determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulations adopted thereto. If an Owner fails to correct any such violations related to their tenants, or fails to terminate the lease pursuant to the above, the Owner hereby grants the Committee standing to initiate eviction proceedings against their tenant and considers the Association a third-party beneficiary to its rental/lease agreement.

IN WITNESS WHEREOF, THE TOWNS AT HUNTER VILLAGE HOMEOWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 3rd day of April, 2007, in accordance with Article VIII of the Declaration.

THE TOWNS AT HUNTER VILLAGE HOMEOWNERS ASSOCIATION



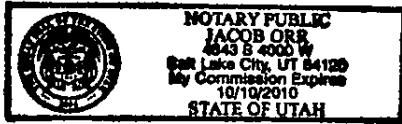
President

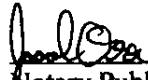


Secretary

STATE OF UTAH)
) ss
County of Salt Lake)

On the 9 day of ~~February~~ April 2007, personally appeared before me Kevin Scott Michaels and Robert Wade Parkin who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Management Committee; and each of them acknowledged said instrument to be their voluntary act and deed.





Notary Public for Utah

EXHIBIT A

REAL PROPERTY DESCRIPTION OF
THE TOWN AT HUNTER VILLAGE CONDOMINIUMS PHASES 1 and 2

***The Towns at Hunter Village
Phase 1***

Beginning at a point which is S89°56'56"W along the Section Line, 312.166 feet and N00°03'04"W, 299.895 feet from the South Quarter Corner of Section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence S69°45'47"W, 39.658 feet; thence S89°56'56"W, 254.955 feet; thence N00°03'04"W, 85.103 feet; thence N89°56'56"E, 111.970 feet; thence N44°56'42"E, 58.265 feet; thence N74°48'04"E, 86.842 feet; thence N47°56'54"E, 15.000 feet; thence Southeasterly 57.393 feet along the arc of a 90.000 foot radius curve to the right, (chord bears S23°46'59"E, 56.425 feet); thence Southeasterly 96.359 feet along the arc of a 375.000 foot radius curve to the left (chord bears S12°52'32"E, 96.094 feet) to the point of beginning.

Contains 31,174 Square Feet or 0.72 Acres

***The Towns at Hunter Village
Phase 2***

Beginning at a point which is S89°56'56"W along the Section Line, 348.224 feet and N00°03'04"W, 171.631 feet from the South Quarter Corner of Section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence N89°58'51"W, 22.913 feet; thence N89°58'51"W, 256.282 feet; thence N00°03'04"W, 114.237 feet; thence N89°56'56"E, 23.076 feet; thence N89°56'56"E, 254.955 feet; thence N69°45'47"E, 39.658 feet; thence Southeasterly 28.414 along the arc of a 375.00 foot radius curve to the left, (chord bears S22°24'27"E, 28.407 feet); thence S24°34'42"E, 18.780 feet; thence Southwesterly 120.006 feet along the arc of a 60.000 foot radius curve to the right (chord bears S32°43'14"W, 100.980 feet) to the point of beginning.

Contains 37,939 Square Feet or 0.87 Acres

THE TOWN AT HUNTER VILLAGE CONDOMINIUM - EXPANDABLE AREA

Beginning at a point on the Northerly Right-of-Way Line of 3500 South Street, said point being S89°56'56"W along the Section Line 180.467 feet and N00°03'04"W, 63.00 feet from the South Quarter Corner of Section 27, Township 1 South, Range 2 West, Salt Lake Base and Meridian; Running thence S89°56'56"W, 174.779 feet; thence N00°03'04"W, 3.000 feet; thence S89°56'56"W, 32.004 feet; thence S00°03'04"E, 3.000 feet; thence S89°56'56"W, 188.866 feet; thence N00°03'04"W, 3.000 feet; thence S89°56'56"W, 32.000 feet; thence S00°03'04"E, 3.000 feet; thence S89°56'56"W, 342.122 feet; thence N00°03'04"W, 3.000 feet; thence S89°56'56"W, 31.076 feet; thence S00°03'04"E, 3.000 feet; thence S89°56'56"W, 99.044 feet; thence North, 172.874 feet; thence N75°41'00"W, 206.410 feet; thence North, 43.912 feet; thence N75°41'00"W, 61.923 feet; thence N04°09'37"W, 4.504 feet; thence N75°41'00"W, 12.147 feet; thence N00°00'01"E, 222.726 feet; thence East, 191.285 feet; thence N46°28'16"E, 165.733 feet; thence Southeasterly 266.692 feet along the arc of a 395.00 foot radius curve to the left, (chord bears S70°39'28"E, 261.655 feet with a central angle of 38°41'04"); thence East, 425.624 feet; thence Northeasterly 66.272 feet along the arc of a 120.00 foot radius curve to the left, (chord bears N74°10'43"E, 65.433 feet with a central angle of 31°38'33"); thence N58°21'27"E, 18.347 feet; thence Southeasterly 24.269 feet along the arc of a 15.00 foot radius curve to the right, (chord bears S75°17'31"E, 21.707 feet with a central angle of 92°42'05"); thence Southeasterly 101.838 feet along the arc of a 481.50 foot radius curve to the right, (chord bears S22°52'56"E, 101.648 feet with a central angle of 12°07'05"); thence S16°49'23"E, 84.698 feet; thence Southwesterly 23.562 feet along the arc of a 15.00 foot radius curve to the right, (chord bears S28°10'37"W, 21.213 feet with a central angle of 90°00'00"); thence S73°10'37"W, 19.50 feet; thence S16°49'23"E, 35.00 feet; thence Southeasterly 23.562 feet along the arc of a 15.00 foot radius curve to the right, (chord bears S61°49'23"E, 21.213 feet with a central angle of 90°00'00"); thence S16°49'23"E, 73.642 feet; thence Southeasterly 88.485 feet along the arc of a 371.00 foot radius curve to the left, (chord bears S23°39'20"E, 88.275 feet with a central angle of 13°39'55"); thence S30°29'18"E, 90.564 feet; thence S41°03'24"W 119,377 feet to the point of beginning.

Contains 13.26S Acres or 577,933 Square Feet

This amendment extends to Parcel NOs. 14-27-377-001-0000 and all parcels located within the Towns at Hunter Village