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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BARBCK BOSTWICK SCOTT CRAWLEY
57 W SOUTH TEMPLE 8TH FL
SLC UT 84101
BY: ZJM, DEPUTY - WI 3 P.

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**AMENDMENT NO. ONE
TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
THE FIELDS AT DRAPER CONDOMINIUMS
(An Expandable Residential Condominium Project)**

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION of Condominium of the Fields at Draper Condominiums is made pursuant to the Utah Condominium Act, Utah Code Ann. §57-8-13.6, and executed this 25th day of February, 2000, and AMENDS THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE FIELDS AT DRAPER CONDOMINIUMS an expandable condominium project, recorded the 23rd day of September 1998, as Entry No. 7095024, in Book 8101, at Pages 1454 et. seq., of the records of Salt Lake County, State of Utah.

AMENDMENT

The Amended and Restated Declaration of Condominium of the Fields at Draper Condominiums referenced above is hereby amended to add section 17.22 to ARTICLE 17 GENERAL PROVISIONS which shall read as set forth below. This Amendment shall supersede and replace any inconsistent provisions of the Amended and Restated Declaration of Condominium of the Fields at Draper Condominiums previously recorded.

17.22 Disputes With Declarant: No right of cause of action, as against Declarant, shall arise by virtue of this Declaration to the benefit of any individual Owner or group of Owners, whether past or present, or the Association.

a. In the event of any dispute or claim which shall arise between the Declarant and any individual Owner, group of Owners, or the Association and relating to the Property, Declarant, at its option and in its sole discretion may demand that any or all such claim or dispute be submitted to Mediation and/or Arbitration, or both, before the American Arbitration Association in compliance with the Construction Industry Arbitration Rules of the American Arbitration Association. Upon receipt of a written demand for Mediation and/or Arbitration from Declarant, the individual Owner, group of Owners, or the Association agrees to submit the dispute or claims referenced therein to the American Arbitration Association as demanded. In the event that Declarant chooses to exercise its option to submit the dispute or claim to Arbitration, said dispute or claim shall be settled by arbitration before and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be final and may be entered in any court having jurisdiction thereof.

b. Any dispute which shall arise between the Declarant and present or past individual Owners or groups of Owners of the Association or the Association, shall be subject to the following limitations:

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(i) If the dispute relates to defects or conditions of any parcel of property and/or the improvements thereon, Declarant reserves the right at its sole option to buy back the subject property and improvements thereon or any portion thereof in full settlement and release of all claims or causes of action arising from defects or conditions of the property or portion of property for an amount equal to the amount of the purchase price plus the cost of any improvements made subsequent to purchase for which clear proof of the costs can be provided.

(ii) No dispute, claim or controversy shall be formally commenced, filed or initiated prior to 60 days from the date that Declarant has been served a written notice of claim which clearly enunciates the claimant(s) name(s), address(es), and phone number(s), the circumstances or issues being complained of, the relief sought, and the basis for concluding that Declarant is responsible therefor. In the event that Declarant responds by serving upon the claimant(s) a written proposal for curing the circumstances or issues being complained of within the 60 days, then the time period prior to which any dispute, claim or controversy shall be formally commenced, filed or initiated shall be increased an additional 30 days within which the claimant(s) may respond. In the event that Declarant fails to respond within 60 days or the claimant(s) fail(s) to respond within 30 days as described above, the dispute, claim or controversy may be formally commenced.

(iii) No dispute shall be commenced by the Association against the Declarant, the builders of the improvements on the Property, or the Developer without vote and the written agreement of Owners of Units to which at least eighty-five percent (85%) of the votes in the Association are allocated.

None of the foregoing provisions may be subsequently amended without vote and written agreement of Owners of Units to which at least eighty-five percent (85%) of the votes in the Association are allocated and written consent by the Declarant.

This Amendment to the Amended and Restated Declaration of Condominium of the Fields at Draper Condominiums, shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah by HOLMES & ASSOCIATES, L.C.

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IN WITNESS WHEREOF, the undersigned being the Declarant, has caused this instrument to be executed and its seal be affixed hereto on the day and year first above written.

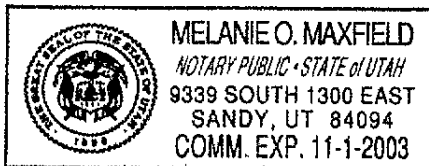
HOLMES & ASSOCIATES, L.C.
a Utah Limited Liability Company

By: Michael H. Holmes

Title: Member

STATE OF UTAH }
 } ss.
COUNTY OF SALT LAKE }

On the 25th day of February, 2000, personally appeared before me Michael H. Holmes, who being by me duly sworn, did say that he is a Member of HOLMES & ASSOCIATES, L.C., and that said instrument was acknowledged on behalf of said HOLMES & ASSOCIATES, L.C., by authority, and said person duly acknowledged to me that he as such Member of said limited liability company executed the same.



Melanie O. Maxfield
NOTARY PUBLIC
Residing at _____

My Commission Expires: _____

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