

**AMENDMENT TO COVENANTS, CONDITIONS and
RESTRICTIONS and BY-LAWS
for
SARATOGA HILLS**

This Amendment to Declaration of Covenants, Conditions, and Restrictions and By-Laws for Saratoga Hills (the "Amendment") is made this 16 day of January, 2014 by the Declarant, Saratoga Hills HOA (the "Association").

RECITALS

A. The Association is governed by the Declaration of Covenants, Conditions, and Restrictions and By-Laws for Saratoga Hills recorded as Entry No. 8865:2004, on January 27, 2004 in the Office of the Utah County Recorder, State of Utah, (the "Declaration");

B. This Amendment is subject to the Definitions of the Declaration at Article I, unless otherwise defined herein.

C. This Amendment shall amend provisions of the Declaration as noted below and shall apply to and be binding against all of the property it is recorded against and the property described in Exhibit A, attached hereto, and any additional property, annexation, expansion or supplement thereto (the "Property");

D. This Amendment is intended to:

- a. Require the Annual Meeting of the members to be held in the first quarter of each year in Article III. Section 1 of the By-Laws, and remove any provisions that would require the meeting to be held in June.
- b. Remove all provisions of Article III. Section 3(a) through (d), restricting the erection or maintenance of signs on Lots.
- c. Remove any provisions in Article III. Section 5(b) that notice to members of non-compliance with CC&R's be delivered by certified mail and, instead, allow for delivery by USPS First Class mail in order to save on costs.
- d. Grant the Association authority to remove Common Area fence in addition to the authority currently granted the Association in Article III. Section 10(c)(5).
- e. Modify specific restrictions in Article III. Section 10(e)(6) on the placement and size of satellite dishes and antennas.

- f. Remove any restriction in Article III. Section 10(f) that requires air conditioning units, heating equipment, swamp coolers and soft water tanks to be screened from view. Remove the first part of the provision (All air conditioning, heating equipment, swamp coolers and soft water tanks must be screened from view) but include the second part of the provision (Air conditioning units and swamp coolers are not permitted on roofs or through windows.)
- g. Bring Article III. Section 10(g) into conformity with City Code by allowing members more time to complete landscaping on their property, granting twenty-four (24) months to complete all landscaping and twelve (12) months to complete front yard landscaping.
- h. Reduce the minimum number of trees members are required to include in landscaping in Article III. Section 10(g)(1) from eight (8) to four (4) and require at least one (1) tree to be planted in the front yard.

E. Pursuant to the Declaration at Article VIII. Section 3 of the By-Laws, the necessary approvals to amend the Declaration were duly conducted and received to adopt and record this amendment.

NOW THEREFORE, The Declarant hereby amends Article III. Section 1 of the By-Laws so that it shall henceforth provide as follows:

Section 1. Annual Meeting Date/Time. The first annual meeting of the members shall be held within one year from the date of the incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the first quarter of each year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the next week following.

The Association hereby removes Article III. Section 3(a) through (d) in its entirety.

The Association hereby amends Article III. Section 5(b) so that it shall henceforth provide as follows:

Section 5(b). Mailing Requirement for Violation Notices (USPS First Class Mail). Board of Directors shall cause that a written notice by First Class mail be sent to any Lot Owner that they are not in compliance with the CC&R's. Lot Owners shall be given a reasonable time, usually 30 days, to comply before fines or action can be taken.

The Association hereby amends Article III. Section 10(e)(5) so that it shall henceforth provide as follows:

Section 10(e)(5). Common Area Fence Installation and Maintenance. The developer will install fencing around the Common Areas. The Association shall own and

maintain the fence. The Association shall have the right to remove Common Area fence if the Board deems necessary.

The Association hereby amends Article III. Section 10(e)(6) so that it shall henceforth provide as follows:

Section 10(e)(6). Antennas. Any antenna or satellite dish mounted on the exterior of a home may not exceed 4 feet by 4 feet in diameter. Larger antennas are restricted to the attic or interior of a dwelling.

The Association hereby amends Article III. Section 10(f) so that it shall henceforth provide as follows:

Section 10(f). Mechanical Equipment. Air conditioning units and swamp coolers are not permitted on roofs or through windows.

The Association hereby amends Article III. Section 10(g) so that it shall henceforth provide as follows:

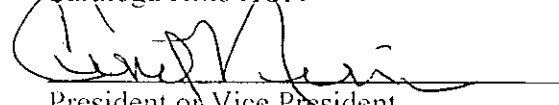
Section 10(g). Landscaping Guidelines. For each Living Dwelling, all landscaping, including grass, trees, and shrubs, must be completed within twenty four (24) months following completion or occupancy. Front yard landscaping must be in place within twelve (12) months following completion or occupancy.

The Association hereby amends Article III. Section 10(g)(1) so that it shall henceforth provide as follows:

Section 10(g)(1). Trees. It is encouraged that landscaping include wooded cluster of trees and shrubs. A minimum of four (4) trees per lot is required with a minimum of one (1) tree being planted in the front yard. The remaining landscaping shall be groomed grass and other landscaping materials and plant life.

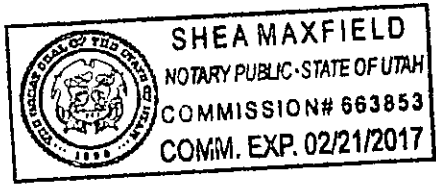
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IN WITNESS WHEREOF, THE ASSOCIATION has executed this Amendment to the Declaration as of the 16 day of January, 2013 in accordance with the Declaration.

Saratoga Hills HOA

President or Vice President

STATE OF UTAH)
 :SS
County of Utah)

On this 16 day of January 2014, personally appeared before me Cindy Nielsen who is known to me or who presented satisfactory identification, and has, while in my presence and while under oath or affirmation, voluntarily signed this document.



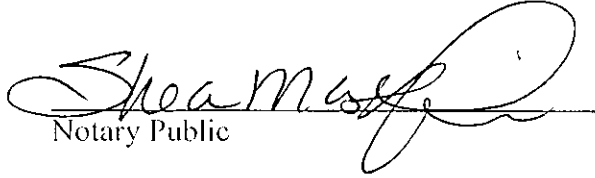

Notary Public

EXHIBIT A
Property Description

BOUNDARY DESCRIPTION

This includes all phases of Saratoga Hills, including, but not limited to: Phase 1, 1A, 1B, 1C, 1D, 2, 3, 4, and 5, along with any property added by expansion or any other way.