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AMENDMENT TO AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF SANDY HIGHLANDS,
a Planned Unit Development

6276775

The undersigned being all of the Board of Trustees of Sandy Highlands, a Planned Unit Development, hereby execute this amendment, effective January 1, 1996.

R E C I T A L S

WHEREAS, Sandy Highlands, a Planned Unit Development, (the "Association") desires to amend its Amended Declaration of Covenants, Conditions and Restrictions dated March 7, 1989, recorded March 16, 1989 as Entry No. 4747164, in Book 6110, at Page 2196 of the Records of the Salt Lake County Recorder ("DCC&Rs");

WHEREAS, the Association desires to amend paragraphs 13.1 and 13.4 of the DCC&Rs;

WHEREAS, the Association presented the amendment to its membership and obtained a vote at its regular annual meeting to make such amendment; and

WHEREAS, owners owning more than 67% of the percentage interest in the common areas voted in favor of said amendment;

NOW, THEREFORE, the Amended Declaration of Covenants, Conditions and Restrictions of Sandy Highlands, a Planned Unit Development are hereby amended as follows:

1. ~~Delete~~ paragraph 13.1 in its entirety and substitute the following:

13.1: Lot Use Restrictions. Each of the lots in the Project is intended to be used for Owner occupied single family residential housing and is restricted to the use of the Lot Owner and the Lot Owners immediate legal Family.

2. ~~Delete~~ paragraph 13.4 in its entirety and substitute the following:

BK 7327 PG 0456

13.4: Lease of Lots. No lot owners shall be permitted to rent or lease his lot, any part thereof, or any structure or part thereon for any purpose, except as follows:

A. A lot Owner may lease his entire lot, including the structure thereon on a long-term basis (1 year or more), to a legal, primary family member (father, mother, son, daughter, brother, or sister, including their legal family), subject to the other provisions of 13.4.

B. Lot owners, who at the time this amendment to the DCC&Rs, becomes effective, are renting or leasing their units, contrary to these provisions, will have one-year to either sell his/her unit or take occupancy, or otherwise come into compliance. The Executive Board will have the authority and responsibility to determine compliance and non-compliance, and shall take whatever legal remedies provided in the DCC&Rs.

C. Lot owners may lease their entire lot, including the structure thereon on a long-term basis (of 1 year or more), to a responsible non-relative, under the following conditions:

(1) Lot owner desires to be absent from his lot for a specified period of time, but intends to return and resume occupancy after his/her absence.

(2) A copy of the lease is presented to the Executive Board for approval and has the following provisions and affidavit included therein:

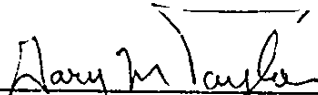
a. Lessee has been furnished a copy of S.H.H.A. complex rules and agrees in writing to comply with them as well as all current provisions of the DCC&Rs and Bylaws as amended from time to time.

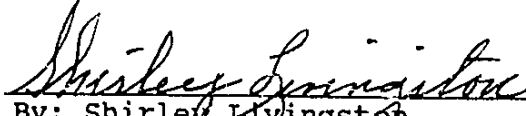
b. Lease provides for authority of the Executive Board to act as agent for the Lot Owner to resolve issues of non-compliance with DCC&Rs, Bylaws and Rules. The Board shall have authority to evict for non-compliance, or for reasonable cause, with due process notice, any lessee who commits three or more violations of the DCC&Rs, Bylaws, Rules, or disturbs the peace, becomes nuisance or threat to the safety or security of the complex or any resident living therein. A written copy of any violation will be furnished to the Lot Owner.

c. Lot owner may "Lease with option to purchase," if there is an earnest money offer, stating the sale price, and monetary consideration equal to three months lease payment is received and documented. This lease will require approval of the Executive Board.

Executed by the Association on the day and year first above written.

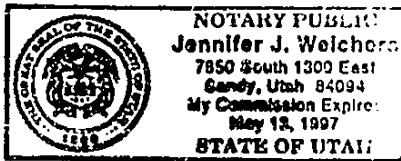
Sandy Highlands
Homeowners Association



By: Gary Taylor, President


By: Shirley Livingston,
Secretary

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 3 day of ^{Feb.} January, 1996, personally appeared before me, Gary Taylor, the president and Shirley Livingston, the secretary of the Sandy Highlands Homeowners Association, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same on behalf of the Association.




Notary Public
Residing in Salt Lake County
State of Utah

My commission expires:
May 13, 1997

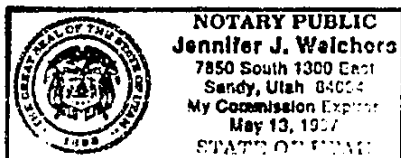
CERTIFICATION

COMES NOW, Shirley Livingston, the secretary of the Association and under oath acknowledges and certifies that the foregoing Amended Declaration was approved by sixty-seven percent (67%) or more if the members of the Association required by Article XV of the Amended Declaration of Covenants, Conditions and Restrictions of the Association.

Shirley Livingston
Shirley Livingston

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN to before me this 3 day of
Feb., 1996.



Jennifer J. Welchors
NOTARY PUBLIC
Residing in Salt Lake County,
State of Utah

My Commission Expires:
May 13, 1997

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02/09/96 10:35 AM 87.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ASHTON, BRAUNBERGER, POULSEN
& BOUD SUITE 103
302 W 5400 S MURRAY, UT 84107
REC BY: B GRAY , DEPUTY - MP