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By [Signature] Deputy Book 717 Page 46

AMENDMENT TO DECLARATIONS OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
CONCERNING PHASES 1, 2, AND 3 OF
THE SUNDOWNER CONDOMINIUM

THIS AMENDMENT TO DECLARATIONS is made and executed this 29 day of June, 1978, by COUNTRY HILLS, INC., a Utah corporation (referred to hereinafter and in each of the Declarations amended hereby as "Declarant"), and is executed (but not made) by THE MANAGEMENT COMMITTEE OF THE SUNDOWNER CONDOMINIUM PROJECT (referred to hereinafter as the "Management Committee").

RECITALS:

A. On January 22, 1974 Declarant created Phase 1 of The Sundowner Condominium Project (hereinafter referred to as "Phase 1") by filing for record in the office of the County Recorder of Davis County, Utah an instrument entitled "Declaration of Covenants, Conditions, and Restrictions, The Sundowner Condominium Phase 1" and an instrument styled "Record of Survey Map of The Sundowner Condominium Phase 1" (hereinafter referred to as the "Phase 1 Map"). Said Declaration was recorded as Entry No. 390625 in Book 532 at Page 190. The Phase 1 Map was recorded as Entry No. 390624 in Book "S" at Page 567. On June 10, 1976 there was recorded in the office of the County Recorder of Davis County, Utah, as Entry No. 435716 in Book 604 at Page 753, an "Amendment to Declaration of Covenants, Conditions, and Restrictions, The Sundowner Condominium Phase 1" by which said Declaration concerning Phase 1 was amended in certain respects. Said Declaration concerning Phase 1, as amended by said Amendment to Declaration, is hereinafter referred to as the "Phase 1 Declaration." The Real Property included in Phase 1 is situated in Clearfield, Davis County, Utah, and is described as follows:

Abstracted
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 Entered
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 On Merger
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Beginning at a point on the South right of way of 700 South Street being West 1687.93 feet, South 112.57' and S 89°54' 15" W 90 feet from the Northeast corner of Section 7, T4N, R1W, SLB&M; thence S 0°08'33" W 150.00 feet; thence N 89°54' 15" E 170.00 feet; thence S 0°08'33" W 120.00 feet; thence S 89°54'15" W 35 feet; thence S 0°08'33" W 330.00 feet; thence S 89°54'15" W 340.00 feet; thence N 0°08' 33" E 230.00 feet; thence S 89°54'15" W 60.27 feet; thence N 57°24'35" W 147.80 feet; thence N 0°08'33" E 120.00 feet; thence N 89°54'15" E 140.00 feet; thence N 0°08'33" E 170.00 feet; thence N 89° 54'15" E 250.00 feet to the point of beginning. (Containing 5.32 acres.)

B. The Phase 1 Declaration anticipated that the Condominium Project related thereto would be but the first Phase of a larger Condominium Project (hereinafter sometimes referred to as the "Project") which ultimately might come into existence. Accordingly, in the Phase 1 Declaration, and particularly in Paragraph 12 thereof, Declarant reserved the right, upon the occurrence of certain conditions, to include one or more additional Phases as a part of a single Condominium Project consisting of Phase 1 and all subsequent Phases which may be merged with Phase 1.

C. On October 1, 1975 Declarant created Phase 2 of The Sundowner Condominium Project (hereinafter referred to as "Phase 2") by filing for record in the office of the County Recorder of Davis County, Utah an instrument entitled "Declaration of Covenants, Conditions, and Restrictions, The Sundowner Condominium Phase 2" and an instrument styled "Record of Survey Map of The Sundowner Condominium Phase 2" (hereinafter referred to as the "Phase 2 Map"). Said Declaration was recorded as Entry No. 420454 in Book 579 at Page 513. The Phase 2 Map was recorded as Entry No. 420453 in Book 579 at Page 512. On June 10, 1976 there was recorded in the office of the County Recorder of Davis County, Utah, as Entry No. 435717 in Book 604 at Page 759, an "Amendment to Declaration of Covenants, Conditions, and Restrictions, The Sundowner Condominium Phase 2," by which said Declaration concerning Phase 2 was amended in certain respects. Said Declaration concerning Phase 2, as amended by said Amendment to Declaration, is hereinafter referred to as the "Phase 2 Declaration." The Real Property included in Phase 2 is situated in Clearfield, Davis County, Utah, and is described as follows:

Beginning at a point which is on the East boundary of Sundowner Condominium, Phase 1, being West 1687.93 ft., and South 112.57 ft., and S 89°54'15" W 90.0 ft., and S 0°08'33" W 150.0 ft., and N 89°54'15" E 170.0 ft., and S 0°08'33" W 120.0 ft., and S 89°54'15" W 35.0 ft., and S 0°08'33" W 115.0 ft. from the Northeast corner of Section 7, T. 4N., R. 1W., S.L.B.&M.; and running thence S 89°51'27" E 110.0 ft.; thence S 0°08'33" W 227.49 ft.; thence S 32°35'25" W 94.94 ft.; thence N 57°24'35" W 70.0 ft.; thence N 0°08'33" E 270.0 ft. to the point of beginning. (Contains .70 acres, more or less).

D. The Phase 2 Declaration provided that Phase 2 constitutes the second Phase of the Project and anticipated that said Phase might be added to and merged with Phase 1 and/or subsequent Phases previously or thereafter merged with Phase 1.

E. On June 10, 1976 Declarant created Phase 3 of the Sundowner Condominium Project (hereinafter referred to as "Phase 3") by filing for record in the office of the County Recorder of Davis County, Utah an instrument entitled "Declaration of Covenants, Conditions, and Restrictions, The Sundowner Condominium Phase 3" (hereinafter referred to as the "Phase 3 Declaration") and an instrument styled "Record of Survey Map of the Sundowner Condominium Phase 3" (hereinafter referred to as the "Phase 3 Map"). The Phase 3 Declaration was recorded as Entry No. 435719 in Book 604 at Page 766. The Phase 3 Map was recorded as Entry No. 435718 in Book 604 at Page 765. The Real Property included in Phase 3 is situated in Clearfield, Davis County, Utah, and is described as follows:

BEGINNING at a point on the East boundary of Sundowner Condominium Phase 1, being W 1687.93 feet and S 112.57 feet, and S 89° 54'15" W 90.00 feet, and S 0°08'33" W 150.00 feet, and N 89°54'15" E 170.00 feet from the Northeast corner of Section 7, T4N, R1W, S.L.B.&M., and running thence S 0°08'33" W 120.00 feet; thence S 89°54'15" W 35.00 feet; thence S 0°08'33" W 115.00 feet; thence S 89°51'27" E 110.00 feet; thence S 0°08'33" W 227.49 feet; thence S 32°35'25" W 72.50 feet; thence S 57°24'35" E 289.01 feet; thence N 0°08'33" E 680.00 feet; thence S 89°54'15" W 280.00 feet to the point of beginning.

F. The Phase 3 Declaration provided that Phase 3 constitutes the third Phase of the Project and anticipated that said Phase might be added to and merged with Phase 1 and/or other Phases of the Project previously or thereafter merged with Phase 1.

G. On June 10, 1976 Declarant exercised its right to merge Phase 1, Phase 2, and Phase 3 into one another so as to result in but a single Project. Such right was exercised by Declarant's filing for record in the office of the County Recorder of Davis County, Utah an instrument entitled "Notice of Merger of Phase 1, Phase 2, and Phase 3 of The Sundowner Condominium." Said Notice of Merger was recorded as Entry No. 435720 in Book 604 at Page 804.

H. Heretofore there has been or concurrently with the recordation of this Amendment there is being recorded in the office of the County Recorder of Davis County, Utah an instrument entitled "Declaration of Covenants, Conditions, and Restrictions, The Sundowner Condominium Phase 4" (hereinafter referred to as the "Phase 4 Declaration") and an instrument styled "Record of Survey Map of The Sundowner Condominium Phase 4" (hereinafter

referred to as the "Phase 4 Map") whereby Phase 4 of The Sundowner Condominium Project (hereinafter referred to as "Phase 4") is created. The Real Property included in Phase 4 is situated in Clearfield, Davis County, Utah, and is described as follows:

BEGINNING at the Southeast corner of Sundowner Condominium Phase 1, being S. $66^{\circ}34'24''$ W. 1792.17 feet from the Northeast corner of Section 7, T.4N., R.1W., S.L.B.&M., U.S. Survey, and running thence S. $0^{\circ}08'33''$ W. 55.00 feet; thence S $57^{\circ}24'35''$ E. 70.00 feet; thence N. $32^{\circ}35'25''$ E. 22.44 feet; thence S. $57^{\circ}24'35''$ E. 289.01 feet; thence S. $0^{\circ}08'33''$ W. 349.10 feet; thence N. $57^{\circ}24'35''$ W. 139.00 feet; thence N. $0^{\circ}08'33''$ E. 100.10 feet; thence N. $57^{\circ}24'35''$ W. 669.27 feet; thence N. $32^{\circ}35'25''$ E. 50.47 feet; thence N. $89^{\circ}54'15''$ E. 340.00 feet to the point of BEGINNING.

SUBJECT TO a right-of-way over and across the following-described (35-foot wide) strip of land: BEGINNING at a point West 1328.31 feet, South 261.97 feet, and South $0^{\circ}08'33''$ West 887.52 feet from the Northeast corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South $0^{\circ}08'33''$ West 41.48 feet; thence North $57^{\circ}24'35''$ West 808.27 feet; thence North $32^{\circ}35'25''$ East 35.00 feet; thence South $57^{\circ}24'35''$ East 786.02 feet to the point of BEGINNING.

I. The Phase 4 Declaration provides that Phase 4 constitutes the fourth Phase of the Project and anticipates that said Phase may be added to and merged with Phase 1 and/or other Phases of the Project previously or thereafter merged with Phase 1.

J. Declarant desires, pursuant to the applicable provisions of the above-referenced instruments, to exercise its right to merge Phase 4 into (previously merged together) Phases 1, 2, and 3 so as to result in but a single Project, and plans to do so by recording in the office of the County Recorder of Davis County, Utah, concurrently with the recordation of this Amendment, a "Notice of Merger of Phase 4 of The Sundowner Condominium into (Previously Merged) Phases 1, 2, and 3 Thereof."

K. The Phase 1 Declaration provides that, after a particular Phase has been merged with Phase 1 and other Phases theretofore added to Phase 1, the Declaration and Record of Survey Map for the Project as it then exists shall consist of all

Declarations and Maps theretofore filed with respect to the various Phases which comprise constituent parts of the expanded Project. Due to this state of affairs, the Phase 4 Declaration must be such that it is susceptible of being read together with and blended into the provisions of the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration.

L. Due to the current requirements of the mortgage lending institution(s) which are expected to furnish the long-term mortgage loans required by individual Unit Owners interested in Phase 4 (including the current requirements of the institution(s) which are expected to purchase at least some of said loans from the institution(s) which make the same in the first instance), it has been necessary for Declarant, in structuring certain of the provisions of the Phase 4 Declaration (i.e., Paragraph 9 thereof concerning "Insurance" and Paragraph 14 thereof concerning "Mortgagee Protection"), to depart somewhat from the format which was used relative to parallel provisions as set forth in the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration. As a consequence, the Phase 4 Declaration will not be such that it is susceptible of being read together with and blended into the provisions of the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration (as the Declarations respecting Phases 1, 2, and 3 are presently constituted). Declarant desires to avoid this state of affairs, since unless resolved it either will result in frustration of the ability to merge Phase 4 into the previously existing Project or will result in uncertainty and confusion respecting which provisions govern and apply to the parties (or classes of parties) who may or may come to have an interest in the Project.

M. Accordingly, Declarant desires to amend the relevant provisions of each of the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration so as to make such Declarations consistent with the provisions set forth in the Phase 4 Declaration. Declarant has the right, power, and authority to accomplish such amendments, since such amendments will tend to facilitate the practical, technical, administrative, and functional integration of Phase 4 (and of the other Phases concerned) into the Project, and since the amendment provisions (Paragraph 15) of each of the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration provide, in part, that until a "Notice of Merger" is filed with respect to the final Phase of The Sundowner Condominium or until 7 years after the filing of the Phase 1 Declaration with the Davis County Recorder's office (i.e., until January 22, 1981), whichever occurs earlier, Declarant alone, and acting unilaterally, shall have the right to amend the Declaration concerned "as may be reasonably necessary or desirable to facilitate the practical, technical, administrative, or functional integration of any Phase into the Project." The time within which Declarant has the right to unilaterally amend, as aforesaid, has not yet expired. Moreover, the amendment restrictions pertaining to Paragraph 14

(concerning "Mortgagee Protection") which are set forth in each of the Phase 2 Declaration and the Phase 3 Declaration do not preclude Declarant from accomplishing the desired amendments: Such restrictions by their terms apply only to an amendment to said Paragraph 14 "which has the effect of diminishing the rights, protection, or security afforded to Mortgagees"; the amendments desired by Declarant increase and further, rather than diminish, such rights, protection, and security. (Paragraph 14 as contained in each of the Phase 2 Declaration and the Phase 3 Declaration does, however, require that any amendment to said Paragraph be accomplished by an instrument executed by the Management Committee, and as a result this Amendment is being executed by the Management Committee, as well as by Declarant.)

AMENDMENTS:

NOW, THEREFORE, for the purposes and pursuant to the rights, powers, and authority referred to above, Declarant hereby amends the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration, and each of them, as follows:

The entirety of Paragraph 9 (concerning "Insurance") and of Paragraph 14 (concerning "Mortgagee Protection"), and each of them, as contained and as set forth in the Phase 4 Declaration, is hereby added to and made a part of the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration, and each of them, and shall supersede and replace any and all provisions inconsistent therewith which are or heretofore were contained in the Phase 1 Declaration, the Phase 2 Declaration, the Phase 3 Declaration, or any of them. Without limiting the generality of the foregoing: (1) The entirety of said Paragraph 9 (concerning "Insurance") as contained and as set forth in the Phase 4 Declaration is hereby made to completely supersede and replace the entirety of Paragraph 9 (concerning "Insurance") as heretofore contained and set forth in the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration, and each of them; and (2) The entirety of said Paragraph 14 (concerning "Mortgagee Protection") as contained and as set forth in the Phase 4 Declaration is hereby made to completely supersede and replace the entirety of each of the following: (a) Paragraph 14 (concerning "Mortgagee Protection") and Paragraph

16 (concerning "Miscellaneous Provisions"), and each of them, as heretofore contained and set forth in the Phase 1 Declaration;
 (b) Paragraph 14 (concerning "Mortgagee Protection") as heretofore contained and set forth in the Phase 2 Declaration; and
 (c) Paragraph 14 (concerning "Mortgagee Protection") as heretofore contained and set forth in the Phase 3 Declaration.

Each of the Phase 1 Declaration, the Phase 2 Declaration, and the Phase 3 Declaration shall hereafter and for all purposes be and consist of the Phase 1 Declaration as heretofore constituted, the Phase 2 Declaration as heretofore constituted, and the Phase 3 Declaration as heretofore constituted, respectively, as modified and amended by this Amendment. This Amendment shall take effect upon recording in the office of the County Recorder of Davis County, Utah.

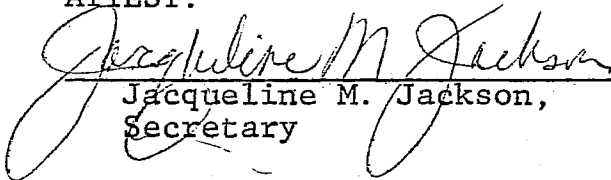
EXECUTION BY MANAGEMENT COMMITTEE

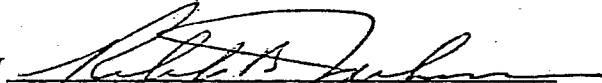
The Management Committee is executing this instrument as a result of the considerations mentioned toward the end of Paragraph M appearing above. Each officer executing this instrument on behalf of the Management Committee hereby certifies that, since the amendments accomplished herein do not have the effect of diminishing the rights, protection, or security afforded to Mortgagees, approval by Mortgagees of the amendments accomplished herein is not a condition to such amendments.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this instrument to be executed this 29 day of June, 1978.

COUNTRY HILLS, INC.,
 a Utah corporation

ATTEST:


 Jacqueline M. Jackson,
 Secretary

By 
 Robert B. Jackson,
 President

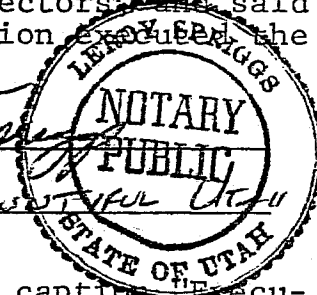
STATE OF UTAH)
)
 COUNTY OF Davis) ss.

On this 6 day of July, 1978, personally appeared before me ROBERT B. JACKSON and JACQUELINE M. JACKSON, who being by me duly sworn, did say that they are the

President and Secretary, respectively, of COUNTRY HILLS, INC., a Utah corporation, and that the foregoing Amendment to Declarations was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Officers acknowledged to me that said corporation executed the same.

My Commission Expires:

June 30, 1979

[Signature]
Notary Public
Residing at: DOUGLAS SPRINGS


FOR THE PURPOSES mentioned under the caption "Execution by Management Committee" appearing in the foregoing instrument, the Management Committee executes this Amendment on this 29 day of JUNE, 1978.

MANAGEMENT COMMITTEE
OF THE SUNDOWNER
CONDOMINIUM PROJECT

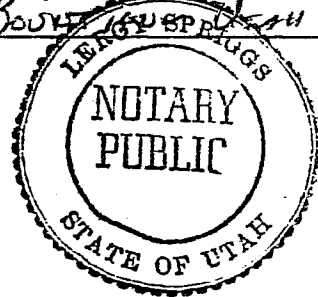
By *[Signature]*
Title: Chairman

STATE OF UTAH)
COUNTY OF DAVIS) ss.

On this 29 day of JUNE, 1978, personally appeared before me GREGORY J. ANDERSON, who being by me duly sworn, did say that (s)he is the Chairman of the MANAGEMENT COMMITTEE OF THE SUNDOWNER CONDOMINIUM PROJECT, and that the foregoing Amendment to Declarations was signed on behalf of said Committee for the purposes mentioned therein.

My Commission Expires:

June 30, 1979

[Signature]
Notary Public
Residing at: DOUGLAS SPRINGS


CITY APPROVAL

On this 6 day of July, 1978 CLEARFIELD CITY CORPORATION, a body corporate and politic and the municipality in which The Sundowner Condominium is located, hereby gives final approval to the foregoing "Amendment to Declarations of Covenants, Conditions, and Restrictions Concerning Phases 1, 2, and 3 of The Sundowner Condominium."

ATTEST:

CLEARFIELD CITY CORPORATION

Judy Cottrell
Dep. City Recorder

By Ronald W. Townley
Mayor

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 6 day of July, 1978, personally appeared before me DONAL W. TOWNLEY and JUDY COTTRELL, known to me to be the Mayor and Dep. City Recorder, respectively, of CLEARFIELD CITY CORPORATION, a body corporate and politic, who duly acknowledged to me that they executed the foregoing instrument on behalf of said municipality pursuant to authority.

My Commission Expires:
MY COMMISSION EXPIRES JULY 8, 1978

Loannio Pettibone
Notary Public
Residing at: Clearfield, Utah

