

After recording return to:
Eagle Mountain Links, LLC
4128 E. Clubhouse Lane
Eagle Mountain, Utah 84005

Amendment of Declaration of Covenants Conditions and Restrictions for Southmoor Subdivision Phase 1

Eagle Mountain Links, LLC as the Declarant under that certain Declaration of Covenants Conditions and Restrictions for Southmoor Subdivision Phase 1, recorded October 1, 2007 as instrument number 142250 of the official records of the Utah County Recorder, hereby amends the said Declaration of Covenants Conditions and Restrictions as follows.

1. Background. "Declaration" means the Declaration of Covenants Conditions and Restrictions for Southmoor Subdivision Phase 1. "Subdivision" means "Southmoor Subdivision Phase 1." The Subdivision consists of all the lots in Utah County state of Utah inclusive of the Southmoor Phase 1 Subdivision (lots 201-229, 254, 255 and 258-276 at Eagle Mountain, according to the official plat thereof on file with the office of the Utah County Recorder. Eagle Mountain Links LLC owns 48 of the 50 lots within the subdivision as of the date of this amendment. Declarant has the authority to amend the Declaration because its period of control defined by the Declaration is still in effect.

2. Declarant amends section 3.05 of the Declaration by striking certain language shown as stricken through and replacing the stricken language with underlined language as follows--

SECTION 3.05 Floor Space. The minimum square footage (of finished living space) of each single story dwelling unit shall be 1,450 ~~1,600~~ square feet above ground, and any 2-story dwelling unit shall have a minimum of 1,950 ~~2,000~~ square feet (of finished living space) above ground.

3. Declarant amends section 9.09 of the Declaration by striking certain language shown as stricken through and replacing the stricken language with underlined language as follows--

SECTION 9.09. Association Annual Assessments. Commencing on January 1, 2007, and Annual Assessment shall be made against each Lot when a homeowner closes on their home. The first year's due shall be collected at closing for the purpose of paying (or crating a reserve for) Common Expenses. The initial Association Annual Assessment for all Lots, except any Lot owned by Declarant, shall be Nineteen Dollars (\$19.00) ~~Twenty Dollars (\$20.00)~~ per Lot. Thereafter, the homeowner's dues will be payable on a monthly basis, or whatever payment schedule is decided by the Association (i.e. monthly or quarterly).

4. Declarant amends section 11.03 of the Declaration by striking certain language shown as stricken through and replacing the stricken language with underlined language as follows--

