

When recorded, return to:

Thomas G. Bennett
Ballard Spahr Andrews & Ingersoll, LLP
201 South Main Street, Suite 600
Salt Lake City, Utah 84111

**FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
THE COURTYARDS AT QUARRY VILLAGE**

This First Amendment to the Declaration of Condominium for The Courtyards at Quarry Village ("First Amendment") is executed this 7 day of August 2007 by QVA Inc., a Utah corporation ("Declarant").

RECITALS

- A. Declarant executed that certain Declaration of Condominium for The Courtyards at Quarry Village dated June 23, 2006 and recorded in the Office of the Summit County Recorder on July 28, 2006 as Entry No. 785176 in Book 1806 at Page 1263 (the "Declaration").
- B. The Declaration governs the development and use of the condominium project commonly known as "The Courtyards at Quarry Village" which is situated in Summit County, Utah ("Courtyards").
- C. Pursuant to Section 20.2 of the Declaration, Declarant may unilaterally amend the Declaration prior to the closing of a sale of the first Unit at the Courtyards. As of the date of this First Amendment, Declarant has not closed on the sale of the first Unit at the Courtyards.

AMENDMENT

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Amendment to Section 12.6. Section 12.6 is hereby deleted in its entirety and replaced with the following:

Only two (2) generally recognized house or yard pets shall be maintained in any Unit and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. No animals that are known to be aggressive or dangerous (including without limitation, Rottweilers, Pit Bulls or poisonous reptiles) shall be maintained in any Unit. All pets must be kept on a leash at all times when outside of a Unit. No animal shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained (including, without limitation, electric dog fences), unless otherwise approved by the Management Committee. The Management Committee shall have the right to adopt additional limitations, rules and regulations regarding pets within the Project.

2. Amendment to Section 12.15. The first two sentences in Section 12.15 are hereby deleted in their entirety and replaced with the following:

The Units shall not be rented on a nightly basis or for any term less than four (4) consecutive nights. Subject to this Section 12.15, an Owner may lease a Unit for a term greater than or equal to four (4) nights.

3. Section 12.20 is hereby deleted in its entirety and replaced with the following:

An Owner shall keep the decks and balconies in a good, clean, neat and orderly condition. An Owner shall also keep the decks and balconies free from snow. Provided that such items are kept in good condition and repair and are not deemed by the Management Committee to be unsightly, an Owner may keep the following items on a deck or balcony appurtenant to their Unit: (i) patio furniture; (ii) one (1) barbecue or grill; and (iii) hot tub provided that the size and location of the hot tub complies with any rules and regulations adopted by the Management Committee. Except for patio furniture, hot tub and a grill/barbecue permitted pursuant to this Section 12.20, no other items may be maintained, stored or kept on a deck or balcony, including, without limitation, trash cans, exercise equipment, clothes line, bicycles, toys, and tools.

4. Amendment to Section 15.1.2. The third sentence in Section 15.1.2 is hereby deleted in its entirety and replaced with the following:

Nevertheless, such coverage shall be for at least Two Million Dollars (\$2,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence.

5. Continued Enforceability of Declaration. Except as specifically amended hereby, all of the terms, conditions, restrictions and other provisions of the Declaration shall continue in full force and effect as originally written.

6. Incorporation of Recitals. The Recitals set forth at the beginning of this First Amendment are incorporated herein by this reference.

7. Capitalized Terms. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Declaration.

IN WITNESS WHEREOF, this First Amendment is hereby executed this 7 day of August, 2007.

OYA, Inc.,
a Utah corporation

By: 
R. Scott Webber, President

**CONSENT TO RECORD AND SUBORDINATION
(Barnes Banking Company)**

The undersigned Barnes Banking Company, a Utah corporation ("Barnes Banking") is the holder of that certain Construction Deed of Trust dated February 17, 2005, and recorded February 22, 2005, as Entry No. 727005, in Book 1680, at Page 221 of the Official Records of Summit County, Utah, together with related loan documents (collectively "Deed of Trust") which constitutes a lien of record against the property subject to the foregoing First Amendment. Barnes Banking hereby subordinates the lien and encumbrance of the Deed of Trust to this First Amendment and to the rights of the Owners as set forth in this First Amendment and consents to the recordation of this First Amendment.

BARNES BANKING COMPANY,
a Utah corporation

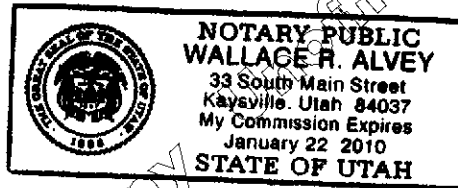
By: Lamont D. Tidgley
Name: Lamont D. Tidgley
Its: Vice President

STATE OF Utah
COUNTY OF Davis : ss.

The foregoing instrument was acknowledged before me this 25th day of July, 2007, by Lamont D. Tidgley, the Vice President of Barnes Banking Company, a corporation.

Wallace R. Alvey
NOTARY PUBLIC
Residing at: Kaysville

My Commission Expires:
1-22-10



STATE OF UT
COUNTY OF Summit :ss.

The foregoing instrument was acknowledged before me this 8th day of Aug 2007, by R. Scott Webber, the President of QVA, Inc., a Utah corporation.

Catherine Dalyai
NOTARY PUBLIC
Residing at: Utah, UT

My Commission Expires:
5-26-08



UNIT 1 THROUGH UNIT 52, CONTAINED WITHIN THE COURTYARDS AT QUARRY VILLAGE CONDOMINIUM, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SUMMIT COUNTY, UTAH, AS ENTRY NO. 785175 (AS SAID MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF CONDOMINIUM, FOR THE COURTYARDS AT QUARRY VILLAGE CONDOMINIUM RECORDED IN SUMMIT COUNTY, UTAH AS ENTRY NO. 785176, IN BOOK 1806, AT PAGE 1263 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED), OF THE OFFICIAL RECORDS.

TOGETHER WITH: (A) THE UNDIVIDED INTEREST IN SAID CONDOMINIUM PROJECT'S COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT; (B) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTENANT TO SAID UNIT; AND (C) THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID CONDOMINIUM PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP (AS SAID DECLARATION AND MAP MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND THE UTAH CONDOMINIUM ACT.

TAX PARCEL NO. CQVC-1 THROUGH CQVC-52, ALL INCLUSIVE