

ARTICLES OF AMENDMENT
TO THE
AMENDED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF THE
BRIDGESTONE HOMEOWNER'S ASSOCIATION

The undersigned Declarant and members of Bridgestone Homeowner's Association adopt the following Amendments to its Amended Declaration of Covenants, Conditions, and Restrictions of the Bridgestone Homeowner's Association:

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence for all Units on the first day of the month following the "Occupancy Permit" from the Town of Cedar Hills. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Trustees shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Board of Trustees shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

ARTICLE VIII
DUTIES AND OBLIGATION OF OWNERS

Section 1. Maintenance and Repairs.

(d) In the event that the need for maintenance or repair of a Unit is caused through the willful or negligent acts of its Owner or through the willful or negligent acts of the family, guests, invitees or tenants of the Owner, the cost of such maintenance or repairs shall be completed by the Association (as provided here), added to and become a part of the assessment to which such Unit is subject.

Section 8. Use of Unit.

(g) Right to sell Units. Notwithstanding anything contained herein to the contrary until the Declarant has completed and sold all of the Units, neither the Unit Owners who have purchased Units from the Declarant nor the Association or either of them, shall interfere with the completion of the contemplated improvements and sale of the remaining Units. The Declarant may make such use of the unsold Units and the Common Areas as may facilitate such completion and sale, including, but not limited to, the maintenance of a sales office, the showing of the Units and recreational facilities, and the display of signs. Once a Unit has been sold the new Owner or its agent may not place a "For Sale" or any other sign on the premises indicating the Unit is for sale or that it is listed with a real estate agency or broker. The new Owner may advertise through off-site publications, ads, multi-listings, Realtor agencies or any other off-site media so long as it does not distract from the overall marketing plan of the Declarant. At such time as 80% of the Units are sold and closed then Owners may place private "For Sale" signs on the premises.

ARTICLE XI
BOARD OF TRUSTEES: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by the Board of three (3) Trustees until 83 of the Units have been sold and closed, at which time the number of Board of Trustees shall increase to nine (9). Members of the Board need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one Trustee for a term of one year, one Trustee for a term of two years and one Trustee for a term of three years, and at each annual meeting thereafter the members shall elect one Trustee for a term of three years. At the first annual meeting after 83 Units have been sold and closed there shall be elected two Trustees for a term of one year, two Trustees for a term of two years and three Trustees for a term of three years, and at each annual meeting thereafter the members shall elect three Trustees for a term of three years.

ARTICLE XII
NOMINATION AND ELECTION OF TRUSTEES

Section 2. Election. Election to the Board of Trustees shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE XVIII
GENERAL PROVISIONS

Section 3. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first three (3) year period by the Declarant, during the next seventeen (17) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

DATED this 31 day of August, 2000.

[Signature]
Owner

[Signature]
Declarant

[Signature]
Owner

Owner

[Signature]
Owner

Owner

[Signature]
Owner

Owner

Owner

Owner

STATE OF UTAH)
)
:SS
COUNTY OF UTAH)

On the 31st Day of August, 2000 , personally appeared before me
Preston M. Merrill individually and Preston M. Merrill as attorney in fact for Blen Stoker
signer(s) of the within instrument, who duly acknowledge(d) to me that ___he___ executed the
same.

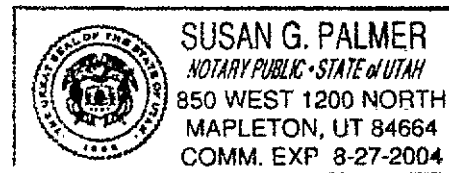
Susan Palmer
NOTARY PUBLIC
My Commission Expires: 8/27/04
Residing at: Mapleton, Utah



STATE OF UTAH)
)
:SS
COUNTY OF UTAH)

On the 31st Day of August, 2000 , personally appeared before me
Stanley J. Gordon
signer(s) of the within instrument, who duly acknowledge(d) to me that ___he___ executed the
same.

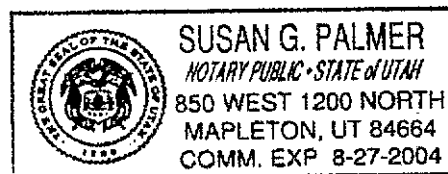
Susan Palmer
NOTARY PUBLIC
My Commission Expires: 8/27/04
Residing at: mapleton, Utah



STATE OF UTAH)
)
:SS
COUNTY OF UTAH)

On the 31st Day of August, 2000 , personally appeared before me
Elna L. Williams
signer(s) of the within instrument, who duly acknowledge(d) to me that ___he___ executed the
same.

Susan Palmer
NOTARY PUBLIC
My Commission Expires: 8/27/04
Residing at: Mapleton, Utah



STATE OF UTAH

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COUNTY OF UTAH

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On the 31st Day of August, 2000

, personally appeared before me

John R Holman

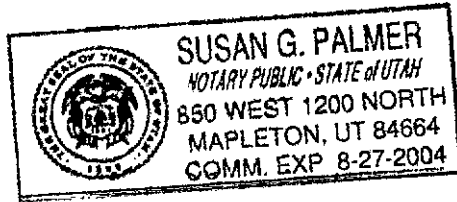
signer(s) of the within instrument, who duly acknowledge(d) to me that he executed the same.

Susan G. Palmer

NOTARY PUBLIC

My Commission Expires: 8/27/04

Residing at: *Mapleton, Utah*



PROPERTY DESCRIPTION
BRIDGESTONE PUD, TOWN OF CEDAR HILLS, UTAH COUNTY

Commencing at a point located North 89° 30' 34" East along the section line 1329.03 feet and North 11.32 feet from the Southwest corner of section 7, Township 5 South, range 2 East, Salt Lake Base and Meridian; thence South 90° 00' 00" East 452.80 feet; thence North 00° 04' 33" East 226.39 feet; thence South 90° 00' 00" East 200.70 feet; thence North 120.71 feet; thence South 73° 18' 46" East 619.03 feet; thence South 00° 00' 49" East 169.99 feet; thence North 89° 30' 40" East 74.92 feet; thence South 00° 19' 19" East 508.01 feet; thence North 75° 06' 30" West 649.94 feet; thence North 75° 09' 14" West 236.19 feet; thence North 00° 41' 51" West 42.73 feet; thence North 65° 42' 56" West 513.05 feet; thence North 00° 03' 02" East 26.73 feet to the point of beginning.

Less and Excepting:

Commencing North 89° 30' 34" East along the section line 1329.03 feet and North 11.32 feet from the Southwest corner of section 6, Township 5 South, range 2 East, Salt Lake Base and Meridian; thence East 452.80 feet; thence south 3° 34' 14" East 238.19 feet; thence North 65° 42' 56" West 513.05 feet; thence North 0° 03' 02" East 26.73 feet to the Beginning.