

**FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LANTERN HILL @ WILLOW CREEK
(A Planned Lot Development Subdivision)**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LANTERN HILL @ WILLOW CREEK (A Planned Lot Development Subdivision) (this "Amendment") is made and executed this ___ day of July, 2007 by the undersigned members of the Lantern Hill @ Willow Creek Owners Association, a Utah nonprofit corporation (the "Association").

RECITALS:

A. A certain Amended And Restated Declaration Of Covenants, Conditions And Restrictions For Lantern Hill @ Willow Creek (A Planned Lot Development Subdivision) was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on _____, 2005, as Entry No. _____, in Book _____, Pages _____ to _____ (the "Declaration").

B. A certain Subdivision Plat (the "Plat") of Lantern Hill @ Willow Creek, a residential planned lot development subdivision consisting of 20 lots ("Lantern Hill") was recorded in the office of the County Recorder for Salt Lake County, State of Utah on _____, 2005, as Entry No. _____, in Book _____, Pages _____ to _____.

C. Lantern Hill has been developed upon and includes the following described land located in Salt Lake County, Utah and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

D. This Amendment has been approved by Owners holding at least fifty-one percent (51%) of the Total Votes of the Association.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Declaration is hereby amended as follows:

1. Section 4.5 of Article IV of the Declaration is hereby amended so as to delete said Section 4.5 as it presently appears and to substitute therefore the following:

4.5 Maintenance of Landscaping, Sidewalks and Driveways. Except as specifically provided below, all areas and improvements within the Lots, including, without limitation, any house, patio, garage, sidewalk, driveway, landscaping or other improvement on any Lot, shall be maintained, cleaned, repaired, replaced and reconstructed by the respective Owners thereof. Any such Owner re-landscaping, rebuilding, replacement, repair or material alteration or addition to any such areas and improvements within the Lots, other than within the interior of any house or garage, shall require the prior written approval and consent of the Board of Trustees of the Association in accordance with the provisions of this Declaration. Notwithstanding the foregoing, the Association shall maintain the landscaped portion of each Lot beginning at the rear line of the house on the Lot up to the inside of the curb at the street, but excluding any sidewalks

and driveway areas (collectively the "Maintained Areas"). In performing maintenance of the Maintained Areas, the Association shall (a) maintain, clean, repair and keep in a sanitary condition and in a state of good repair all of the Maintained Areas; (b) remove snow from the Common Area streets located in front of the Lots sufficient to permit reasonable vehicular circulation on the streets and push the snow to the edge of the streets, and when necessary, onto the Maintained Areas until it melts; and (c) repair such Maintained Areas at such time as the same are in a state of disrepair and require repair or replacement. Notwithstanding the foregoing to the contrary, (i) the Association shall not be obligated to remove snow from any driveways, porches, sidewalks or patios located in front of or on the sides or rear of houses located on the Lots, (ii) an Owner may plant and maintain flowers, ground covers and other plants within the planting areas of the Lots, provided, however, that the Association may prohibit, remove or alter any such individual gardening if the Board deems such to be inconsistent or out of harmony with the general landscaping of the Project, and (iii) the Association shall not be obligated to maintain or repair any fences or walls located on any Lots, as more fully described in Section 4.6 below. The Association shall have an easement and right of access over and across the Maintained Areas of all of the Lots for purposes of completing its responsibilities set forth in this Section 4.5.

2. Section 5.5 of Article V of the Declaration is hereby added to the Declaration as follows:

5.5 Easement Reserved by Association for Snow Removal. The Association shall have and hereby reserves unto itself an easement, including but not limited to rights of ingress and egress, in, on, over and under the Maintained Areas, for the purpose of storing snow removed from the Common Area streets on the Maintained Areas whenever the accumulative amount and depth of the snow removed from the Common Area streets exceeds the capacity of the edge of the Common Area streets. Said easement shall extend from the curb of the Common Area streets to a depth not to exceed ten (10) feet into the Maintained Areas.

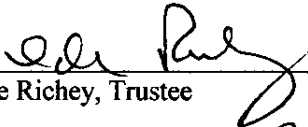
3. The undersigned members of the Board of Trustees of the Association hereby certify that this Amendment has been approved by Owners holding at least fifty-one percent (51%) of the Total Votes of the Association.

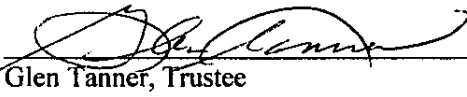
4. This Amendment may be executed in one or more counterparts, each of which, when executed and delivered, shall be an original and all of which shall together constitute one and the same instrument.


5. 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.

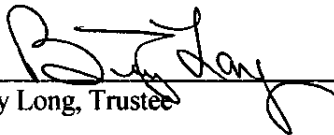
6. Except as herein modified, all other terms of the Declaration shall remain in full force and effect.

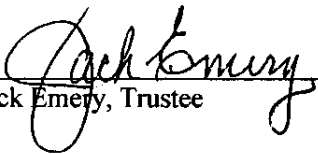
IN WITNESS WHEREOF, the undersigned, constituting all of the members of the Board of Trustees of the Association have set their hands this day and year first above written.


Dale Richey, Trustee


Glen Tanner, Trustee

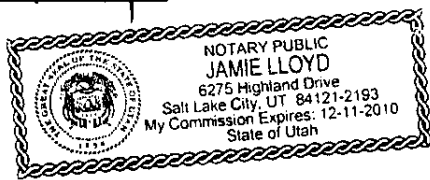

Ramon Baird, Trustee


Betty Long, Trustee


Jack Emery, Trustee

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

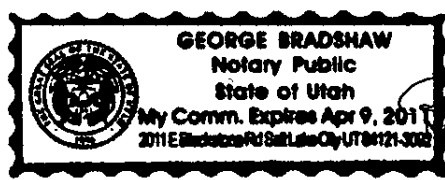
The foregoing instrument was acknowledged before me this 6 day of Nov 2007, by Dale Richey, a trustee of Lantern Hill @ Willow Creek Owners Association.



[Signature]
NOTARY PUBLIC

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

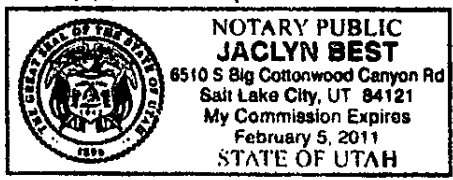
The foregoing instrument was acknowledged before me this 13 day of Nov, 2007, by Betty Long, a trustee of Lantern Hill @ Willow Creek Owners Association.



[Signature]
NOTARY PUBLIC

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

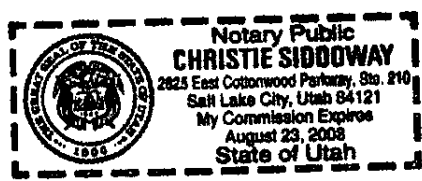
The foregoing instrument was acknowledged before me this 10th day of Dec, 2007, by Ramon Baird, a trustee of Lantern Hill @ Willow Creek Owners Association.



[Signature]
NOTARY PUBLIC

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

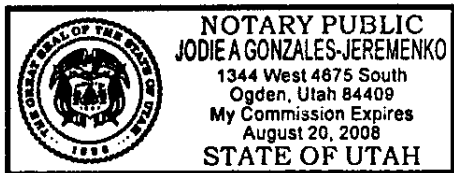
The foregoing instrument was acknowledged before me this 11 day of Dec, 2007, by JACK EMERY, a trustee of Lantern Hill @ Willow Creek Owners Association.



[Signature]
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 17 day of Dec, 2007, by Glen R. Tanner a trustee of Lantern Hill @ Willow Creek Owners Association.



[Handwritten Signature]

NOTARY PUBLIC

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND INCLUDED IN
LANTERN HILL @ WILLOW CREEK