

HUNTLY MANOR HOMEOWNERS ASSOCIATION, INC.

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment), is made this 14 day of ~~October~~, 2009, by HUNTLY MANOR, L.L.C., a Utah limited liability company ("Declarant"). January

WITNESSETH:

WHEREAS, Hamlet made, executed and caused to be recorded, as Declarant, that certain Declaration of Covenants, Conditions and Restrictions dated June 4, 2008 2:45 PM and recorded among the Salt Lake County Recorder's Office in Book 9614, pages 63-90 et seq., pursuant to which the Declarant subjected all that property described in the Declaration (the "Property") and Declarant formed an association known as, "Huntly Manor Homeowners Association, Inc." ("Association"); and

WHEREAS, pursuant to Article 2.13 of the Declaration, "NEAT APPEARANCE"; the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

Article 2.13. NEAT APPEARANCE. Owners shall, at all times, maintain their Lots and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to the painting (or other appropriate external care) of all Structures on the Lot, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Architectural Review Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Board of Directors, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Lot in question or to repair, maintain, repaint and restore the Lot and the improvements of Structures thereon, and the cost thereof shall be a binding, personal obligation of such Owner, as an additional assessment on the Lot.

In all other respects, the Declaration, as amended, remains unchanged.

WITNESS the hand and seal of Huntly Manor L.L.C. on the day herein above first written.

WITNESS/ATTEST:

DECLARANT:  
HUNTLY MANOR, L.L.C.

10600042  
1/16/2009 12:50:00 PM \$18.00  
Book - 9675 Pg - 1048-1052  
Gary W. Ott  
Recorder, Salt Lake County, UT  
US TITLE OF UTAH  
BY: eCASH, DEPUTY - EF 5 P.

*Linda S. Phillips*

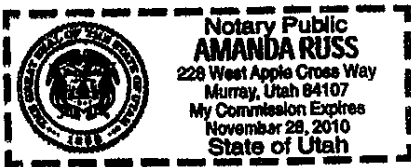
By: *John Aldous* (SEAL)  
John Aldous, President of Hamlet Homes  
Managing Member of Stoneleigh Heights LLC

COURTESY RECORDING  
THIS DOCUMENT IS BEING RECORDED  
SOLELY AS A COURTESY TO THE PARTIES.  
U.S. TITLE ASSUMES NO RESPONSIBILITY  
FOR THE CONTENTS HEREOF AND MAKES  
NO REPRESENTATIONS AS TO THE EFFECT  
OR VALIDITY OF THIS DOCUMENT.

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 23<sup>rd</sup> day of October, 2008, before me, the subscriber, a Notary Public of the State of Utah, personally appeared John Aldous, known to me or suitably proven, who acknowledged himself to be President of Hamlet Homes Corporation, Member of Huntly Manor, L.L.C., the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.



Amanda Russ  
Notary Public

My Commission Expires: Nov. 28, 2010

**CONSENT AND AGREEMENT OF TRESTEE AND BENEFICIARY**

Ron K. Nichols and Washington Trust Bank, are, respectively, the Trustee and the Beneficiary under that certain Deed of Trust dated 4-3-08 and recorded as Entry No. 10392260 in Book 9591 at Pages 100-117 of the Official Records of Salt Lake County, Utah hereby join in the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in Exhibit A of Declaration of Covenants, Conditions and Restrictions such to the operation and effect of such Declaration.

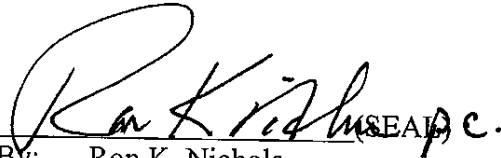
Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 14 day of ~~October~~, 2009.  
January

WITNESS/ATTEST:

\_\_\_\_\_


TRUSTEE:

  
By: Ron K. Nichols  
Its: Attorney

WITNESS/ATTEST:

\_\_\_\_\_

BENEFICIARY:

 (SEAL)  
By: Stanley Jenkins  
Its: Vice President

STATE OF UTAH: COUNTY OF WEBER: TO WIT:

I HEREBY CERTIFY that on this 14 day of <sup>Jan.</sup>~~October~~, 2009, before me, a Notary Public for the state aforesaid, personally appeared Ron K. Nichols, Attorney of Washington Trust Bank, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it on behalf of the Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Kaylee Watanabe  
Notary Public

My commission expires on 9-26-10.

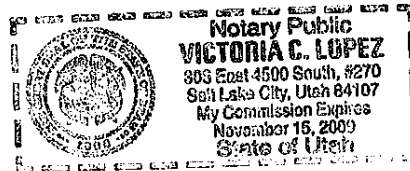
STATE OF UTAH: COUNTY OF UTAH: TO WIT:

I HEREBY CERTIFY that on this 3 day of <sup>Nov 09</sup>~~October~~, 2008, before me, a Notary Public for the state aforesaid, personally appeared Stanley F. Jenkins, the Vice President of Washington Trust Bank, Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it on behalf of the Trustee for the purposes therein set forth, and that it is his act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Victoria C. Lopez  
Notary Public

My commission expires on 11/15/09.



**EXHIBIT A**

**Description of the Property**

**COMPOSITE  
DESCRIPTION**

A parcel of land located in the Southwest Quarter of Section 25, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the South Right-of-Way Line of Silver Avenue, said point being also on the North Line of Lot 11, Block 15, 10-Acre Plat A, Big Field Survey, said point being also S89°51'05"W 505.36 feet from the Northeast Corner of said Lot 11; and running thence S00°00'47"W 115.68 feet; thence N89°50'38"E 253.78 feet; thence S00°01'22"E 201.54 feet; thence N89°50'08"E 1.67 feet; thence S00°01'22"E 62.71 feet; thence S89°49'26"W 514.18 feet to the Easterly Right-of-Way Line of the UTA TRAX property; thence, along said Easterly Right-of-Way Line, N00°02'04"E 380.14 feet to the said South Right-of-Way Line of Silver Avenue and North Line of said Lot 11; thence, along said South Right-of-Way Line and North Line of Lot 11, N89°51'05"E 258.42 feet to the Point of Beginning.

Contains 165,448 SF or 3.80 acres