

After Recording Return To:
The Law Offices of Kirk A. Cullimore
644 East Union Square
Sandy, UT 84070

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to the Declaration of Covenants, Conditions and Restrictions (“Declaration”) that established a planned residential community known as Winter Haven at Traverse Mountain is executed on the date set forth below by J Ballard Homes, Inc. (“Declarant”) having authority to amend the Declaration.

RECITALS

A. Certain real property in Utah County, Utah, known as Winter Haven at Traverse Mountain was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded April 26, 2006, as Entry No. 50657:2006, records of Utah County, Utah;

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 shift responsibility for snow removal from the Association to the Owners.

E. Declarant owns Lots in the Association and amends the Declaration pursuant to its authority in Article XII, Section 3(a) of the Declaration;

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

Article VI of the Declaration is hereby amended to read as follows:

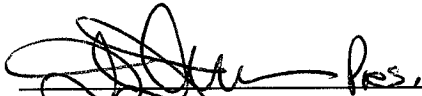
**ARTICLE VI
ASSOCIATION MAINTENANCE AREAS**

Association Maintenance Areas as defined in Article II above are hereby established. Subject to an affirmative duty hereby imposed on each Lot Owner to avoid unnecessary interference with or unnecessary expense to the Association in carrying out its responsibilities with respect to the Association Maintenance Areas, the Association shall maintain all Declarant and/or Association installed Improvements located in the Association Maintenance Areas of a Lot in good and sufficient repair with attractive and healthy landscape plantings, free of rubbish debris, and

otherwise in a neat and aesthetically pleasing condition --- all as may be consistent with ACC standards from time to time. Notwithstanding anything herein, the Owners shall be responsible for the removal of snow and ice from their Lots. The Board or the ACC as the Board's designee may establish rules and regulations concerning Owner's use of the Association Maintenance Areas. The Board or the ACC as the Board's designee may also impose reasonable charges on Owners for their failure to comply with the duty to avoid unnecessary interference with or unnecessary expense to the Association in carrying out its responsibilities with respect to Association Maintenance Areas. Such charges may be in the nature of Limited Assessments or in the form of such other charges as may otherwise be permitted by law. "Unnecessary expense" as used above shall include any expense caused by an Owner which is unusual in either nature or amount. It is the responsibility of each Owner to have snow and ice removed from their lot.


IN WITNESS WHEREOF, WINTER HAVEN AT TRAVERSE MOUNTAIN OWNERS ASSOCIATION, by and through its Declarant, has executed this Amendment to the Declaration as of the 23 day of Oct, 2008, pursuant to Article XII, Section 3(a).

WINTER HAVEN AT TRAVERSE MOUNTAIN OWNERS ASSOCIATION

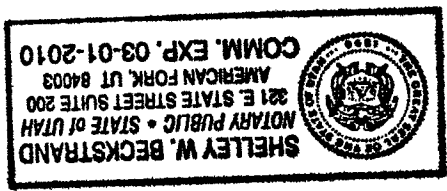

Declarant: J Ballard Homes, Inc.
By: John Johnson
Its Authorized Representative

STATE OF UTAH)
 :SS
County of Utah)

On the 23 day of Oct, 2008, personally appeared John Johnson who, being first duly sworn, did that say that they are authorized by Declarant to execute this document; and acknowledged said instrument to be their voluntary act and deed.



Notary Public for Utah



**EXHIBIT A
LEGAL DESCRIPTION**

Lots 100-133, 136-164, 166-193, 195-220 Winter Haven Subdivision Phase 1 Amended as shown on the records of the Utah County Recorder.

Lots 200-209, 212-306 Winter Haven Subdivision Phase 2 as shown on the records of the Utah County Recorder.