

**AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR
 LEGACY RANCH NORTH
 (An Expandable Utah Subdivision)**

This amendment is made and executed on the date set forth below and shall be effective upon recording.

RECITALS

A. Certain real property in Salt Lake County, known as Legacy Ranch North was subjected to certain covenants, conditions, and restrictions as contained in the Declaration of Covenants, Conditions, and Restrictions for Legacy Ranch North, recorded in the Recorder's Office for Salt Lake County, Utah on December 3, 2003 as Entry No. 8915111, in Book 8918, at Pages 7010-7056 ("Declaration");

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 prevent higher mortgage and insurance rates, lower property values, higher crime, a higher rate of governing document violations, and the inability to obtain a mortgage, all of which are associated with communities with a high level of investor owned Lots;

D. The Association deems a rental restriction in the best interest of the owners, their health, safety, and welfare and also deems a rental restriction necessary to preserve the pool of prospective buyers by ensuring the qualification of the Project for financing, preserving the aesthetic appeal of the community, and ensuring competitive appreciation of Lots.

E. The Association is unaware of any Eligible Mortgagees. Consequently, their approval under Article III, Section 34(a) is not required.

F. Pursuant to Article III, Section 34, owners representing more than sixty-seven percent (67%) of the voting interests have approved this Amendment;

NOW, THEREFORE, the Association by and through its Management Committee, hereby amends the Declaration as follows:

Article III, Section 7 of the Declaration is hereby amended to read as follows:

Section 7. Leases. Notwithstanding anything to the contrary contained in the Declaration, the leasing or renting of any Lot within the Project shall be governed by this Section.

7.1. Owner Occupancy Requirement. Prior to renting or leasing any Lot, an Owner who purchases a Lot after the date of the recording of this amendment, shall occupy their Lot for at least eighteen (18) consecutive months before it can qualify as a permissible rental Lot. For purposes of this Section only, "occupy" shall mean that a Lot shall be owned by the same Owner(s) for a period of at least eighteen (18) consecutive months, whether physically occupied by said Owner(s) or not, prior to being made available for rental or lease. "Lease" or "rent" shall mean allowing another the

right to occupy the Lot in exchange for something of value.

7.2 Restrictions on Rentals and Leases. A Lot eligible to be rented under section 7.1 is subject to the following restrictions:

(a) No Lot may be rented if the rental or lease results in more than three percent (3%) of the Lots ("Rental-Lease Limit") being rented or leased at the same time (including Grandfathered Lots).

(b) No Lot may be rented or leased for a period of less than six (6) consecutive months, and an Owner may not rent or lease less than the entire Lot.

(c) A Lot may not be rented or leased without the consent of the Management Committee.

7.3 Owner Occupancy and Rental-Lease Limit Exceptions.

(a) Immediate Family Exception. Occupancy by the immediate family members of an Owner is not to be counted as a rental or lease. As used in this Section 7, "immediate family members" means an Owner's spouse, child, parent, or sibling.

(b) Grandfather Exception. As of the date of recording this amendment, any Owner currently renting or leasing a Lot ("Grandfathered Owner") may continue to rent or lease their Lot until such time as the Grandfathered Owner no longer has an interest in the Lot, or when the Grandfathered Owner occupies the Lot. The successor in interest to the Lot has no rights under this Section and is subject to the restrictions of Sections 7.1 and 7.2 above. However, notwithstanding this grandfather provision, a Grandfathered Owner shall be subject to the Security Deposit beginning at the commencement of the next lease term after the date of the recording of this amendment.

(c) Military Deployment Exception. An Owner of a Lot who is deployed with the military. Military personnel, not deployed, are otherwise subject to the requirements and restrictions of this Section 12.5.

(d) Employment Relocation Exception. An Owner of a Lot whose employer has relocated the Owner for no less than two (2) years.

(e) Trust or Entity for Estate Planning Exception. If the trust or estate planning entity was created for (a) the estate of a current resident of the Lot; or (b) the parent, child, or sibling of a current resident of the Lot, the entity or trust will be allowed to continue renting until an officer, owner, member, trustee, beneficiary, director, or other person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Lot, occupies the Lot.

(f) Hardship Exception. If an Owners application to lease their Lot is denied by the Management Committee, to avoid undue hardships or practical difficulties such as the Owner's death, job relocation, charitable service, extended vacation, disability, or difficulty in selling the Lot due to market conditions in the area or other similar circumstances, the Management Committee has discretion to approve an Owner's hardship application to temporarily rent or lease the Owner's Lot. However, the Management Committee may not approve a hardship application to rent or lease a Lot under this Section for a time period of more than two (2) years.

7.4 Multiple Lot Ownership. An Owner is not eligible to rent or lease more than one (1) Lot until the pending applications of: (1) All Owners who are not currently renting or leasing a Lot have been approved; and (2) All Owners who are currently renting or leasing fewer Lots than the applicant have been approved.

7.5 Security Deposit. An Owner of a Lot that is being leased must pay a \$500.00 security deposit to the Association. The deposit is refundable, in whole or in part, after deducting any: past due assessments, fines, and/or charges. The deposit must be delivered to the Association before the tenant can occupy the Lot being leased. The Association shall refund the deposit and/or make an accounting for the deposit within thirty (30) days of receiving written notice from the Owner that the lease has terminated. A security deposit shall be required for each new rental term.

7.6 Application and Approval. Prior to renting or leasing any Lot, an Owner shall apply to the Management Committee for approval. The Management Committee shall review the application and make a determination of whether the rental or lease will exceed the Rental-Lease Limit, violate the Occupancy Requirement, or violate any of the restrictions described in 7.2(a) or (b). The Management Committee shall:

(1) Approve the application if it determines that the rental or lease will not exceed the Rental-Lease Limit, violate the Occupancy Requirements, or violate the 7.2(a) or (b) restrictions.

(2) Deny the application if it determines that the rental or lease of the Lot will exceed the Rental-Lease Limit, the Owner has not complied with the Occupancy Requirements, or that the 7.2(a) or (b) restrictions will be violated.

7.7 Rules and Regulations regarding the Application and Approval to Rent or Lease a Lot. The Management Committee shall adopt by resolution Rules and regulations that establish the application and approval process, a waiting list, the contents or exact form of lease agreements, and any other Rules deemed necessary by the Management Committee to implement this Section 7.

7.8 Remedies.

(a) If an Owner rents or leases a Lot in violation of this Section 7, or violates other Rules and regulations imposed by the Management Committee, including leasing a Lot after the Management Committee denies such application, the Management Committee may:

- i. Assess fines against the Owner and Owner's Lot in an amount to be determined by the Management Committee pursuant to a schedule of fines adopted by the Management Committee in accordance with Utah Code Ann. §57-8-37.
- ii. Regardless of whether any fines have been imposed, proceed with any other available legal remedy, including, without limitation, an action to require the Owner to terminate the rental or lease agreement and remove the tenant.

(b) Pursuant to Rules adopted under this Section, if the Management Committee determines that a tenant has violated a provision of the Declaration, Bylaws, any amendments thereto, or Rules and regulations, after notice and an opportunity for a hearing as provided in Utah

Code Ann. §57-8-37, the Management Committee may require an Owner to terminate a lease or rental agreement.

7.9 Costs and Attorney Fees.

(a) Fines, charges, and expenses incurred in enforcing the Declaration, the Bylaws and any Rules and regulations with respect to the tenant, and for any costs incurred by the Association in connection with any action involving Section 7, including reasonable attorney fees, are assessments against the Owner and Lot which may be collected and foreclosed by the Association as provided in the Declaration and pursuant to Utah Code Ann. §57-8-20.

(b) In addition to Subsection (a) of this Section 7.9 above, the Association is entitled to recover from an Owner determined in violation of this Section 7 its costs and attorney fees incurred for enforcement, regardless of whether any lawsuit or other action is commenced. The Association may assess the costs and attorney fees against the Owner and the Lot as an assessment as provided in the Declaration and pursuant to Utah Code Ann. §57-8-20.

7.10 Utah Landlord-Tenant Code Not Applicable. Nothing in this Section 7 may be construed to impose on the Association the duties, responsibilities, or liabilities of a landlord under Utah Code.

EXECUTED this 16 day of November, 2011.

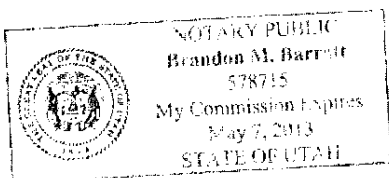
Legacy Ranch North Homeowners Association, Inc.

By: [Signature]

Title: President

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

On the 16th day of November, 2011, personally appeared before me Ray Lagarde, who by me being duly sworn, did say that he/she is the President of the Legacy Ranch North Homeowners Association, Inc.. and that the foregoing amendment was approved by at least 67% of the total votes of the Association.



[Signature]
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

<u>27303020010000</u>	LOT 316, LEGACY RANCH PLAT D. 9115-0895 9756-4334
<u>27303020020000</u>	LOT 315, LEGACY RANCH PLAT D. 9157-6489 9513-4619
<u>27303020030000</u>	LOT 314, LEGACY RANCH PLAT D.
<u>27303020040000</u>	LOT 313, LEGACY RANCH PLAT D.
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<u>27303350010000</u>	LOT 224, LEGACY RANCH PLAT C. 9269-6725 9504-5488 9651-8227
<u>27303350020000</u>	LOT 223, LEGACY RANCH PLAT C. 9343-3207 9343-3207
<u>27303350030000</u>	LOT 222, LEGACY RANCH PLAT C.
<u>27303350040000</u>	LOT 221, LEGACY RANCH PLAT C. 9080-0001 9332-3546 9633-5309

<u>27303350050000</u>	LOT 217, LEGACY RANCH PLAT C. 9269-6725
<u>27303350060000</u>	LOT 218, LEGACY RANCH PLAT C. 9404-1772
<u>27303350070000</u>	LOT 219, LEGACY RANCH PLAT C. , 9338-3171 9355-3949
<u>27303350080000</u>	LOT 220, LEGACY RANCH PLAT C. 9080-0001
<u>27303540010000</u>	LOT B, LEGACY RANCH PLAT B. 9021-5971
<u>27303540020000</u>	LOT 144, LEGACY RANCH PLAT B. 9021-5971 9060-7175