

THE MAPLES AT JORDAN HILLS PHASE 10
HOMEOWNER'S ASSOCIATION, INC.

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("First Amendment), is made this 8th day of February, 2006, by The Maples, L.L.C., a Utah limited liability company ("Declarant").

WITNESSETH:

WHEREAS, The Maples L.L.C. made, executed and caused to be recorded, as Declarant, that certain Declaration of Covenants, Conditions and Restrictions dated January 25, 2005 and recorded among the Davis County Recorder's Office, Entry #9282376, Book 9087, Page 3279-3314, pursuant to which the Declarant subjected all that property described in the Declaration (the "Property") and Declarant formed an association known as, "The Maples at Jordan Hills Phase 10 Homeowners Association, Inc."; and

WHEREAS, Declarant, is the owner of certain property described in Exhibit "A" and Exhibit "B" attached hereto and incorporated herein, and Declarant wishes to add certain property described in Exhibit "B" attached hereto to the Property described in Exhibit "A" and Exhibit "B" subjected to the Declaration.

NOW THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. All that property described in Exhibit "B" attached hereto is added and annexed to the Property subject to the Declaration, and shall be held, sold and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors and assigns, and the Association.

In all other respects, the Declaration, as amended, remains unchanged.

WITNESS the hand and seal of The Maples L.L.C. on the day herein above first written.

WITNESS/ ATTEST:

THE MAPLES L.L.C.
By: HAMLET HOMES CORPORATION,
Member



By:  (SEAL)
John Aldous, President

9637245
02/14/2006 11:16 AM \$78.00
Book - 9255 Pg - 2197-2202
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HAMLET HOMES
308 E 4500 S STE 200
MURRAY UT 84107
BY: KAM, DEPUTY - WI 6 P.

EXHIBIT "B"

DESCRIPTION OF THE ADDITIONAL PROPERTY

All of that real property situate and lying in the City of West Jordan, Salt Lake County, Utah, and more fully described as follows:

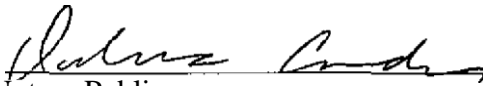
Lots: Lots numbered 801 through and including 858, all as shown on the plat entitled "Final Plat for The Maples at Jordan Hills Phase 8", recorded with the Recorder's Office in Book No. _____, Page _____

Common Areas: Those areas depicted as "Common Area or "Private", as shown on the plat entitled "Final Plat for The Maples at Jordan Hills Phase 8", recorded with the Recorder's Office in Book No. _____, Page _____

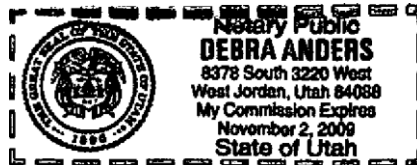
STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 8th day of February, 2006, before me, the subscriber, a Notary Public of the State of Utah, personally appeared John Aldous, known to me or suitably proven, who acknowledged himself to be President of Hamlet Homes Corporation, Member of The Maples, L.L.C., the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.


Notary Public

My Commission Expires: Nov 2, 2009



CONSENT AND AGREEMENT OF TRUSTEE AND BENEFICIARY

U.S. Title and Guaranty Bank, arc, respectively, the Trustee and the Beneficiary under that certain Deed of Trust dated August 10, 2004 and recorded as Entry No. 9152962 in Book, 9028 at pages 9675 through and including 6999 of the Official records of Salt Lake County, Utah, hereby join in the foregoing Declaration of Covenants, Conditions and Restrictions for the express purpose of subordinating all of their respective right, title and interest under such Deed of Trust in and to the real property described in Exhibit B such to the operation and effect of such Declaration.

Nothing in the foregoing provisions of this Consent and Agreement of Trustee and Beneficiary shall be deemed in any way to create between the person named in such Declaration as "the Declarant" and any of the undersigned any relationship of partnership or joint venture, or to impose upon any of the undersigned any liability, duty or obligation whatsoever.

IN WITNESS WHEREOF, the Trustee and Beneficiary have executed and sealed this Consent and agreement of Trustee and Beneficiary or caused it to be executed and sealed on its behalf of its duly authorized representatives, this **10** day of February, 2006.

WITNESS OR ATTEST:

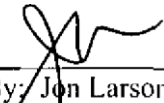
TRUSTEE:
U.S. TITLE COMPANY


By: Larry Burton, President

_____(SEAL)

WITNESS OR ATTEST:

BENEFICIARY:
GUARANTY BANK


By: Jon Larson, Senior Vice President

_____(SEAL)

2/09/06

State of California
County of San Diego

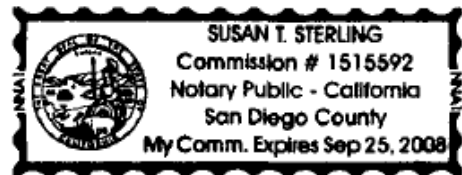
On February 9, 2006 before me, Susan T. Sterling, Notary Public,
(here insert name and title of the officer)

personally appeared _____
JON M. LARSON

personally known to me to be the person⁵¹ whose name subscribed to the within instrument and acknowledged to me that executed the same in authorized capacity, and that by signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Susan T. Sterling

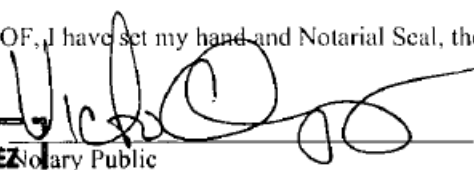


My Commission Expires: Sep 25, 2008

STATE OF UTAH
COUNTY OF SALT LAKE

I HEREBY CERTIFY, that on this 10 day of February, 2006, before me, the subscriber, a Notary Public in and for the State of Utah and Salt Lake County aforesaid, personally appeared Larry Burton, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the President of U.S. TITLE COMPANY, a Utah corporation, Trustee, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

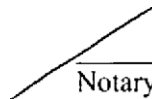
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


Notary Public
VICTORIA C. LOPEZ Notary Public
908 East 4500 South, #270
Salt Lake City, Utah 84107
My Commission Expires
November 15, 2008
State of Utah
My commission expires: 11/15/09

COUNTY OF SALT LAKE

I HEREBY CERTIFY, that on this ___ day of February, 2006, before me, the subscriber, a Notary Public in and for the State of Utah and Salt Lake County aforesaid, personally appeared Jon Larson, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged himself to be the Senior Vice President of GUARANTY BANK, a national banking organization, that he has been duly authorized to execute, and has executed, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Notary Public

My commission expires: _____