

When recorded return to
Hamlet Homes
308 E 4500 S #200
Murray, UT 84107
Attn: John Aldous

10831335
11/4/2009 12:17:00 PM \$89.00
Book - 9776 Pg - 9691-9697
Gary W. Ott
Recorder, Salt Lake County, UT
US TITLE PARK CITY
BY: eCASH, DEPUTY - EF 7 P.

FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR BIRKHILL
(a Utah Expandable Condominium Project)

THIS FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM for BIRKHILL ("Fourth Amendment") is made this 4 day of NOV., 2009, by Fireclay at Birkhill, LLC, a Utah limited liability company (the "Declarant").

RECITALS:

WHEREAS, Fireclay at Birkhill, made, executed and caused to be recorded, as Declarant, that certain:

(a) Declaration of Condominium for Birkhill (a Utah Expandable Condominium Project) (the "Declaration") recorded among the Salt Lake County Recorder's Office, Entry 10523182, Book 9643, Pages 7965 - 8058 on September 18, 2008 (the "Declaration"), pursuant to which the Declarant formed an association known as "Birkhill Condominium Association, Inc." ("Association"),

(b) First Amendment to the Declaration of Condominium for Birkhill (a Utah Expandable Condominium Project) (the "First Amendment") recorded among the Salt Lake County Recorder's Office, Entry 10603095, Book 9676, Pages 4603-4615 on January 22, 2009,

(c) Second Amendment to Declaration of Condominium for Birkhill (a Utah Expandable Condominium Project) (the "Second Amendment") recorded among the Salt Lake County Recorder's Office, Entry 10730956, Book 9736, Pages 1499-1504 on June 16, 2009, and

(d) Third Amendment to Declaration of Condominium for Birkhill (a Utah Expandable Condominium Project) (the "Third Amendment") recorded among the Salt Lake County Recorder's Office, Entry 10803650, Book 9765, Pages 3891-3898 on September 24, 2009.

WHEREAS, pursuant to Article 17.19 of the Declaration, Declarant reserved a power of attorney for a period of seven (7) years from the date the first Unit is conveyed to an individual purchaser, or until it conveys title to the last Unit, whichever occurs first, the right to execute on behalf of all contract purchasers, Unit Owner, Eligible Mortgagees, Mortgagees, and other lienholders or parties claiming a legal or equitable interest in the Project any amendments to the Declaration which may be required by the Federal Housing Administration;

WHEREAS, the Transition Events have not yet occurred; and

WHEREAS, the Federal Housing Administration is requiring the recordation of this Fourth Amendment to state that the previously recorded condominium phases as shown on the Plat of Birkhill Phase 1 - Amended Lot B (as such Plat is amended from time to time), constitute all of the Units and other areas comprising the Condominium located within Building B of the

Project (including Common Areas and Facilities) and comprise one (1) Condominium Phase ("Condominium Phase") under the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Declaration be amended as follows:

1. The Recitals shall form a substantive part of this Fourth Amendment.
2. Any references to "Phase 1", "Phase 2", "Phase 3", "Phase 1-B1", "Phase B1", "Phase 1-B2", "Phase B-2", "Phase B2", "Phase 1-B3", "Phase B3", "Phase B-3" (or any other designation referring to the previously recorded phases containing the Units and other areas comprising the Condominium located in Building B), in the Declaration, First Amendment, Second Amendment, Third Amendment or on the Condominium Plats shall be deemed to constitute one (1) legal Condominium Phase of the Project.
3. From and after the date that this Fourth Amendment is recorded, such Condominium Phase shall be referred to as "Phase 1" of the Project and shall be treated as if there had been only one (1) Condominium Phase since the inception of the Project.
4. Phase 1 of the Project consists of the forty-nine (49) Units listed in Exhibit "B" of the Third Amendment.
5. The percentage ownership of Common Areas and Facilities shall remain as stated in the Exhibit "B" of the Third Amendment.
6. In all other respects, the Declaration, First Amendment, Second Amendment and Third Amendment remain unchanged.

WITNESS the hand of Fireclay at Birkhill, LLC, on the day herein above first written:

WITNESS/ATTEST:

FIRECLAY AT BIRKHILL, LLC
By: Hamlet Homes Corporation, Member

[Handwritten Signature]

By: *[Handwritten Signature]* (SEAL)
John Aldous, President

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 4 day of Nov., 2009, before me, the subscriber, a Notary Public of the state of Utah, personally appeared John Aldous, known to me or suitably proven, who acknowledged himself to be President of Hamlet Homes Corporation, Member of Fireclay at Birkhill, LLC, the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.

[Handwritten Signature]
Notary Public

My Commission Expires: 6/3/2013



CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

U.S. TITLE COMPANY OF UTAH, Trustee, and WELLS FARGO BANK, N.A., Beneficiary, under those certain Deeds of Trust dated May 23, 2007 and recorded in the office of the Recorder of Salt Lake County, Utah in Book 9475, pages 8410 et seq.; the Deed of Trust dated January 29, 2008, and recorded in the office of the Recorder of Salt Lake County, Utah, in Book 9565, pages 7677 et seq. and that certain Security Agreement recorded in the office of the Recorder of Salt Lake County, Utah, in Book 9565, pages 7572 et seq., as the same may be supplemented from time to time (collectively, the "Deed of Trust"), hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustee and Beneficiary has executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 2 day of Nov., 2009.

WITNESS/ATTEST:

Laura Roberts

TRUSTEE:
U.S. TITLE COMPANY OF UTAH

Larry S. Burton (SEAL)
Larry S. Burton

STATE OF UTAH, COUNTY OF SALT LAKE: TO WIT:

I HEREBY CERTIFY, that on this 2 day of Nov., 2009, before me, the subscriber, a Notary Public of the State of Utah, personally appeared, Larry S. Burton, known to me or suitably proven, who acknowledged himself to be the President of U.S. TITLE OF UTAH, Trustee, and that he, being authorized to do so, executed this Consent and Agreement of Trustee and Beneficiary for the purposes contained therein by signing on behalf of the Corporation, in my presence..

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Linda Sparks-Phillips
Notary Public

My Commission Expires: 06/03/2013

CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

U.S. TITLE COMPANY OF UTAH, Trustee, and WELLS FARGO BANK, N.A., Beneficiary, under those certain Deeds of Trust dated May 23, 2007 and recorded in the office of the Recorder of Salt Lake County, Utah in Book 9475, pages 8410 et seq.; the Deed of Trust dated January 29, 2008, and recorded in the office of the Recorder of Salt Lake County, Utah, in Book 9565, pages 7677 et seq. and that certain Security Agreement recorded in the office of the Recorder of Salt Lake County, Utah, in Book 9565, pages 7572 et seq., as the same may be supplemented from time to time (collectively, the "Deed of Trust"), hereby join in the foregoing Declaration for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in the Declaration to the operation and effect thereto.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, each of the said Trustee and Beneficiary has executed and sealed this Consent and Agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf by its duly authorized representatives, this 3 day of Nov., 2009.

WITNESS/ATTEST:

BENEFICIARY:
WELLS FARGO BANK, N.A.

Maria Kontak (SEAL)

STATE OF UTAH, COUNTY OF SALT LAKE: TO WIT:

I HEREBY CERTIFY, that on this 3rd day of November, 2009, before me, the subscriber, a Notary Public of the State of Utah, personally appeared, _____, known to me or suitably proven, who acknowledged himself to be the _____ of WELLS FARGO BANK, N.A., Beneficiary, and that he, being authorized to do so, executed this Consent and Agreement of Trustee and Beneficiary for the purposes contained therein by signing on behalf of the Corporation, in my presence..

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission Expires: _____

CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

STATE OF COLORADO
COUNTY OF Denver ss.

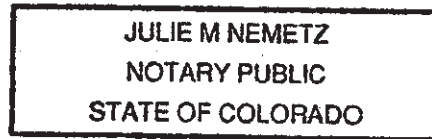
The foregoing instrument was acknowledged before me this 3rd day of SEP, 2009, by Marta Kontak, in her capacity as SVP

WITNESS my hand and official seal

My commission expires 9.14.13.

Julie M Nemetz

Notary Public



My Commission Expires 09/14/2013

EXHIBIT "B"

Percentage Ownership of Common Areas and Facilities and Map of the project

Birkhill Phase 1 Amended Lot B Condominiums		
Unit#	Square Footage	% Ownership
#101	1586	2.50%
#102	2611	4.10%
#103	1835	2.89%
#104	1561	2.46%
#105	1164	1.83%
#106	1327	2.08%
#107	1581	2.49%
#108	2125	3.34%
#201	1061	1.91%
#202	1127	1.91%
#203	978	1.91%
#204	978	1.91%
#205	978	1.91%
#206	978	1.91%
#207	978	1.91%
#208	1005	1.91%
#209	760	1.91%
#210	978	1.91%
#211	978	1.91%
#212	978	1.91%
#213	978	1.91%
#301	1061	1.91%
#302	1127	1.91%
#303	978	1.91%
#304	978	1.91%
#305	978	1.91%
#306	978	1.91%
#307	978	1.91%
#308	1005	1.91%
#309	760	1.91%
#310	978	1.91%
#311	978	1.91%
#312	978	1.91%
#313	978	1.91%
#314	978	1.91%
#401	1061	1.91%
#402	1127	1.91%
#403	978	1.91%
#404	978	1.91%
#405	978	1.91%
#406	978	1.91%
#407	978	1.91%
#408	1005	1.91%
#409	760	1.91%
#410	978	1.91%
#411	978	1.91%
#412	978	1.91%
#413	978	1.91%
#414	978	1.91%

EXHIBIT "A-1"

Legal Description of the Land Being Added to the Property

All of Phase B-3 including units 103, 104, 105, 207, 208, 209, 210, 306, 307, 308, 309, 310, 311, 406, 407, 408, 409, 410 and 411 of BIRKHILL PHASE 1 - AMENDED LOT B, recorded in the Office of the Salt Lake County Recorder in Book 9643 at Page 7792.

Tax ID NO.

21-01-230-001	21-01-230-021	21-01-230-015
21-01-230-019	21-01-230-022	21-01-230-016
21-01-230-031	21-01-230-010	21-01-230-017
21-01-230-032	21-01-230-011	21-01-230-027
21-01-230-033	21-01-230-012	21-01-230-028
21-01-230-002	21-01-230-013	21-01-230-044
21-01-230-003	21-01-230-023	21-01-230-045
21-01-230-004	21-01-230-024	21-01-230-046
21-01-230-005	21-01-230-038	21-01-230-047
21-01-230-006	21-01-230-039	21-01-230-048
21-01-230-007	21-01-230-040	21-01-230-049
21-01-230-008	21-01-230-041	21-01-230-029
21-01-230-009	21-01-230-042	21-01-230-030
21-01-230-020	21-01-230-043	21-01-230-018
21-01-230-034	21-01-230-025	
21-01-230-035	21-01-230-026	
21-01-230-036	21-01-230-014	
21-01-230-037		