

After Recording Return To:
644 East Union Square
Sandy, UT 84070

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WHISPERING SPRINGS
SUBDIVISION, A PLANNED DEVELOPMENT**

This Amendment to the Declaration is executed on the date set forth below by the Association.

RECITALS

A. Real property in Utah County, Utah, known as Whispering Springs Subdivision, was subjected to covenants, conditions, and restrictions recorded April 14, 2009, as Entry No. 42794:2009, in the Utah County Recorder's Office, Utah ("Declaration");

B. This amendment shall be binding against the property described in EXHIBIT A and the Declaration, any amendment, any annexation, or supplement thereto;

C. The definitions used herein shall have same meaning as those in the Declaration;

D. Pursuant to Declaration Article 14, Section 14.06, the Board certifies that these amendments have been approved by at affirmative vote of at least 60% of all outstanding Member Votes;

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

Declaration Article 2 is amended to add the following definition:

Limited Common Area means the areas designated on the Plat as Limited Common Areas and shall include, without limitation, patio areas, driveways, entryways, porches, decks, and stoops. Limited Common Areas shall be designated for the exclusive use of the Lot to which it abuts.

Declaration Article 3, Section 3.03 is amended to add the following language:

The Association shall maintain the exterior surfaces of the Units.

Declaration Article 3, Section 3.12(b) is amended in its entirety to reads as follows:

(b) If insurance proceeds are insufficient to effect total restoration, unless 75% of Owners decide to abandon the Common Element, then the Association shall cause such Common Element repaired and reconstructed substantially as I previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Capital Improvement Assessment against each of the Owners and their Lots and Units, in accordance with the provisions of this Declaration.

Declaration Article 4 is amended to add Section 4.06, which reads as follows:

4.06 Party Walls. Each wall built as a part of the original construction of the Lots and placed on the dividing line between Lots shall constitute a party wall. Unless inconsistent with the provisions of this section, the general rules of law apply regarding party walls and liability for property damage due to negligence, willful acts, or omission. Owners using the party wall shall share the cost of repair and maintenance in proportion to such use. However, if one Owner is negligent or willfully damages a party wall, that Owner shall bear the whole cost of repairing the wall. If a party wall is destroyed or damaged by fire or

other casualty, any Owner sharing the wall may restore it and demand the cost of restoration from the other Owners in proportion to their use. Restoration of a party wall shall not prejudice the right of an Owner to call for a larger contribution from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

Declaration Article 5, Section 5.03 is amended in its entirety to read as follows:

5.03 Maintenance Obligations of Owners. Maintenance, repair, and replacement of the Lots, the Unit, except as otherwise assigned to the Association, improvements, utility lines servicing a single Unit, and Limited Common Areas shall be the sole responsibility of the Owner, who shall maintain such Lot in accordance with the standards of the Association.

The Association, after notice and opportunity for hearing, may assume the maintenance responsibility over a Lot if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an assessment to recover its maintenance costs. Any assessment shall be collectable as a Specific Assessment.

Declaration Article 7, Section 7.04 is amended in its entirety to read as follows:

7.04 Lease Restrictions. No lease of any Unit shall be for less than the whole thereof. All leases shall be in writing and shall be subject to the provisions of this Declaration whether or not stated therein. Upon request, an Owner shall provide a copy of their lease and the names and contacts for their tenants to the Association.

Declaration Article 8 is amended in its entirety to read as follows:

8.01 Association Insurance. The Board of Directors may adopt General Insurance Rules, Policies and Procedures intended as a guide for Owners and residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual owners. The Association shall obtain and maintain, to the extent reasonably available, the insurance specified below ("The Association Master Policy"):

(a) Public Liability. Public liability for the Common Elements, Limited Common Areas, and Facilities. The limits of each liability insurance policy purchased for the Association shall be in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate for bodily injury, death, and property damage. This amount may be increased by resolution of the Board of Directors;

(b) Common Elements. Property, fire and extended hazard for all Common Elements and Limited Common Areas;

(c) Buildings and Units. Special form property, fire and extended hazard for all buildings that contain more than one Unit, including any improvement which is a permanent part of a Building such as cabinets, floor and wall coverings, built-in appliances, and attached fixtures;

(d) D&O. Directors and officers in not less than \$1,000,000; and

(e) Dishonest Acts. Insurance against dishonest acts, in an amount not less than the reserves and operating capital of the association.

The premium for the Lot insurance; including but not limited to: general liability, property coverage,

directors and officers, and dishonest acts coverage is to be paid by assessments.

The Association has the right, power and authority to adjust claims.

Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.

The Association Master Policy DOES NOT cover loss of rents or rental income.

8.02 Owner Insurance. Each Owner shall obtain and maintain the following types of insurance coverages:

(a) Public Liability Insurance. Each Owner will obtain public liability insurance for his Lot and shall provide the Association with a Certificate of Insurance upon request;

(b) Building Coverage (inside the unit). Each Owner shall have a minimum amount of \$10,000 for building coverage added to his individual owner's policy;

(c) Loss Assessment. Each Owner shall have a minimum amount of \$20,000 for loss assessment coverage added to his Unit;

(d) Premium. The insurance premium on the Owner's policy shall be paid by the Owner.

(e) Maintenance of Coverage. The Owner shall obtain and keep in full force and effect at all times the required insurance coverage provided by companies duly authorized to do business in Utah.

(f) Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.

(g) Default. If an Owner fails to maintain the required insurance or fails to provide a Certificate of Insurance within three (3) days of a request, and fails to remedy a default within ten (10) days of written notice, the Association may but is not obligated to, without further notice, purchase the required insurance and treat the cost as an Individual Assessment.

(h) Contents. The Association Master Policy DOES NOT cover the contents of the Unit or the personal property of the residents such as automobiles, furniture, furnishings, appliances, paintings, pictures, wall hangings, clothing, personal belongings and effects, and other contents, or personal liability.

Providing insurance to cover contents and lost rents or rental income is the responsibility of the individual Owner or residents.

It is presumed that the claimant is responsible to pay the deductible; provided, however, the deductible on a claim made against the Association Master Policy shall be paid for by the party (i) who would be liable for the loss, damage, claim, or repair in the absence of insurance or (ii) from whose Lot the causal event originates. In the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party(s) responsibility bears to the total. If a loss is caused by an act of God or nature or by an element, risk or peril beyond the control of the parties, then the Owner shall be responsible for the deductible. Each Owner is encouraged to purchase insurance to cover the cost of the deductible as stated above. The association deductible will be \$10,000 or less. 60 days written notice will be given to Owners in

the event the board of directors elects to increase the deductible in an amount greater than \$10,000. Owners shall be responsible for the Association deductible despite inadequate insurance personally carried.

Each Owner is responsible for the maintenance of his Unit and for the repair of any damage he causes to another Lot, Unit, Limited Common Area, or the Common Elements.

Declaration Article 11, Section 11.09 is amended to delete the last sentence that reads:

~~"The mailing of notice by prepaid U.S. Mail or by delivery in person shall be considered notice served."~~

Declaration Article 11, Section 11.10 is amended in its entirety to read as follows:

11.10 Quorum. A quorum shall be the Owners present in person or by proxy at a meeting.

Declaration Article 13, Section 13.04 is amended to change the maximum assessment from \$50,000.00 to 50% of the annual budget.

Declaration Article 13, Section 13.15 is amended to change the late charge from 5% to \$25.00.

Declaration Article 14, Section 14.01 is amended in its entirety to read as follows:

14.01 Notices. All notices and other communications required to be given to the Owners shall be in writing and may be delivered using the following methods: (1) by professional courier service or first-class mail, postage prepaid, to the address of the Lot or to any other address designated by the Owner in writing to the Association; (2) by hand to the Lot or to another address designated in writing by the Owner; or (3) by facsimile, electronic mail, or any other electronic means to an Owner's number or address designated by the Owner in writing to the Association.

Notices required to be given to the Association may be delivered using the following methods: (1) by professional courier service or first-class mail, postage prepaid, to the principal address of the Association; or (2) by facsimile, electronic mail, or any other electronic means to the Association's official electronic contact as designated in writing to the Owners.

Notice sent via courier or mail shall be deemed received 3 days after being sent. Notice hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

Declaration Article 14 is amended to add Section 14.16, which reads as follows:

14.16 Annexation of property into the Project. The Association shall have the unilateral right for seven (7) years from the date of the recording of this Declaration, or any amendment or supplement hereto, without the necessity for consent from the Owners, to bring additional property within the scheme of this Declaration as provided in this Article.

Property may be annexed into the Project by recording a supplemental Declaration and Plat Map, both signed by the property owner, for each property in the Utah County Recorder's Office, Utah. The supplemental declaration shall extend the scheme of the Declaration to the annexed property and subject the annexed property to the Declaration. The described property shall thereupon become part of the Project. Upon the recording of a supplemental declaration and plat, Owners of annexed property shall be subject to the same obligations and entitled to the same privileges as apply to the existing Owners.

Any annexed property shall conform to the general plan of development as shown on the Plat and as evidenced by the preexisting construction.

There is no limitation on the number of Lots which maybe annexed into the Project, except as may be established by applicable ordinances or requirements of Orem City. Similarly, there is no limitation on the Association's right to annex Common Element, except as may be establish by Orem City.

IN WITNESS WHEREOF, the Board, has executed this Amendment to the Declaration as of the 30 day of June, 2011.

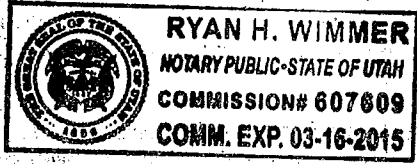
WHISPERING SPRINGS HOME OWNERS ASSOCIATION

By: CHRISTIAAN JOHNSON
Its: President

Emberly Argyle
By: Emberly Argyle
Its: Secretary

STATE OF UTAH)
County of UTAH) :ss

On the 30 day of June, 2011, personally appeared Christiaan Johnson and Emberly Argyle who, being first duly sworn, did that say that they are the president and secretary of the Association authorized to sign this instrument and that said instrument was signed and sealed on behalf of the Association, certified that the Amendment was authorized by more than 60% of the outstanding Member votes, and acknowledged said instrument to be their voluntary act and deed.



[Signature]
Notary Public for Utah

EXHIBIT A
Legal Description

Lot 105, 112, 113 through 119, Whispering Springs at Sleepy Ridge PRD Phase 1 as shown on the official plat recorded in the Utah County Recorder's Office.

Parcel Nos.: 55:678:0105 and all others described above.

Lot 213, Whispering Springs at Sleepy Ridge PRD Phase 2 as shown on the official plat recorded in the Utah County Recorder's Office.

Parcel No.: 55:679:0213