

ENT 45799:2007 PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Mar 29 1:05 pm FEE 19.00 BY CM
RECORDED FOR MACARTHUR, HEDER & METLER

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE HILLCREST CONDOMINIUMS
AN EXPANDABLE UTAH CONDOMINIUM PROJECT**

DECLARANT:

Hillcrest Saratoga Condominiums, LLC

WHEN RECORDED RETURN TO:

Hillcrest Saratoga Condominiums, LLC
175 W. 400 N., Orem, UT 84057

**FIRST AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE HILLCREST CONDOMINIUMS
AN EXPANDABLE UTAH CONDOMINIUM PROJECT**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of the Hillcrest Condominiums is made and executed by Hillcrest Saratoga Condominiums, LLC, a Utah limited liability company, of 175 W. 400 N., Orem, UT 84057 (the "Declarant").

RECITALS

A. On May 13, 2005, Declarant caused to be recorded in the office of the Utah County Recorder a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HILLCREST CONDOMINIUMS, AN EXPANDABLE UTAH CONDOMINIUM PROJECT located in Saratoga Springs, Utah; entry number of 51908:2005 (hereafter, "the Declaration").

B. Article 17.6 (Amendment) of the Declaration states as follows:

Except as otherwise provided herein (including, but not limited to Article 14), this Declaration may be amended if Owners holding at least sixty-seven percent (67%) of the total Votes in the Association consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Utah, State of Utah.

C. By this Amendment, with appropriate approvals, Declarant amends Article 6.4 (Pets and Animals) and Article 6.3 (Restrictions on Signs) as follows:

AMENDMENT

NOW THEREFORE, the Declaration is hereby amended as follows, with such amendment to become effective upon the recording of this First Amendment in the office of the County Recorder of Utah County, Utah:

1. Article 6.4 (Pets and Animals) shall be amended in its entirety to read as follows:

Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two (2) domestic pets per unit are allowed. All pets must be properly licensed and registered with the appropriate governmental agency. Pet owners must abide by all pet rules and regulations adopted by the Management Committee from time to time. Pets may not create a nuisance, including but not limited to the following acts: a) to cause damage to the property of anyone other than the pet's owner; b) to cause unreasonable fouling of the air by odors; c) to cause unsanitary conditions; d) to defecate on any common area and the feces not being immediately cleaned up by the pet owner or responsible party; e) to bark, whine, howl or make other disturbing

noises in an excessive, continuous or untimely fashion; or f) to molest or harass passersby by barking, lunging at them or chasing passing vehicles. Pets may not be tied or tethered in Common Areas. The Management Committee, in addition to adopting rules not inconsistent with this provision, may require a pet deposit or a pet registration fee of anyone owning or keeping any kind of pet within the boundaries of the Project.

2. Article 6.3 (Restrictions on Signs) shall be amended in its entirety to read as follows:

No signs, flags or advertising devices of any kind or nature, including without limitation, commercial, political, informational or directional signs or devices, "for sale" or "for rent" or similar signs, shall be erected or maintained on any part of the Project without the prior inspection and written approval of the Board of Trustees, except as may be necessary temporarily to caution or warn of danger. If the Association consents to the erection or posting of any signs or devices, the approval shall be deemed temporary in nature and the signs or devices shall be removed promptly at the request of the Association.

3. As required under Article 17.6 of the Declaration, this Amendment is approved by the affirmative vote or written consent of Owners holding at least sixty-seven percent (67%) of the total Votes in the Association.

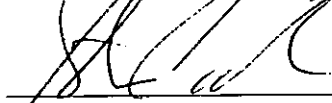
4. Upon necessary approval, these amendments shall fully and unconditionally apply and be binding upon all owners, all units and all ownership of any kind in the Project from the date of recording.

5. This Second Amendment shall take effect upon its being filed for record in the office of the County Recorder of Utah County, Utah.

DATED this 26 day of March, 2007.

HILLCREST SARATOGA CONDOMINIUMS, LLC,

A Utah Limited Liability Company



Signature:

By: Steven Croshaw
Manager, Hillcrest Saratoga
Condominiums, LLC

STATE OF UTAH

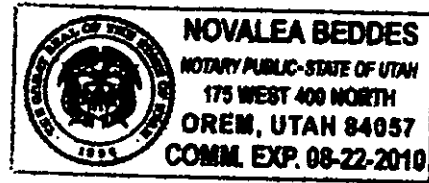
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COUNTY OF UT AH

On the 26 day of March, 2007, personally appeared before me Steven Croshaw, who by me being duly sworn, did say that he is the manager of HILLCREST SARATOGA CONDOMINIUMS, LLC, a Utah limited liability company, and Declarant herein, and that the within and foregoing instrument

was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said person duly acknowledged to me that the Company executed the same.

Novala Beddes
NOTARY PUBLIC



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**EXHIBIT A
PROPERTY DESCRIPTION**

A PARCEL OF LAND LOCATED IN UTAH COUNTY, UTAH WHICH IS IN THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL ALSO BEING A PART OF LOT 1, PLAT A, HILLCREST OVERALL SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO WIT:

BEGINNING AT A POINT ON THE SOUTH LINE OF HILLCREST ROAD, SAID POINT BEING LOCATED WEST 1047.77 FEET AND SOUTH 2915.98 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 11 (FOUND CORNER-BASIS OF BEARING IS N 89°54'48" E, BETWEEN THE NORTH QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF SAID SECTION 11), THENCE ALONG THE ARC OF A 328.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°51'33" FOR 79.34 FEET (CHORD BEARS SOUTH 70°59'35" EAST 79.15 FEET); THENCE SOUTH 18°01'38" WEST 97.06 FEET THENCE SOUTH 34°34'59" EAST 48.17 FEET; THENCE NORTH 78°00'31" EAST 220.48 FEET; THENCE SOUTH 11°59'29" EAST 207.64 FEET; THENCE SOUTH 55°25'01" WEST 740.62 FEET; THENCE NORTH 34°34'59" WEST 143.26 FEET; THENCE NORTH 55°25'01" EAST 70.37 FEET; THENCE NORTH 34°34'59" WEST 174.98 FEET; THENCE NORTH 24°31'07" EAST 245.18 FEET; THENCE NORTH 78°57'04" EAST 235.11 FEET; THENCE NORTH 47°05'57" EAST 36.96 FEET; THENCE ALONG THE ARC OF A 124.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 44°31'49" FOR 96.37 FEET (CHORD BEARS NORTH 24°50'02" EAST 93.97 FEET); THENCE NORTH 02°34'08" EAST 54.96 FEET TO THE POINT OF BEGINNING.

AREA CONTAINED: 6.086 ACRES