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02/15/2000 11:30 AM 58.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
BY: ZJM, DEPUTY - WI 4 P.

When Recorded Return to:
Tradewest Development Corporation
8221 South 700 East
Sandy, Utah 84070

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
ASH BRIAR COVE, P.U.D.**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Ash Briar Cove, P.U.D., a Planned Unit Development in West Jordan, Utah (herein the "Declaration") is made and executed this 14 day of February, 2000, by Trade-West Development Corporation, a Utah corporation (herein referred to as "Developer").

1. This First Amendment of the Declaration amends the Declaration dated November 22, 1999 and recorded December 1, 1999 as Entry No. 7524376 in Book 8326 at Pages 7465-7481, inclusive, covering the following described property located in Salt Lake County, Utah:

Lots 1 through 42, inclusive, ASH BRIAR COVE, P.U.D., according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

2. The Developer is the record owner of all Lots of the Development.

3. Developer and does hereby amend the Sections of the Declaration as set forth below:

(a) Section 8.4 is amended to read as follows:
8.4 Recreational Vehicles. No snowmobile, recreational equipment, trailer, camper, boat or truck larger than one (1) ton or any other similar equipment shall be permitted to remain upon any Lot for more than a 24-hour period unless behind a six (6) foot approved fence without the written approval granted by the Association. The Association may levy a fine for any violation of this paragraph 8.4 of up to Fifty Dollars (\$50.00) for each day the violation continues.

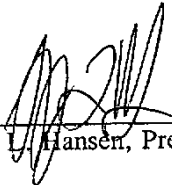
(b) Section 8.11 is amended to read as follows:
8.11 Fencing. Fencing of individual Lots shall be restricted to the rear yard and side yard only. Fencing material shall be solid white vinyl, 20 year no-maintenance, and shall be six-feet in total height.

4. These amendments shall be in full force and effect upon on all lots from the time of the initial recording of the Declaration. Except as herein amended all other terms, conditions and provisions of the Declaration shall remain in full force and effect as written.

5. The undersigned Mortgagee hereby consents to this Amendment of the Declaration.

DATED this 14 day of February, 2000.

TRADE-WEST DEVELOPMENT CORPORATION ACADEMY MORTGAGE CORPORATION

By: 
Gregory Hansen, President

By: see attached document
Jon R. Burgener, Vice-President

BK8342PG3500

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14 day of February, 2000 by Gregory L. Hansen, the President of Trade-West Development Corporation, a Utah corporation who duly acknowledged to me that said instrument was executed by authority.





NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of February, 2000 by Jon R. Burgener, Vice-President of Academy Mortgage Corporation, a Utah corporation, who duly acknowledged to me that said instrument was executed by authority;

NOTARY PUBLIC

MTC File No.: 70187

BK8342PG3501

When Recorded Return to:
Tradewest Development Corporation
8221 South 700 East
Sandy, Utah 84070

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
ASH BRIAR COVE, P.U.D.**

This First Amendment to the Declaration of Covenants, Conditions and Restrictions of Ash Briar Cove, P.U.D., a Planned Unit Development in West Jordan, Utah (herein the "Declaration") is made and executed this 19 day of February, 2000, by Trade-West Development Corporation, a Utah corporation (herein referred to as "Developer").

1. This First Amendment of the Declaration amends the Declaration dated November 22, 1999 and recorded December 1, 1999 as Entry No. 7524376 in Book 8326 at Pages 7465-7481, inclusive, covering the following described property located in Salt Lake County, Utah:

Lots 1 through 42, inclusive, ASH BRIAR COVE, P.U.D., according to the official plat thereof as recorded in the office of the Salt Lake County Recorder.

2. The Developer is the record owner of all Lots of the Development.

3. Developer and does hereby amend the Sections of the Declaration as set forth below:

(a) Section 8.4 is amended to read as follows:

8.4 Recreational Vehicles. No snowmobile, recreational equipment, trailer, camper, boat or truck larger than one (1) ton or any other similar equipment shall be permitted to remain upon any Lot for more than a 24-hour period unless behind a six (6) foot approved fence without the written approval granted by the Association. The Association may levy a fine for any violation of this paragraph 8.4 of up to Fifty Dollars (\$50.00) for each day the violation continues.

(b) Section 8.11 is amended to read as follows:

8.11 Fencing. Fencing of individual Lots shall be restricted to the rear yard and side yard only. Fencing material shall be solid white vinyl, 20 year no-maintenance, and shall be six-feet in total height.

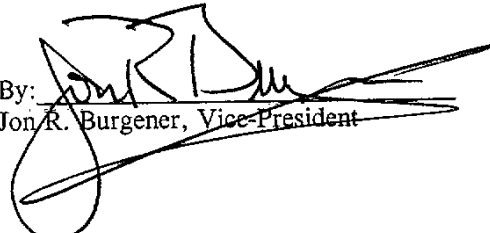
4. These amendments shall be in full force and effect upon on all lots from the time of the initial recording of the Declaration. Except as herein amended all other terms, conditions and provisions of the Declaration shall remain in full force and effect as written.

5. The undersigned Mortgagee hereby consents to this Amendment of the Declaration.

DATED this 14 day of February, 2000.

TRADE-WEST DEVELOPMENT CORPORATION ACADEMY MORTGAGE CORPORATION

By: see attached document
Gregory L. Hansen, President

By: 
Jon R. Burgener, Vice-President

BK8342PG3502


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of February, 2000 by Gregory L. Hansen, the President of Trade-West Development Corporation, a Utah corporation who duly acknowledged to me that said instrument was executed by authority.

NOTARY PUBLIC

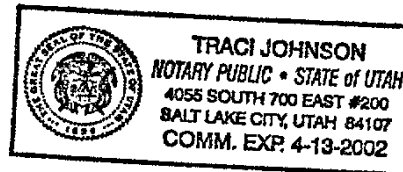
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14th day of February, 2000 by Jon R. Burgener, Vice-President of Academy Mortgage Corporation, a Utah corporation, who duly acknowledged to me that said instrument was executed by authority;



NOTARY PUBLIC

MTC File No.: 70187



BK8342PG3503