

**WHEN RECORDED MAIL TO:**

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ENT 128604:2006 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2006 Sep 28 3:20 pm FEE 19.00 BY ADS  
RECORDED FOR TUSCAN VILLAS

**FIRST AMENDMENT TO MASTER DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE TUSCAN VILLAS, A PLANNED UNIT DEVELOPMENT**

**THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TUSCAN VILLAS, A PLANNED UNIT DEVELOPMENT** (hereinafter the "First Amendment") is made on the date hereinafter set forth by Gunsmoke Properties, L.L.C., a Utah limited liability company (hereinafter "Declarant").

**RECITALS:**

A. The Master Declaration of Covenants, Conditions and Restrictions of The Tuscan Villas, a Planned Unit Development was recorded in the office of the County Recorder of Utah County, State of Utah on August 10, 2006, as Entry No. 103104:2006 (hereinafter the "Declaration") and the Record of Survey Map of The Tuscan Villas, a Planned Unit Development was recorded in the office of the County Recorder of Utah County, State of Utah on June 19, 2006, as Entry No. 76155:2006 (hereinafter the "Record of Survey Map").

B. The Declaration and the Record of Survey Map encumber that certain real property located in Utah County, State of Utah and more particularly described on Exhibits "A" and "B" attached hereto.

C. Declarant is the owner of all of the Units in The Tuscan Villas and desires to make certain amendments to the Declaration.

**DECLARATION**

NOW, THEREFORE, Declarant hereby covenants, agrees and declares as follows:

1. New Section 2.3 to the Declaration. The following shall be inserted into the Declaration as Section 2.3:

2.3 Voting Rights. All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles, Bylaws and Association Rules. The Association shall have two classes of voting Membership:

**CLASS A.** Class A Members are all Members with the exception of the Declarant, as defined in the Declaration. Class A Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. A vote cast at any Association meeting by any of such Co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, by another Co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

**CLASS B.** The Class B Member is the Declarant. The Class B Member is entitled to five (5) votes for each Lot owned. The Class B Membership will cease and be converted to Class A Membership on the happening of one of the following events, whichever occurs earlier:

- (a) upon conveyance of a total of eighty percent (80%) of the Lots subject to the Declaration to purchasers; or
- (b) the surrender of Class B Membership status by the express written action of the Declarant.

2. New Section 3.12 to the Declaration. The following shall be inserted into the Declaration as Section 3.12:

3.12 Initial and Transfer Fees. In addition to the Regular Assessments described in Section 3.3, the Capital Improvement Assessments described in Section 3.4, and the Special Assessments described in Section 3.8 above, each Owner (other than Declarant) shall be required to prepay at the time of the purchase of said Owner's Lot, whether as an initial or subsequent Owner, a sum equal to three times the then monthly installment of the Regular Assessment, which sum shall be in addition to any proration of Assessment which may be due for the month in which such purchase takes place. Such fees shall become part of the Association's general fund to be utilized as necessary.

3. Amendment of Section 6.1 of the Declaration. Section 6.1 of the Declaration is hereby amended by deleting said Section 6.1 in its entirety and replacing it with the following Section 6.1:

6.1 Appointment of Architectural Committee. The Project shall have and at all times maintain an Architectural Committee composed of no less than three (3) or more than five (5) individuals who need not be Members. The Declarant shall initially have the right to and does hereby appoint the following three (3) members of the Architectural Committee: Kurt Williamson, Scott W. Hansen and

Kerry D. Martin. The Board shall hereafter have the right to appoint, remove, augment or replace three (3) members of the Architectural Committee.

4. Capitalized Terms. Unless otherwise defined in this Agreement and except to the extent that the Declaration is amended by this Agreement, capitalized terms used in this Agreement shall have the meanings given to them in the Declaration.

DATED the 28 day of September, 2006.

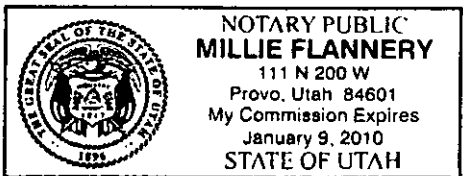
DECLARANT:

GUNSMOKE PROPERTIES, L.L.C.

By: [Signature]  
Name: Kerry D. Martin  
Title: Owner Representative

STATE OF UTAH )  
 : ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 28 day of September ~~August~~, 2006, by Kerry D. Martin, the owner representative of GUNSMOKE PROPERTIES, L.L.C., a Utah limited liability company.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 1-9-10  
Residing At: Provo ut

**EXHIBIT "A"****DESCRIPTION OF PROPERTY**

That certain real property located in Utah County, State of Utah and more particularly described as follows:

Commencing at a point located North 00E39'37" West along the Section line 578.38 feet and West 700.47 feet from the East quarter corner of Section 9, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 20.00 foot radius curve to the left 31.28 feet (chord bears North 45E11'54" West 28.19 feet); thence West 518.46 feet; thence along the arc of a 20.00 foot radius curve to the left 31.42 feet (chord bears South 45E00'00" West 28.28 feet); thence West 44.00 feet; thence along the arc of a 20.00 foot radius curve to the left 31.42 feet (chord bears North 45E00'00" West 28.28 feet); thence North 44.00 feet; thence along the arc of a 20.00 foot radius curve to the left 31.42 feet (chord bears North 45E00'00" East 28.28 feet); thence North 29.36 feet; thence along the arc of a 666.41 foot radius curve to the right 160.89 feet (chord bears North 05E36'22" East 160.50 feet); thence along the arc of a 246.00 foot radius curve to the left 98.95 feet (chord bears North 01E05'31" East 98.29 feet); thence North 79E34'06" East 161.17 feet; thence South 05E56'37" East 103.32 feet; thence East 56.74 feet; thence North 64.63 feet; thence East 73.24 feet; thence North 35.94 feet; thence East 92.02 feet; thence North 13.82 feet; thence East 190.85 feet; thence South 00E23'49" East along the Westerly boundary line of 900 West Street 412.04 feet to the point of beginning.

**EXHIBIT "B"**  
**DESCRIPTION OF EXPANSION PROPERTY**

That certain real property located in Utah County, State of Utah and more particularly described as follows:

Commencing at a point located North 00E39'38" West along the Section line 990.44 feet and West 698.58 feet from the East quarter corner of Section 9, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the Northerly boundary line of Phase 1, Tuscan Villas, Planned Unit Development as follows: West 190.85 feet, South 13.82 feet, West 92.02 feet, South 35.94 feet, West 73.24 feet, South 64.63 feet, West 56.74 feet, North 05E56'37" West 103.32 feet, South 79E34'06" West 117.17 feet; thence along the arc of a 290.00 foot radius curve to the left 408.74 feet (chord bears North 50E48'35" West 375.74 feet); thence South 88E48'45" West 55.30 feet; thence along the arc of a 590.00 foot radius curve to the left 217.12 feet (chord bears South 78E16'12" West 215.90 feet); thence South 67E43'39" West 179.31 feet; thence along the arc of a 605.37 foot radius curve to the right 63.24 feet (chord bears South 69E27'07" West 63.21 feet); thence North 598.17 feet; thence North 89E29'45" East 531.00 feet; thence South 367.99 feet; thence along the arc of a 390.85 foot radius curve to the right 431.36 feet (chord bears South 53E31'28 East 409.80 feet; thence North 45E00'00" East 431.10 feet; thence North 88E36'24" East 153.95 feet; thence South 00E23'49" East 369.23 feet to the point of beginning.