

WHEN RECORDED RETURN TO:

Mike Stewart  
Fieldstone Homes, Inc.,  
5505 South 900 East, #315  
Murray, UT 84117

E 1458519 B 2392 P 1253  
JAMES ASHNER, DAVIS CNTY RECORDER  
1998 NOV 12 12:31 PM FEE 76.00 DEP REC  
REC'D FOR BONNEVILLE TITLE COMPANY, INC

08-231-0201+00262

FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
OAKRIDGE PARK ESTATES PLANNED UNIT DEVELOPMENT  
PLAT 2

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR OAKRIDGE PARK ESTATES PLANNED  
UNIT DEVELOPMENT PLAT 2 is made as of this 9th Day of November, 1998, by  
Fieldstone Partners, L.L.C., a Utah limited liability company. Fieldstone Partners L.L.C. is  
referred to below as "Declarant."

RECITALS:

A. Declarant is the developer of Oakridge Park Estates Planned Unit  
Development, Plat 2 (the "Subdivision") consisting of certain real property located in Salt  
Lake County, Utah, which is more particularly described in Section "B" below (the  
"Property").

B. Declarant has made the Lots within the Subdivision subject to a general  
plan of development, and subject to certain protective covenants, conditions and restrictions  
all as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for  
Oakridge Park Estates Planned Unit Development, Plat 2, which were recorded on April 24,  
1998, as entry number 1399646, in book 2280, page 58 of the official Records of the Davis  
County Recorder (the "Declaration"), and which are deemed to be covenants running with  
the land mutually burdening and benefiting each of the Lots within the Subdivision.

C. Declarant desires to amend the Declaration to establish a similar  
amendment process for the Declaration as that for the Articles of Incorporation of the Legacy  
Homeowners Association, Inc. and the Amended and Restated By Laws of the Legacy  
Homeowners Association, Inc.

D. The following amendment has been approved by the Declarant of the  
Lots as required by Section 6.5 of the Declaration, and as evidenced by the signature of  
Declarant. There are no Class B votes as of this date.

DECLARATION IS HEREBY AMENDED AS FOLLOWS:

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1. Section 6.5 of the Declaration is entirely replaced by the following:

6.5 Amendment. At any time while this Declaration is in effect, the provisions of this Declaration may be amended upon approval of 75% of the total votes entitled to be cast and with the consent of the Declarant. Any amendment must be in writing. No such amendment will be binding upon the holder of any mortgage or trust deed holder unless those instrument holders join in the amendment. No amendment which limits the rights of the Declarant or its successors in interest to expand the subdivision or otherwise affects the Additional Land shall be effective without the written consent of the Declarant or other owner of the Additional Land.

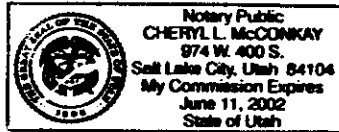
THE DECLARANT has caused this Amendment to be executed as of the date and year first written above.

FIELDSTONE PARTNERS, L.L.C. a  
Utah Limited Liability Company  
By: Fieldstone Homes, Inc., a  
Utah Corporation  
Its Managing Member

By: [Signature]

By: \_\_\_\_\_

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



The foregoing instrument was duly acknowledged before me on this 9th day of November, 1998 by Mike Stewart, who acknowledged to me that he executed the same and verified that the contents thereof are true and correct.

[Signature]  
Notary Public