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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WESTERN MANAGEMENT  
4252 S HIGHLAND DR#105  
SALT LAKE CITY UTAH 84124  
BY: SAM, DEPUTY - WI 13 P.

WHEN RECORDED RETURN TO:  
James R. Blakesley  
Attorney at Law  
2595 East 3300 South  
Salt Lake City, Utah 84109  
(801) 485-1555

AMENDMENT TO DECLARATION OF PUD  
OF  
THE MAPLES AT JORDAN HILLS PUD

This Amendment to Declaration of Condominium for The Maples at Jordan Hills Condominiums is made and executed by The Maples at Jordan Hills Homeowners Association, Inc., of 4252 South Highland Drive, Suite 105, Salt Lake City, Utah 84124 (the "Association").

RECITALS

A. The Declaration of Condominium for The Maples at Jordan Hills Condominiums was recorded in the office of the County Recorder of Salt Lake County, Utah on 11/03/2003 as Entry 8877409, in Book 8905, at Page 8099-8132 of the official records (the "Declaration").

B. This document affects the real property located in Salt Lake County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. All of the voting requirements to amend the Declaration have been satisfied.

D. The Association is the managing agent of the Owners of the Property.

E. The Association desires to empower leasing limitations.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, the Association hereby executes this Amendment to Declaration of Condominium for The Maples at Jordan Hills Condominiums for and on behalf of and for the benefit of all of the Unit Owners.

1. The following new section is hereby added to the Declaration.

1. Leases. At least eighty percent (80%) of all of the Units at The Maples at Jordan Hills Condominium shall be owner-occupied (subject to the Hardship Exemption set forth below). The Board of Directors may allow up to twenty percent (20%) of all of the Units at The Maples at Jordan Hills Condominium to be leased or occupied by non-owner residents in order to:

1.1 Protect the equity of the individual property owners at The Maples at Jordan Hills Condominium; and

1.2 Carry out the purpose for which The Maples at Jordan Hills Condominium was formed by preserving the character of The Maples at Jordan Hills Condominium as a homogeneous residential community of predominantly owner-occupied Units and by preventing The Maples at Jordan Hills Condominium from assuming the character of an apartment, renter-occupied complex; and

1.3 Comply with the eligibility, requirements for financing in the primary and secondary mortgage market insofar as such criteria provide that The Maples at Jordan Hills Condominium be substantially owner-occupied.

2. Application. Any Owner who intends to lease his Unit shall submit a written application to the Board of Directors requesting permission to do so, which consent shall not be unreasonably withheld so long as at least eighty (80%) percent of the Units in The Maples at Jordan Hills Condominium are owner-occupied.

3. Condition Precedent. No Unit may be leased without the prior express written consent of the Board of Directors.

4. Definition of Owner-Occupied. The term "owner-occupied" shall mean a Unit occupied by one of the following:

4.1 The vested owner (as shown on the records of the Salt Lake County Recorder),

4.2 The vested owner and/or his spouse, children or siblings; or

4.3 The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50.0%) and/or his spouse, children or parents.

5. Hardship Exception. Anything to the contrary notwithstanding, the Board of Directors, in its sole discretion, may but is not required to allow up to an additional ten percent (10%) of the Units to be leased upon written application to avoid undue hardship on an Owner. By way of illustration but not limitation the following circumstances or events would be considered a hardship:

5.1 An Owner must relocate his residence and cannot, within ninety (90) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value;

5.2 The Owner dies and the Unit is being administered by his estate;

5.3 The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, such as being on a sabbatical or serving an ecclesiastical mission or active duty in the military; and

5.4 The Unit is to be leased to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents, and spouses.

6. Application for Hardship Exception. Any Owner who believes that he must lease his Unit to avoid undue hardship shall submit a written application to the Board of Directors setting forth the circumstances necessitating the leasing, a copy of the proposed lease agreement, and such other information as the Board of Directors may reasonably require.

7. Board of Directors' Written Approval Required for Lease. Leasing in the case of undue hardship shall be permitted only upon the Board of Directors' written approval of the Owner's application.

8. Approval of Hardship Application. Those Owners who have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite approval of the Board of Directors may lease their Units for such duration as the Board of Directors reasonably determines is necessary to prevent undue hardship.

9. Contingency: Delivery of a Copy of Signed Lease to Board of Directors. The authorization of a lease or the granting of a hardship exemption is expressly conditional upon the delivery of a copy of the signed lease agreement to the Board of Directors within thirty (30) days after it has been signed by both parties.

10. Leasing Rules and Regulations. The Board of Directors shall have the power to adopt, modify, repeal and enforce reasonable rules and regulations. An Owner is legally responsible for the acts and omissions of the residents of his Unit, and their guests, visitors and invitees while at The Maples at Jordan Hills Condominiums, who shall be bound by and subject to the governing documents. The Board of Directors may levy fines for violations of the governing documents.

11. Voidable Transaction. Any Owner by virtue of his acceptance of a deed or other document of conveyance to a Unit hereby agrees that any transaction which does not comply herewith shall be voidable at the option of the Board of Directors.

12. Grandfather Clause. The Association will by a recorded Supplement to this Amendment to Declaration of Condominium for The Maples at Jordan Hills Condominiums identify the Grandfathered Units, which shall be incorporated herein by this reference. Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to the Grandfathered Units:

12.1 The Grandfathered Units may continue to be leased without restriction for so long as record title to said Units remains vested in the name of the respective Owner(s) thereof (the "Grandfathered Owner(s)").

12.2 The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person" (i.e., natural person, corporation, partnership, limited liability company, trust or other legal entity) (the "Qualified Successor Owner(s)") in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Qualified Successor Owner of at least fifty percent (50%).

12.3 Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner or Qualified Successor Owner, the said Unit shall immediately become subject to the restrictions set forth above.

2. In the event of any conflict, incongruity or inconsistency between the provisions of this Amendment and the provisions of the original Declaration, the former shall in all respects govern and control.

3. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned has executed this instrument the 21 day of June, 2006.

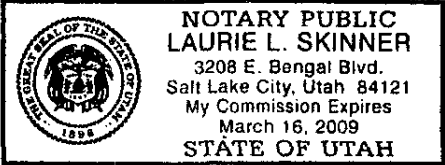
THE MAPLES AT JORDAN HILLS HOMEOWNERS ASSOCIATION, INC.

By: *Benson Whitney*  
Name: Benson Whitney  
Title: Association President

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

On the 21 day of June, 2006, personally appeared before me BENSON WHITNEY, who by me being duly sworn, did say that s/he is the President of the The Maples at Jordan Hills Homeowners Association, Inc., and that the within and foregoing instrument was signed in behalf of said Association by authority of a resolution of its Board of Directors, and said BENSON WHITNEY duly acknowledged to me that said Association executed the same.

*Laurie L. Skinner*  
NOTARY PUBLIC  
Residing At:  
Commission Expires:



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**THE MAPLES AT JORDAN HILLS CONDOMINIUM PROJECT**

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Phase 7

Phase 9

Parcels numbers attached.

Bh maples amendment

RXLP MAPLES AT JORDAN HILLS PH 7

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	PARCEL	BLK, LOT-QUAR NUMBER	OBSOLETE?
		L	701	20-27-452-001-0000		NO
		L	702	20-27-452-002-0000		NO
		L	703	20-27-452-004-0000		NO
		L	704	20-27-452-003-0000		NO
		L	705	20-27-452-005-0000		NO
		L	706	20-27-452-006-0000		NO
		L	707	20-27-452-008-0000		NO
		L	708	20-27-452-007-0000		NO
		L	709	20-27-454-019-0000		NO
		L	710	20-27-454-020-0000		NO
		L	711	20-27-454-018-0000		NO
		L	712	20-27-454-017-0000		NO
		L	713	20-27-454-015-0000		NO
		L	714	20-27-454-016-0000		NO
		L	715	20-27-454-014-0000		NO
		L	716	20-27-454-013-0000		NO
		L	717	20-27-454-011-0000		NO
		L	718	20-27-454-012-0000		NO
		L	719	20-27-454-010-0000		NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MAPLES AT JORDAN HILLS PH 7

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	719	20-27-454-010-0000	NO
		L	720	20-27-454-009-0000	NO
		L	721	20-27-454-007-0000	NO
		L	722	20-27-454-008-0000	NO
		L	723	20-27-454-006-0000	NO
		L	724	20-27-454-005-0000	NO
		L	725	20-27-454-003-0000	NO
		L	726	20-27-454-004-0000	NO
		L	727	20-27-454-002-0000	NO
		L	728	20-27-454-001-0000	NO
		L	729	20-27-453-004-0000	NO
		L	730	20-27-453-002-0000	NO
		L	731	20-27-453-001-0000	NO
		L	732	20-27-453-003-0000	NO
		L	733	20-27-453-005-0000	NO
		L	734	20-27-453-007-0000	NO
		L	735	20-27-453-008-0000	NO
		L	736	20-27-453-006-0000	NO
		L	737	20-27-453-009-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS



RXLP MAPLES AT JORDAN HILLS PH 7

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	737	20-27-453-009-0000	NO
		L	738	20-27-453-011-0000	NO
		L	739	20-27-453-010-0000	NO
		L	740	20-27-453-012-0000	NO
		L	741	20-27-453-014-0000	NO
		L	742	20-27-453-016-0000	NO
		L	743	20-27-453-015-0000	NO
		L	744	20-27-453-013-0000	NO
		L	745	20-27-451-012-0000	NO
		L	746	20-27-451-011-0000	NO
		L	747	20-27-451-009-0000	NO
		L	748	20-27-451-010-0000	NO
		L	749	20-27-451-008-0000	NO
		L	750	20-27-451-007-0000	NO
		L	751	20-27-451-005-0000	NO
		L	752	20-27-451-006-0000	NO
		L	753	20-27-451-004-0000	NO
		L	754	20-27-451-003-0000	NO
		L	755	20-27-451-001-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MAPLES AT JORDAN HILLS PH 7

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	755	20-27-451-001-0000	NO
		L	756	20-27-451-002-0000	NO
		L	AREA	20-27-453-017-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MAPLES AT JORDAN HILLS PH 9

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	901	20-27-451-040-0000	NO
		L	902	20-27-451-034-0000	NO
		L	903	20-27-451-033-0000	NO
		L	904	20-27-451-039-0000	NO
		L	905	20-27-451-038-0000	NO
		L	906	20-27-451-032-0000	NO
		L	907	20-27-451-031-0000	NO
		L	908	20-27-451-037-0000	NO
		L	909	20-27-451-036-0000	NO
		L	910	20-27-451-030-0000	NO
		L	911	20-27-451-029-0000	NO
		L	912	20-27-451-035-0000	NO
		L	913	20-27-459-002-0000	NO
		L	914	20-27-459-001-0000	NO
		L	915	20-27-459-003-0000	NO
		L	916	20-27-459-004-0000	NO
		L	917	20-27-459-005-0000	NO
		L	918	20-27-459-006-0000	NO
		L	919	20-27-459-007-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MAPLES AT JORDAN HILLS PH 9

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	919	20-27-459-007-0000	NO
		L	920	20-27-459-008-0000	NO
		L	921	20-27-459-009-0000	NO
		L	922	20-27-459-010-0000	NO
		L	923	20-27-459-011-0000	NO
		L	924	20-27-459-012-0000	NO
		L	925	20-27-454-021-0000	NO
		L	926	20-27-454-027-0000	NO
		L	927	20-27-454-028-0000	NO
		L	928	20-27-454-022-0000	NO
		L	929	20-27-454-023-0000	NO
		L	930	20-27-454-029-0000	NO
		L	931	20-27-454-030-0000	NO
		L	932	20-27-454-024-0000	NO
		L	933	20-27-454-025-0000	NO
		L	934	20-27-454-031-0000	NO
		L	935	20-27-454-032-0000	NO
		L	936	20-27-454-026-0000	NO
		L	937	20-27-453-030-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS

RXLP MAPLES AT JORDAN HILLS PH 9

B FLG	BLK/BLDG	IND FLG	LOT/QUAR	BLK, LOT-QUAR PARCEL NUMBER	OBSOLETE?
		L	937	20-27-453-030-0000	NO
		L	938	20-27-453-029-0000	NO
		L	939	20-27-453-028-0000	NO
		L	940	20-27-453-027-0000	NO
		L	941	20-27-453-026-0000	NO
		L	942	20-27-453-025-0000	NO
		L	943	20-27-453-019-0000	NO
		L	944	20-27-453-020-0000	NO
		L	945	20-27-453-021-0000	NO
		L	946	20-27-453-022-0000	NO
		L	947	20-27-453-023-0000	NO
		L	948	20-27-453-024-0000	NO
		L	AREA	20-27-453-018-0000	NO

PF1=VTDI PF5=RKKP PF7=RXAB LIST PF12=PREV ENTER=NEXT CURSOR DOWN AND ENTER=RXPN  
 PF4=RETURN TO RXEN PF10=LAST RECORDS