

WHEN RECORDED, RETURN TO:
SEB Legal
2225 Murray Holladay Rd., Suite 111
Salt Lake City, UT 84117

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
WILLOW PARK VILLAS**

**This Amendment to the Declaration is executed on the date set forth below
by the Willow Park Villas Owners Association, Inc. ("Association").**

RECITALS

A. Real property in Utah County, Utah, known as the Willow Park Villas was subjected to covenants, conditions, easements and restrictions pursuant to a Declaration recorded July 18, 2006, in the Utah County Recorder's Office as Entry No. 90907:2006.

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto.

C. This amendment is intended to revise the age restriction, antennas, proxy voting, insurance, and amending provisions of the Declaration.

D. All capitalized terms in this amendment shall have the same meaning as given to them in the Declaration.

E. Declarant is no longer the Owner of any Lot in the Community; therefore, Declaration Article XI, Section 2, no longer requires written approval of the Declarant to amend the Declaration.

F. Declaration Article XI, Section 2, is ambiguous as to the percentage of Members required to approve this amendment; therefore, under Utah Code 57-8a-104, the President and Secretary certify that at least 67% of the voting interests in the Association approved this Declaration.

G. Under Bylaw Article VII, the President and Secretary certify that a majority of a quorum of Members approved the Bylaw amendment.

NOW, THEREFORE, the Association, by and through its Board, hereby amends the Declaration and Bylaws as follows:

Declaration Article III, Section 3.2.2, is amended in its entirety to read as follows:

3.2.2 At least ninety percent (90%) of the occupied Residences within the Community shall at all times, except as otherwise provided herein, be occupied by at least one

(1) person not less than fifty-five (55) years of age. Each Owner hereby agrees and acknowledges that in the event he or she purchased a Qualifying Residence, he or she shall be bound by the Age 55 Criteria and the Owner's rental and sale of such Qualifying Residence shall be restricted by the Age 55 Criteria. For the purposes of this Section 3.2, a Residence is "occupied" when an Owner or Occupant has possession of the Residence and has the right to actually use or control such Residence. In compliance with HOPA, the Association shall (i) publish and adhere to Age 55 Criteria policies and procedures that demonstrate the intent to operate this Community as a community for persons who are 55 years of age or older as such intent is set forth in this Section 3.2; and (ii) shall establish policies for age verification of each Owner or Occupant by reliable surveys and affidavits, which surveys and affidavits shall be of the type that may be admissible in administrative and judicial proceedings for the purposes of such verification, such as a driver's license, birth certificate, passport, immigration card or military identification. The only exception to the Age 55 Criteria as applied to the ninety percent (90%) of Residences occupied by persons age 55 or older is for the non-age qualified surviving spouse of an age qualified decedent Owner who had occupied the Qualified Residence, until such time as the non-age qualified surviving spouse remarries at which time the exception expires.

Declaration Article III, Section 3.3.2, shall be amended in its entirety to read as follows:

3.3.2 Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows of Residences or placed on the outside walls of a Residence, or any part thereof, except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observation, must be white, beige, gray, off-white, light earth tones or light to medium natural wood colors, or as otherwise authorized by the Board. No awning, canopy, shutter, or other ornament shall be affixed to or placed upon an exterior wall or roof or any part thereof of a Residence, or the exterior of any door or window of a Residence, or in, on or over a patio, porch or balcony of a Residence, visible to the exterior, unless authorized by the Board.

Aerials, antennas, and satellite dishes used to receive video programming, which are larger than one meter in diameter are prohibited. One antenna or satellite dish used to receive video programming, which is smaller than one meter in diameter may be installed within the Lot. Owners shall use their best efforts to install the antenna or satellite dish in a location that is not visible from outside the Lot. The Association may create a hierarchy of preferred installation locations to protect elements of the Residence for which the Association is responsible to maintain.

Amateur radio operators may apply to the Board for permission to install a maximum of one antenna which would be visible outside the Lot. An amateur radio operator applying for permission to install an antenna must present the Board with documentation of licensure and plans showing the dimensions, color, and location of the antenna. If the antenna is to be attached to a Residence, the applicant shall provide information about how the antenna would be fastened and the impact on the maintenance of the Residence. Board may approve amateur radio antennas that do not impact the areas maintained by the Association or the aesthetics of the Community. All other types of antennas shall not be installed on any part of the Lot where it is visible from outside the Lot without prior written permission of the Board. Aerials, antennas, and satellite dishes used for any purpose may not be installed on Community Areas without prior written permission from the Board.

Declaration Article V, Subsection 5.10.1, is added to read as follows:

5.10.1 Proxies. An Owner may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and be signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, the expiration date on the proxy appointment form has passed, or the passage of 11 months.

Declaration Article V, Section 5.11, is amended in its entirety to read as follows:

5.11 Transfer of Membership. The voting rights and Assessment obligations of any Member other than the Declarant shall not be assigned, transferred, pledged, conveyed or alienated in any way except as provided by Subsection 5.10.1, Proxies, or upon transfer of ownership of an Owner's Lot, and then only to the transferee of ownership of the Lot. A transfer of ownership of a Lot may be effected by deed, intestate succession, testamentary disposition, foreclosure or such other legal process as is now in effect or as may hereafter be established under or pursuant to applicable law. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership of a Lot shall operate to transfer the Membership appurtenant to said Lot to the new Owner thereof. In the event the Owner of any Lot should fail or refuse to transfer the Membership registered in his or her name to the purchaser of such Lot upon transfer of fee title thereto, the Board shall have the right, but not the obligation, to record the transfer upon the books of the Association. All transfers shall be subject to the transfer fee described in Section 6.14.

Declaration Article VIII, Insurance, is amended in its entirety to read as follows:

8.1 Types of Insurance Maintained by the Association.

8.1.1. Property and liability insurance as required by Utah Code 57-8a-401 through 407, as amended from time to time.

8.1.2 Directors and officers for at least \$1,000,000.00; and

8.1.3 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

8.2 Insurance Company. The Association shall use an insurance company knowledgeable with community association insurance, which is licensed in Utah.

8.3 Premium as Common Expense. The premiums for the Association's insurance policies shall be a common expense.

8.4 Insurance by Owner. Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's policies' deductible.

8.5 **Payment of Deductible.** The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Utah Code Section 57-8a-405(7)-(8), as amended from time to time.

8.6 **Right to Adjust Claims.** The Association has the right and authority to adjust claims.

8.7 **Damage to the Project/Insurance Proceeds.** If the Project is damaged or destroyed, the Association shall follow Utah Code Section 57-8a-407, as amended from time to time, to determine whether to rebuild and how to use insurance proceeds.

Declaration Article XI, Section 2, is amended in its entirety to read as follows:

11.2 **Amendments.** This Declaration may be amended by Recording a certificate of amendment, duly signed and acknowledged by and on behalf of the Association ("Certificate of Amendment"). The Certificate of Amendment shall set forth in full the amendment adopted, and, except as provided elsewhere in this Declaration, shall certify that at a meeting duly called and held pursuant to the provisions of the Articles and Bylaws or by separate written ballot without a meeting, the Members casting at least two-thirds (2/3rds) of the total votes of the Association at the election voted affirmatively for the adoption of the amendment. Within twenty-five (25) years from the date of Recording this Declaration, and so long as the Declarant is the Owner of any Lot in the Community, this Declaration may be amended or terminated only with the written approval of the Declarant. This Declaration shall remain in compliance with the Lehi City Municipal Code and may not be amended in any way that will result in a violation of said Code.

Bylaw Article II, Subsection 2.4, is amended in its entirety to read as follows:

2.4 **Proxies.** An Owner may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and be signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, the expiration date on the proxy appointment form has passed, or the passage of 11 months.

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, has executed this Amendment to the Declaration as of the 21 day of February, 2013.

WILLOW PARK VILLAS OWNERS ASSOCIATION, INC.



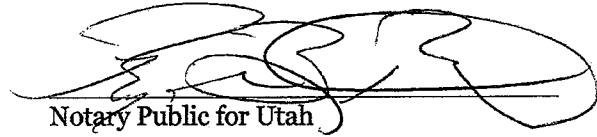
President



Secretary

STATE OF UTAH)
 :SS
County of Utah)

On the 21st day of February, 2012, personally appeared Marapret I Headley
and Grant K Hunsaker who, being first duly sworn, did that say that they are the
President and Secretary of the Association and that said instrument was signed and sealed on
behalf of said Association by authority of its Board; and each of them acknowledged said
instrument to be their voluntary act and deed.


Notary Public for Utah

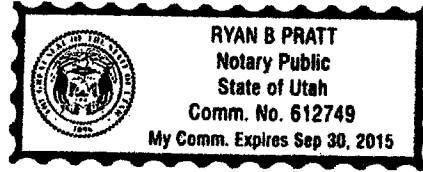


EXHIBIT A

LEGAL DESCRIPTION

All of WILLOW PARK VILLAS, A PLANNED UNIT DEVELOPMENT, PLAT "A" Subdivision, as recorded at the Utah County Recorder's Office, State of Utah.

Parcel Nos: 55:670:001 and all others located within the Willow Park Villas PUD, Plat A.