

INVERNESS SQUARE HOMEOWNERS ASSOCIATION, INC.

THIRD AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS ("Second Amendment), is made this 1 day
of June, 2006, by INVERNESS SQUARE, L.L.C., a Utah limited liability company
("Declarant").

WITNESSETH:

WHEREAS, Hamlet made, executed and caused to be recorded, as Declarant, that
certain Declaration of Covenants, Conditions and Restrictions dated June 10, 2005 and
recorded among the Salt Lake County Recorder's Office, Entry #9408796, Book 9147,
Pages 1635-1659, pursuant to which the Declarant subjected all that property described
in the Declaration (the "Property") and Declarant formed an association known as,
"Inverness Square Homeowners Association" ("Association"); and

WHEREAS, pursuant to Article 3.2 of the Declaration, Declarant reserved the
right to add to the Property additional land within that area described in Exhibit "A"
attached to the Declaration; and

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

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

All that property described in Exhibit "A" attached hereto is 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.

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06/07/2006 03:36 PM \$63.00
Book - 9305 Pg - 681-686
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
INVERNESS SQUARE LLC
ATTN: HAMLET DEVELOPMENT
308 E 4500 S STE 200
MURRAY UT 84107
BY: SLR, DEPUTY - WI & P.

21-01-453-065


6-1-06

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

WITNESS the hand and seal of Inverness Square L.L.C. on the day herein above first written.

WITNESS/ATTEST:

INVERNESS SQUARE L.L.C.
By: HAMLET HOMES CORPORATION,
Member

By:  _____ (SEAL)
John Aldous, President

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

I HEREBY CERTIFY that on this 1st day of June, 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 Inverness Square, 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

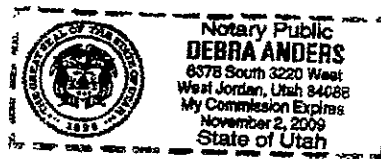


EXHIBIT "A"

**DESCRIPTION OF LOTS
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION**

BEING ALL THOSE LOTS SHOWN AND DESIGNATED as Lots 27-38 and Lots 62-93 and the Common Area shown on Plat entitled, "Inverness Square Phase 2A".

Inverness Square L.L.C.
308 East 4500 South, #200
Murray, Utah 84107

CONSENT AND AGREEMENT OF LENDER AND TRUSTEE

U.S. Title Company of Utah and Wells Fargo Bank Northwest N.A., are, respectively, the Trustee and the Beneficiary under that certain Deed of Trust dated June 20, 2005, and recorded as Entry No. 9408796 in Book 9147 at Pages 1635-1659 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 A 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 by its duly authorized representatives, this 1 day of June 2006.

WITNESS OR ATTEST:

TRUSTEE:

U.S. TITLE COMPANY OF UTAH



(SEAL)

By: Larry Burton
Its: President

WITNESS OR ATTEST:

BENEFICIARY:

WELLS FARGO BANK NORTHWEST, N.A.



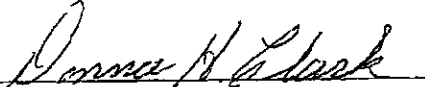
(SEAL)

By: Harro Van Leeuwen
Its: Vice President

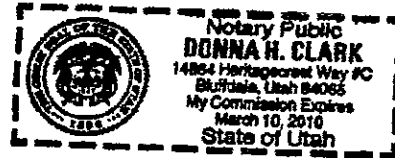
STATE OF UTAH
COUNTY OF SALT LAKE: TO WIT:

I HEREBY CERTIFY, that on this 16 day of June, 2006, before me, the subscriber, a Notary Public in and for the State of Utah and Salt Lake County aforesaid, personally appeared Larry Burton, on behalf of U.S. Title Company of Utah, Trustee, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it on behalf of the Trustee for the purposes therein set forth, and that it is his act and deed.

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


Notary Public

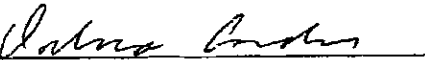
My commission expires: 3-10-2010



STATE OF UTAH
COUNTY OF SALT LAKE: TO WIT:

I HEREBY CERTIFY, that on this 1st day of June, 2006, before me, the subscriber, a Notary Public in and for the State of Utah and Salt Lake County aforesaid, personally appeared Harro Van Leeuwen, The Vice President of Wells Fargo Bank Northwest N.A., Beneficiary, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he has executed it on behalf of the Beneficiary for the purposes therein set forth, and that it is his 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: Nov 2, 2009

