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FIRST AMENDMENT TO
DECLARATION OF RESTRICTING COVENANTS, AGREEMENTS AND CONDITIONS
OF
MIDAS CREEK ESTATES

THIS FIRST AMENDMENT TO DECLARATION made and executed this 21st day of JULY, 1997, by MIDAS CREEK ESTATES, L.L.C., a Utah Limited Liability Company (hereinafter referred to as "Declarant"), the Declarant of Midas Creek Estates.

RECITALS

A. Declarant is the Declarant as identified and set forth in that certain Declaration of Restricting Covenants, Agreements and Conditions Affecting the Real Property Known as MIDAS CREEK ESTATES dated July 15, 1996 and recorded in the office of the Salt Lake County Recorder on July 18, 1996, as Entry No. 6408710, beginning at Page 0468 in Book 7446, (the "Declaration"). Such Declaration relates to that certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto, and known by the Declarant as Phase A of Midas Creek Estates.

B. Declarant reserved the right to amend the Declaration, all in accordance with the terms hereinafter set forth, and desires to so amend the Declaration to add Phase C to Midas Creek Estates and to subject the same to the terms of the Declaration as amended hereby.

NOW, THEREFORE, in consideration of the recitals set forth herein above, the Declarant hereby declares and certifies as follows:

1. Submission of Phase C. Declarant hereby submits the following described real properties, and its interests therein, to the terms, conditions, restrictions, covenants and easements to the terms of the Declaration, as amended:

Commencing at the North Quarter Corner of Section 29, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence South 89°50'00" East along the north line of said section for 1065.78 feet; thence South 00°10'00" West for 33.000 feet to the point of beginning; thence South 89°50'00" East for 663.176 feet; thence South

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10°30'00" East for 469.620 feet; thence South 01°03'00" East for 146.698 feet; thence South 74°18'41" West for 376.622 feet; thence South 57°26'19" West for 133.891 feet; thence North 42°45'18" West for 123.478 feet; thence with a curve to the right, having a central angle of 93°56'23", a radius of 15.000 feet and for an arc distance of 24.593 feet; thence North 44°35'46" West for 60.281 feet; thence with a curve to the right, having a central angle of 86°32'13", a radius of 15.000 feet, and for an arc distance of 22.655 feet; thence North 42°45'18" West for 30.372 feet; thence with a curve to the right, having a central angle of 42°38'43", a radius of 470.000 feet, and for an arc distance of 349.821 feet; thence North 00°06'35" West for 83.428 feet; thence with a curve to the right having a central angle of 93°42'38", a radius of 15.000 feet, and for an arc distance of 24.533 feet; thence North 01°51'28" West for 60.253 feet; thence with a curve to the right having a central angle of 86°41'07", a radius of 15.000 feet and for an arc distance of 22.694 feet; thence North 00°06'35" West for 91.279 feet; thence with a curve to the right having a central angle of 90°16'34", a radius of 15.000 feet and for an arc distance of 23.634 feet; thence North 00°10'00" East for 7.000 feet to the point of beginning.

Contains 10.980 Acres and 17 Lots.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described real property (the real property).

ALL OF THE FOREGOING IS SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the real property or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by a subdivision and/or plat map or otherwise existing; an easement for each and every pipeline, cable, wire, utility line, or similar facility which traverses or partially occupies the real property at such time as construction of all development improvements is complete; and

all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

2. Amendment to Section 1. Section 1 is deleted in its entirety and the following is substituted in place thereof:

1. **MUTUAL AND RECIPROCAL BENEFITS, ETC.** All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property or hereafter submitted to the terms of this Declaration and shall be intended to create a mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property, as submitted to the terms of the Declaration and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots submitted to the terms of this Declaration.

3. Amendment to Section 2. Section 2 is deleted in its entirety and the following is substituted in place thereof:

2. **PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS.** All covenants and restrictions herein stated shall run with the land and all owners, mortgagees, purchasers or occupants thereof shall by acceptance of contracts, mortgages, or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon for a period from the date hereof to January 1, 2025, at which time said covenants and restriction shall be automatically extended for successive periods of 10 years, unless, by a vote of a majority of the owners of all lots submitted to the terms of the Declaration (one vote per lot), it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restriction(s) amended or

released and by filing said agreement with the Office of the Salt Lake County Recorder. Provided, however, any amendment or release shall require consent by the City of Riverton. Further, any amendment regarding paragraph 3 shall require a unanimous vote. Notwithstanding the above-described provision for releasing restriction from the property, the covenants and restrictions contained herein respecting raising or otherwise changing the height of the grade and identified as paragraph 18(B) of these covenants and restrictions shall not be amended or released at any time. It is further agreed, however, that the Declarant reserves the exclusive right to amend or release said covenants in whole or in part, when in its sole and exclusive judgment such action becomes necessary. This right will remain in effect until such time as all lots within the subdivision are sold and homes have been built thereon, unless the Declarant elects to relinquish this right at some earlier time.

4. Addition of Section 24. Section 24 is added to the Declaration as follows:

24. Declarant reserves the right to supplement the Declaration further by the submission of all phases of MIDAS CREEK ESTATES to the terms of the Declaration. Such submission shall be by the filing of an Amendment and or Supplement to this Declaration in the Offices of the Salt Lake County Recorder which describes that real property to be included within MIDAS CREEK ESTATES.

5. Consent of Riverton City. By its execution of this Amendment, the City of Riverton grants its consent to the amendments made herein to the Declaration, which consent is required by the terms of the Declaration.

6. Effective Date of Amendment. This Amendment shall be effective upon its recordation in the office of the Salt Lake County Recorder.

EXECUTED the day and year first above appearing.

MIDAS CREEK ESTATES, L.L.C.

By its Manager, American Housing Partners, Inc., a Delaware Corporation, successor by merger with American Housing Producers, Inc.

By: *Armando Alvarez*
Armando Alvarez
Its Vice-President

Consent to Amendment given by:

City of Riverton

By: *[Signature]*
Its: *[Signature]*

Attest: _____
Its: _____

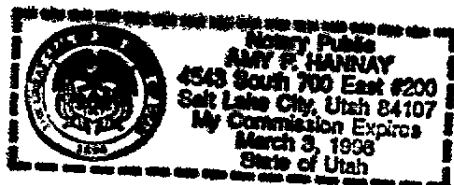
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 31 day of July, 1997, personally appeared before me Armando Alvarez, who being by me duly sworn did say that he is the Vice-President of American Housing Partners, Inc., a Delaware corporation, who is the Manager of **MIDAS CREEK ESTATES, L.L.C.**, and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of its Articles of Organization and/or its Operating Agreement and the said Armando Alvarez duly acknowledged to me that said company executed the same.

My Commission Expires:

3-3-98

Amy Hanray
NOTARY PUBLIC, Residing at:
Salt Lake City, Utah 84107



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Exhibit A

To Declaration of Restrictive Covenants,
 Agreements, and Conditions affecting the real
 property known as: MIDAS CREEK ESTATES

Legal Description:

Beginning at a point which is South 89°50'00" East, along the Section line 1065.782 feet and South 00°10'00" West 33.00 feet from the North quarter corner of Section 29, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°10'00" West 7.00 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 23.63 feet through a central angle of 90°16'35" (chord bears South 45°01'42" West 21.26 feet); thence South 00°06'35" East 91.28 feet to a point on a 15-foot radius curve to the left; thence along said curve 22.69 feet through a central angle of 86°41'07" (chord bears South 43°27'08" East 20.59 feet); thence South 01°51'28" East 60.25 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 24.53 feet through a central angle of 93°42'38" (chord bears South 46°44'44" West 21.89 feet); thence South 00°06'35" East 83.43 feet to a point on a 470-foot radius curve to the left; thence along said curve 349.82 feet through a central angle of 42°38'43" (chord bears South 21°25'57" East 341.80 feet); thence South 42°45'18" East 30.37 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 22.66 feet through a central angle of 86°32'13" (chord bears South 86°01'25" East 20.56 feet); thence South 44°35'46" East 60.28 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 24.59 feet through a central angle of 93°56'22" (chord bears South 04°12'53" West 21.93 feet); thence South 42°45'18" East 123.48 feet; thence North 57°26'19" East 133.89 feet; thence North 74°18'41" East 376.62 feet; thence South 01°03'00" East 250.10 feet; thence South 11°10'00" West 445.57 feet; thence South 89°59'55" West 1432.83 feet; thence North 00°06'40" West 350.00 feet; thence North 89°59'04" West 300.00 feet; thence North 00°06'40" West 119.79 feet; thence North 89°53'24" East 235.48 feet; thence North 69°31'03" East 865.34 feet to a point on a 530 foot radius curve to the right; thence along said curve 78.99 feet through a central angle of 08°32'20" (chord bears North 22°28'05" West 78.91 feet) to a point on a 15.00 foot radius curve to the left; thence along said curve 22.32 feet through a central angle of 85°15'50" (chord bears North 60°49'50" West 20.32 feet); thence North 13°27'45" West 60.00 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 22.32 feet through a central angle of 85°15'50" (chord bears North 33°54'20" East 20.32 feet) to a point on a 530.00 foot radius curve to the right; thence along said curve 79.70 feet through a central angle of 08°36'59" (chord bears North 04°25'05" West 79.63 feet); thence North 00°06'35"

(continued)

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EXHIBIT "A" (continued)

West 85.22 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 23.49 feet through a central angle of 89°43'25" (chord bears North 44°58'17" West 21.16 feet); thence North 00°14'53" West 60.00 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 23.63 feet through a central angle of 90°16'35" (chord bears North 45°01'42" East 21.26 feet); thence North 00°06'35" West 90.09 feet to a point on a 15.00 foot radius curve to the left; thence along said curve 23.49 feet through a central angle of 89°43'25" (chord bears North 44°58'18" West 21.16 feet); thence North 00°10'00" East 7.00 feet; thence South 89°50'00" East 90.00 feet to the point of beginning.

TO BE KNOWN AS MIDAS CREEK RANCH ESTATES PHASE A.

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CO. RECORDER

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 NANCY WORKMAN
 RECORDER, SALT LAKE COUNTY, UTAH
 RIVERTON CITY
 PO BOX 429
 RIVERTON, UT 84065
 REC BY: P ANDERSON ,DEPUTY - WI

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