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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JOHN MECHAM
7539 S SIESTA HILLS CT
SANDY UT 84093
BY: ZJM, DEPUTY - WI 16 P.

When recorded, return to:

John Mecham
7539 South Siesta Hills Court
Sandy, Utah 84093

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

Parcel I.D. Nos. 22-28-351-078-0000; 22-28-351-077-0000; 22-28-351-076-0000; 22-28-351-075-0000; 22-28-351-074-0000; 22-28-351-073-0000; 22-28-351-072-0000; 22-28-351-071-0000; 22-28-351-070-0000

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS ("Amendment") is made this 27 day of November, 2002, by a majority of the following owners of lots 1 through 9 of the Little Cottonwood Creek Subdivision in Salt Lake County, Utah, described more fully on Exhibit "A" hereto (the "Property"), as allowed by Part C(1) of the existing Declaration of Protective Covenants: Steven Gibbs; Delcon Pension and Profit Sharing Plan; A. Wesley Hardy; Jeffrey D. Perkins and Marilyn Perkins; Trent Bennett; Edward J. Ruch and Marilyn M. Ruch; Roger K. Warren and Marislane P. Warren; Robert P. Wolf and Tracey L. Wolf; Jaye Mecham, Trustee under the Jaye Mecham Family Living Trust; and Rick D. Higgins and Julie A. Higgins (collectively, the "Owners").

RECITALS

(a) The Property is presently subject to and encumbered by that certain Declaration of Protective Covenants for Little Cottonwood Creek Estates signed on August 31, 1995 by Jeffrey Howcroft, and recorded in the Salt Lake County Recorder's Office on September 22, 1995, as Entry Number 6172205, in Book 7233, beginning at Page 1357 (the "Original Declaration").

(b) The Owners desire to amend the Original Declaration in accordance with the terms and provisions of this Amendment. This Amendment relates back to and shall have the same priority as the date of recordation of the Original Declaration.

ARTICLE I
OWNERS' ASSOCIATION

1.1 Name. The name of the homeowners association is hereby changed from the "Little Cottonwood Creek Estates Association" to "The Siesta Hills Court Home Owners Association." Throughout this Amendment, the term "Association" shall mean and refer to The Siesta Hills Court Home Owners Association.

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1.2 Membership; Lots. The Association shall be comprised of the owners of lots 5, 6, 7, 8 and 9 of the Property (collectively, the "Members"). The owners of lots 1, 2, 3 and 4 of the Property shall not be members of the Association. Throughout this Amendment, lots 5, 6, 7, 8 and 9 of the Property are referred to collectively as "Lots" and individually as a "Lot."

1.3 Termination of Declaration Regarding Certain Lots. The Owners agree that the Original Declaration is hereby terminated with respect to lots 1, 2, 3 and 4 of the Property, and said lots shall neither be subject to nor encumbered by the terms and provisions of either the Original Declaration or this Amendment. Nothing in this Amendment shall be construed to prevent the owners of lots 1, 2, 3 and 4 of the Property from forming a home owners association amongst themselves or agreeing upon their own set of protective covenants to govern the ownership, use, and maintenance of such lots.

1.4 Governance. Each Lot is allowed one vote in the Association, regardless of whether the Lot is owned by a single owner or by multiple owners. At least once each calendar year, the Association shall meet to elect a President and to vote upon any other business in the common interests of the Members and the Lots. The President must be a resident of a Lot and be of majority age, and shall be elected by majority vote. The President will coordinate business as authorized by the Association, such as arranging for the snow plowing of Siesta Hills Court. Except for those matters that require unanimous approval, as expressly stated in this Amendment, the Association may enact and adopt by majority vote its own policies, rules, and regulations for the governance of the Association, and may amend or terminate the same by majority vote.

ARTICLE II **COVENANT FOR ASSESSMENTS**

2.1 Personal Obligation of Assessments. The Members hereby covenant and agree that all owners of the Lots are personally liable for payment of assessments to the Association. The Association shall levy assessments against each of the Lots to pay for common expenses of the Association, with each of the Lots sharing the common expenses equally. The common expenses of the Association shall include expenses incurred for (a) snow plowing services for Siesta Hills Court, and (b) watering of the grass strip on the west side of Siesta Hills Court. In addition to these expenses, the Association shall determine by majority vote which additional common expenses shall be incurred, if any, up to a maximum of \$500.00 per Lot per year, and the due date for payment of such additional assessments. Any common expenses in excess of said amount shall be determined and approved only by unanimous vote. The personal obligation for delinquent assessments shall not pass to the successors in title of the Lot unless expressly assumed by them (unless title is transferred to one or more such successors for purposes of avoiding payment of any assessment or is transferred to a person controlling, controlled by or under common control with the owner transferring title).

2.2 Effect of Nonpayment of Assessments; Remedies of the Association. For any assessments that have not been paid in full within thirty (30) days of the payment due date, the Association has the right to place a lien on the applicable Lot(s) by recording with the county recorder's office a notice of lien setting forth the name of the delinquent owner, the legal description or street address of the Lot against which the notice of lien is recorded and the amount claimed to be past due. The Association is entitled to recover from the delinquent owners the reasonable attorneys' fees incurred by the Association in enforcing and collecting the delinquent assessments. The Association shall not be obligated to release any recorded notice of lien until all delinquent assessments, reasonable attorneys' fees, and any other sums payable to the Association by the owner of the Lot have been paid in full.

2.3 Management Committee. The Siesta Hills Court Management Committee (the "Management Committee"), as described in Article IV of this Amendment, shall have the sole and exclusive authority to make all decisions concerning collection of assessments and enforcement of delinquent assessments. The Management Committee shall make such decisions by majority vote of its members.

ARTICLE III RESIDENTIAL AREA COVENANTS

3.1 Planned Use and Building Type. None of the Lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lots other than detached single family dwellings not to exceed two stories in height and a private garage for not more than four vehicles.

3.2 Building Construction. No building shall be erected, placed or altered on any Lots until the construction plans and specifications and a plan showing the location of the structure upon the Lot have been approved by the Management Committee as to quality of workmanship and materials, harmony of external design with existing structures, as to location in respect with topography and finish grade elevation. Two sets of plans must be submitted for this purpose. One set will remain in possession of the Management Committee; and the other set will be returned to the Lot owner with the approval or disapproval thereof. All homes will be required to have at least 50% brick or stone veneer. The approval or disapproval of any home must be given by letter from the Management Committee. No fence or wall shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Article IV herein.

3.3 Dwelling Quality and Size. No dwelling shall be permitted on any of the Lots wherein the ground floor area of the main structure, exclusive of open porches and garages is less than 2,000 square feet for a single story, split level or split entry structures; or less than 1,500 square feet on the main floor with the aggregate footage of above ground floors of the structure to total a minimum of 2,200 square feet for two story structures.

3.4 Building Location.

(a) No building shall be located on any Lots nearer to the front Lot line or nearer to the side street line than 30 feet.

(b) No building shall be located nearer than 10 feet to an interior Lot line or nearer than 25 feet to the rear Lot line.

(c) All dwellings are to face the public street or private drive or lane.

(d) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon any other Lot, or to violate any building code in effect at the time of construction.

3.5 Easement. For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat of the Property. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through such drainage channels. The easement area of each of the Lots and all improvements thereon shall be landscaped and maintained continuously by the owner of the Lot.

3.6 Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the Management Committee will be permitted, unless in enclosed areas built and designed for such purpose. Automobiles, trailers, boats, or other vehicles are not to be stored on streets or on the front or sides of the Lots unless they are in running condition, properly licensed and are being regularly used.

3.7 Temporary Structures. No structure of a temporary character, trailer, basement, shack, garage, barn or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently.

3.8 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each Lot and its abutting street are to be kept free of trash, weeds and other refuse by the Lot owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

3.9 Animals and Pets. Dogs, cats, or other household pets, horses or other livestock may be kept as permissible within current zoning regulations provided that they are not

kept, bred or maintained for any commercial purpose and are restricted to the owner's premises and under the handler's control. If in the opinion of the Management Committee, any of the aforementioned animals or pets become an annoyance, nuisance or obnoxious to other Lot owners, the Management Committee may require a reduction in the number of animals or pets permitted, or require the elimination of any such animal or pet considered dangerous or unsafe to the neighborhood.

3.10 Landscaping. Trees, lawns, shrubs or other plantings provided by the owner of each respective Lot shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Management Committee. All Lots are to be landscaped and maintained to the edge of the roadway or private lane. Lot owners shall also landscape and maintain the strip on the opposite side of the roadway pertaining to their Lot.

3.11 Subdivision of Lots. No Lot owners shall at any time be permitted to subdivide their Lot into two or more subjects less in square foot area than the area of the Lot at the time of its initial purchase.

ARTICLE IV MANAGEMENT COMMITTEE

4.1 Membership. The Management Committee shall be comprised of at least three (3) persons who have an ownership interest in and reside in a Lot. The initial Management Committee is comprised of the following three (3) members: Marilyn Ruch, Rick Higgins, and Roger Warren. The Management Committee shall take actions and make decisions by majority vote. A majority of the members of the Management Committee may designate a representative to act on behalf of the Management Committee. In the event of death or resignation of any member, the remaining members of the Management Committee shall have full authority to designate a successor. In the event the remaining members cannot agree on a successor, or if a vacancy is otherwise required to be filled, the Association shall designate the successor or otherwise fill the vacancy by majority vote. Neither the members of the Management Committee nor their designated representative(s) shall be entitled to any compensation for services performed.

4.2 Procedure. The Management Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Management Committee or its designated representative fails to approve or disapprove within 10 days after plans and specifications have been submitted to it, or in the event there is no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully satisfied.

ARTICLE V
GENERAL PROVISIONS

5.1 Terms. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until such time as an instrument signed by all of the then owners of the Lots has been recorded in the Salt Lake County Recorder's Office, changing these covenants in whole or in part.

5.2 Enforcement. Enforcement of the foregoing shall be by proceedings at law or in equity against every person, persons, or entity violating or attempting to violate any covenant herein, either to restrain or enjoin the violation or to recover damages. Specifically, a competent court with jurisdiction may restrain or enjoin violations of these covenants, as well as award damages incurred thereby, including a reasonable attorneys fee to the person or the Association enforcing the same.

5.3 Severability. Invalidation of any one of these covenants by court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

5.4 Controlling Document. The terms and provisions of this Amendment supersede the terms and provisions of the Original Declaration.

5.5 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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EXHIBIT "A"

PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, LITTLE COTTONWOOD CREEK SUBDIVISION AMENDED, located in Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, State of Utah.

Parcel I.D. Nos. 22-28-351-078-0000; 22-28-351-077-0000; 22-28-351-076-0000; 22-28-351-075-0000; 22-28-351-074-0000; 22-28-351-073-0000; 22-28-351-072-0000; 22-28-351-071-0000; 22-28-351-070-0000.

OWNER OF LOT 1:

Steven Gibbs

ACKNOWLEDGEMENT

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

The foregoing Amendment to Protective Covenants was acknowledged before me by
Steven Gibbs on this _____ day of _____, 2002.

Notary Public

My Commission Expires:

OWNERS OF LOT 2:

DELCON PENSION & PROFIT
SHARING PLAN:

Steven E. Howcroft (undivided 25%)

A. Wesley Hardy (undivided 75%)

ACKNOWLEDGEMENTS

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

The foregoing Amendment to Protective Covenants was acknowledged before me by Steven E. Howcroft on behalf of the Delcon Pension & Profit Sharing Plan on this _____ day of _____, 2002.

Notary Public

My Commission Expires:

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

The foregoing Amendment to Protective Covenants was acknowledged before me by A. Wesley Hardy on this _____ day of _____, 2002.

Notary Public

My Commission Expires:

OWNERS OF LOT 3:

Jeffrey D. Perkins, joint tenant

Marilyn Perkins, joint tenant

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing Amendment to Protective Covenants was acknowledged before me by Jeffrey D. Perkins and Marilyn Perkins on this _____ day of _____, 2002.

Notary Public

My Commission Expires:

OWNER OF LOT 4:

Trent Bennett

ACKNOWLEDGEMENT

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

The foregoing Amendment to Protective Covenants was acknowledged before me by
Trent Bennett on this _____ day of _____, 2002.

Notary Public

My Commission Expires:

OWNERS OF LOT 5:

Edward J. Ruch
Edward J. Ruch, joint tenant

Marilyn M. Ruch
Marilyn M. Ruch, joint tenant

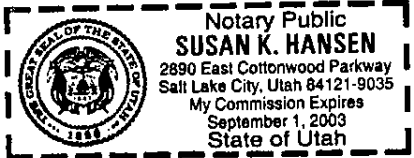
ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing Amendment to Protective Covenants was acknowledged before me by Edward J. Ruch and Marilyn M. Ruch on this 25th day of October, 2002.

Susan K. Hansen
Notary Public

My Commission Expires: 9-1-03

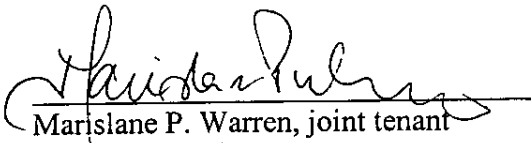


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OWNERS OF LOT 6:



Roger K. Warren, joint tenant

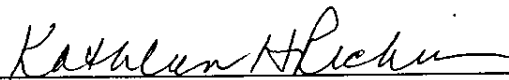


Marislane P. Warren, joint tenant

ACKNOWLEDGEMENT

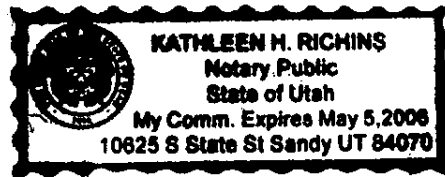
STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing Amendment to Protective Covenants was acknowledged before me by
Roger K. Warren and Marislane P. Warren on this 30 day of Oct, 2002.



Notary Public

My Commission Expires: 5-5-06



OWNERS OF LOT 7:

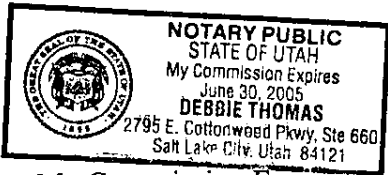
Robert P. Wolf
Robert P. Wolf, joint tenant

Tracey L. Wolf
Tracey L. Wolf, joint tenant

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing Amendment to Protective Covenants was acknowledged before me by Robert P. Wolf and Tracey L. Wolf on this 16th day of October, 2002.



Debbie Thomas
Notary Public

My Commission Expires: June 30, 2002

OWNER OF LOT 8:

Jaye Mecham, Trustee
Jaye Mecham, Trustee under the Jaye Mecham
Family Living Trust, Dated July 2, 1998

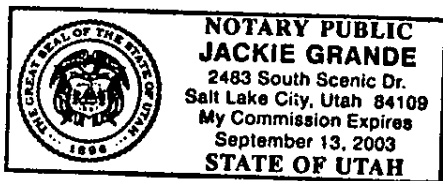
ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)


The foregoing Amendment to Protective Covenants was acknowledged before me by
Jaye Mecham, Trustee, on this 11th day of October, 2002.

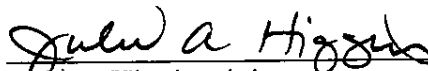
Jackie Grande
Notary Public

My Commission Expires:



OWNERS OF LOT 9:



Rick D. Higgins, joint tenant


Julie A. Higgins, joint tenant

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

The foregoing Amendment to Protective Covenants was acknowledged before me by Rick D. Higgins and Julie A. Higgins on this 24th day of October, 2002.


Notary Public

My Commission Expires: 12/20/04

