

WHEN RECORDED RETURN TO:
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03/21/2008 04:31 PM \$21.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE
BY: ZJM, DEPUTY - WI 5 P.

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND
RESERVATION OF EASEMENTS
FOR
MARYLAND CIRCLE
A Planned Unit Development**

This Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Maryland Circle, a Utah planned unit development (the "Declaration") is executed by Landform, LLC, of 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121 (the "Declarant").

RECITALS

A. The Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Maryland Circle, a Utah planned unit development was recorded in the office of the County Recorder of Salt Lake County, Utah on November 16, 2006 as Entry No. 9910945 in Book 9381 at Pages 3791-3831, inclusive, 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 Declarant has the right to amend the Declaration pursuant to Article III, Sections 27 (c), (d) and (e) of the Declaration.

E. Boundary line adjustments were made between Lots 3 and 4 which requires a change in the percentages of ownership.

16-34-351-092

AMENDMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Owners thereof, the Declarant hereby executes this Amendment to Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Maryland Circle, a Utah planned unit development for and on behalf of and for the benefit of all of the Owners.

1. Article II, Section 17(b) of the Declaration is hereby deleted in its entirety and the following subsection is substituted in lieu thereof:

(b) Apportionment. The common profits, losses and voting rights of the Project shall be distributed among and the common expenses shall be charged to the Lot Owners according to their percentages of ownership interest as set forth in Revised Exhibit "B" attached hereto and incorporated herein by this reference.

2. Exhibit "B" is hereby deleted in its entirety and Revised Exhibit "B" attached hereto and incorporated herein by this reference is substituted in lieu thereof.

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

4. It is expressly agreed that this amendment is supplemental to the Declaration, which is by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, continue to apply and are made a part hereof as though they were expressly rewritten, incorporated and included herein.

5. 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 hereunto set its hand this ___ day of March, 2008.

DECLARANT:
LANDFORM, LLC.

By: _____


Name: Frank Ivory

Title: Managing Member

ACKNOWLEDGMENT

STATE OF UTAH)
 SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21 day of March, 2008 by Frank Ivory, the Managing Member of LANDFORM, LLC., a Utah limited liability company, and said Frank Ivory duly acknowledged to me that said LANDFORM, LLC. executed the same.



NOTARY PUBLIC
Residing at:
My Commission Expires:



**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A"
Maryland Circle P.U.D.**

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

Beginning at the Northwest corner of Lot 1, Olympian Orchards, a subdivision of part of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian, (said point of beginning is also the Northeast corner of Lot 7, Ken Marr Subdivision); running thence North 84°22'00" West 227.74 feet, more or less along the North line of said subdivision to the Southeast corner of Lot 30, Rainbow Pointe Subdivision; thence continuing along the boundary of said Rainbow Pointe Subdivision the following (6) courses; North 0°20'00" East 183.99 feet, more or less to the Southwest corner of Lot 27; thence South 89°49'20" East 254.38 feet; thence North 89°40'00" East 132.50 feet; thence North 89°38'20" East 57.30 feet; thence South 12°34'00" East 25.56 feet; thence North 89°58'00" East 64.65 feet; thence leaving said subdivision boundary South 88.98 feet to the North line of Cumberland Road, as dedicated by said Olympian Orchards; thence Southwesterly 182.50 feet along the arc of a 173.69 foot radius curve to the left, chord bears South 56°41'21" West 174.22 feet to the Northeast corner of Lot 1, said Olympian Orchards; thence along the Northerly line of said Olympian Orchards the following (2) courses; West 111.36 feet; thence North 84°50'00" West 32.00 feet to the point of beginning.

REVISED EXHIBIT "B"
PERCENTAGES OF OWNERSHIP INTEREST IN THE ASSOCIATION

Lot No.	Percentage of Ownership Interest
Lot 1	.2445473
Lot 2	.2813713
Lot 3	.3629054
Lot 4	.1111760
TOTAL:	100.0%