

Ent 261241 Bk 0643 Pg 0783-0786  
ELIZABETH M PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
2003 AUG 4 10:38am Fee 18.00 MWC  
FOR SMART TOM

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this  
AFTER RECORDING PLEASE RETURN TO:

Richard W. Sheffield  
Fillmore Belliston Sheffield Madsen & Stubbs, PLLC  
4692 North 300 West, Suite 200  
Provo, Utah 84604

FIRST AMENDMENT TO

DECLARATION OF PROTECTIVE EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS  
(Including Owner Association Bylaws)

OF

WINTERTON FARMS AT CHARLESTON

Charleston, Wasatch County, Utah

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (this First  
Amendment to Declaration) is made this 4 day of ~~July~~<sup>Aug</sup>, 2003, by River's End, L.C., a  
Utah limited liability company (Declarant), and by certain of the other Owners in the  
Winterton Farms Owners Association.

RECITALS:

A. All defined terms as used in this First Amendment to Declaration shall  
have the meanings ascribed to them herein or, as the case may be, in the  
DECLARATION OF PROTECTIVE EASEMENTS, COVENANTS, CONDITIONS  
AND RESTRICTIONS recorded by Declarant in the Public Records on August 10, 2001,  
as Entry 235857, Book 0516, pages 0407 through 0432, inclusive (as previously  
amended, the "Declaration").

B. Declarant has caused this First Amendment to Declaration to be prepared for recordation in the Public Records in order to amend the Declaration.

C. Because this First Amendment to Declaration may be required to be adopted in accordance with Section 12.2 of the Declaration, this First Amendment to Declaration is signed by Declarant and others who collectively hold at least sixty percent (60%) of the total votes in the Association (including the Class B votes held by Declarant).

D. The real property to which this First Amendment to Declaration is applicable is located in Charleston, Wasatch County, Utah, and is presently described in Exhibit A hereto.

NOW, THEREFORE, Declarant hereby makes this First Amendment to Declaration as follows:

1. The Declaration is hereby amended in the following particulars:

(a) Sections 3.2, 3.7, 3.8, 3.9, 3.10, and 3.14 of the Declaration and Articles IV and V of the Declaration are not applicable to Lots 1 and 2, provided, however, that Lots 1 and 2 will nevertheless be subject to the laws, ordinances, health codes, rules, and regulations of the applicable governmental jurisdictions.

(b) Section 9.2(a) of the Declaration is amended in its entirety to read as follows:

(a) Class A. Each Owner, including Declarant, shall be entitled to one vote for each Lot in which such Owner holds the interest required for Association membership, except that the Owner of Lot 1 and the Owner of Lot 2 shall each be entitled to only one-half of one vote.

(c) Section 11.9 of the Declaration is amended in its entirety to read as follows:

11.9 Uniform Rate of Assessment. All Annual and Special Assessments authorized by Sections 11.3 and 11.8, respectively, shall be fixed at a uniform rate for all Lots, except that the rate for each of Lots 1 and 2 shall be fixed at one-half of the rate for each of the other Lots; provided, however, that until a Lot has been both fully improved and sold to a third party purchaser, the Annual and Special Assessments applicable to such Lot shall not be due and payable. During the period of time that Declarant holds the Class B voting rights in the Association, if assessed fees collected by the Association fail to adequately meet Association expenses, then Declarant shall pay any shortfall.

2. Except as amended by the provisions of this First Amendment to

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Declaration, the Declaration shall remain unchanged and shall constitute the entire Declaration of Protective Easements, Covenants, Conditions and Restrictions for the Development.

3. This First Amendment to Declaration shall be recorded in the Public Records and shall be effective upon recordation.

DATED as of the day and year first above set forth.

DECLARANT:

RIVERIS END, L.C. (as Declarant and as the Owner of Lots and party entitled to the Class B voting rights under the Declaration)

Thomas S. Smart By:  
Thomas S. Smart, Member/Manager

STATE OF UTAH )  
                  *Wasatch* ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Aug., 2003 by Thomas S. Smart, as the Manager of Rivers End, L.C.

Marie Sabey NOTARY PUBLIC

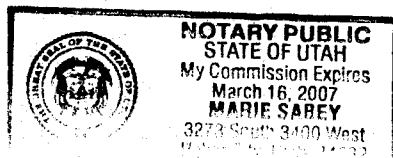
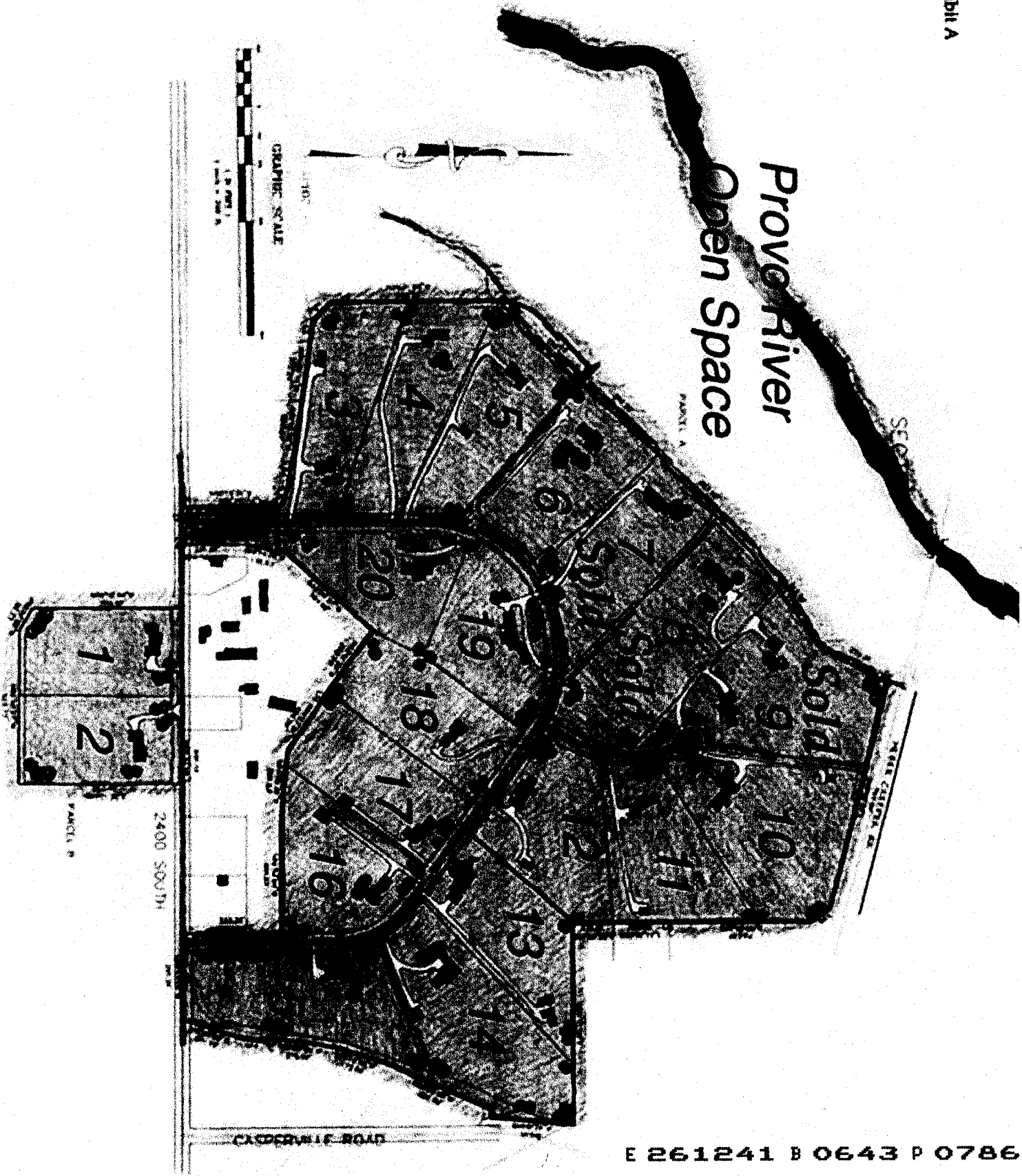


EXHIBIT A

FIRST AMENDMENT  
TO DECLARATION OF PROTECTIVE EASEMENTS,  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WINTERTON FARMS AT CHARLESTON

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Real property in the City of Charleston, Wasatch County, Utah described as follows:



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