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WHEN RECORDED RETURN TO:
CAMBRIA DEVELOPMENT, L.C.
Wayne H. Corbridge
758 South 400 East
Orem, Utah 84097
(801) 227-0550

ENT 56226:2006 PG 1 of 11
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 May 08 1:19 pm FEE 119.00 BY LH
RECORDED FOR TROPHY HOMES

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
CAMBRIA CONDOMINIUM,
an expandable Utah condominium project**

This Amendment to the Declaration of Condominium for Cambria Condominium, an expandable Utah condominium project, is made and executed by Cambria Development, L.C., a Utah limited liability company, of 758 South 400 East, Orem, Utah 84097 (the "Declarant").

RECITALS

Whereas, the original Declaration of Condominium for Cambria Condominiums was recorded in the office of the County Recorder of Utah County, Utah on September 30, 2004 as Entry No. 111749:2004 at Pages 1-62 of the Official Records (the "Declaration").

Whereas, the related Condominium Plat Map(s) for Phases 1, 2 and 3 of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the First Supplement to the Declaration of Condominium for Cambria Condominiums was recorded in the office of the County Recorder of Utah County, Utah on December 21, 2004 as Entry No. 142661:2004 at Pages 1-13 of the Official Records (the "First Supplement").

Whereas, the related Condominium Plat Map(s) for Phases 4, 5, 6, 7, 8, 9 and 10 of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Second Supplement to the Declaration of Condominium for Cambria Condominiums was recorded in the office of the County Recorder of Utah County, Utah on August 29, 2005 as Entry No. 95348:2005 at Pages 1-15 of the Official Records (the "Second Supplement").

Whereas, the related Condominium Plat Map(s) for Phases 12, 13, 14, 15, 16 and 17 of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Third Supplement to the Declaration of Condominium for Cambria Condominiums was recorded in the office of the County Recorder of Utah County, Utah on February 24, 2006 as Entry No. 22005:2006 at Pages 1-15 of the Official Records (the "Third Supplement").

Whereas, the related Condominium Plat Map(s) for Phases 11, 18, 19, 20 and 21 of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article III, Section 32(a) of the Declaration, Declarant reserved the right to unilaterally amend the Declaration for this purpose.

Whereas, this amendment affects the real property described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference, and does not adversely affect the rights of any Owner or Mortgagee.

Whereas, it is the intent of the Declarant to comply with the letter and spirit of the requirements of local, state and federal law; encourage compliance; and advance the concept of equal treatment for people with disabilities to the maximum extent possible and reasonable.

Whereas, this amendment is intended to provide a significant beneficial impact on family formation, maintenance or well-being, will offer more housing choices for families with members who have disabilities, may be beneficial to families that do not have members with disabilities; for example, accessible building entrances may benefit parents with children in strollers and also allow residents and visitors the convenience of using luggage or shopping carts easily; and will allow significant numbers of people to remain in Units as they age.

Whereas, unlawful discrimination includes a refusal to permit, at the expense of a handicapped person, reasonable modifications of existing premises occupied or to be occupied by that person, if modifications are necessary to afford the person full enjoyment of the premises.

Whereas, Declarant desires to amend the Declaration to reflect and comply with all of the requirements of the Fair Housing Acts/ADA and applicable building codes and standards.

AGREEMENT

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this Amendment to the Declaration of Condominium for Cambria Condominium.

1. Article III of the Declaration is hereby amended to add the following new Section:

50. Nondiscrimination Policy. The Declarant is committed to develop and operate this Project in accordance with the Utah Fair Housing Act and the Federal Fair Housing Act, and hereby pledges its support of the letter and spirit of U.S. and state policy for the achievement of equal housing opportunity. It is understood that all persons are entitled to equal protection of the law.

a. Handicapped Persons. Unlawful discrimination includes a refusal to permit, at the expense of a handicapped person, reasonable modifications of existing premises occupied or to be occupied by that person, if modifications are necessary to afford the person full enjoyment of the premises.

b. Fair Housing Acts/ADA. In order to satisfy the requirements of local building codes and ordinances, the state and federal Fair Housing Acts (collectively "Act"), and the applicable portions of the ADA, as they may be amended from time to time, for the handicapped, Declarant and, upon the termination of the Period of Declarant's Control, the Management Committee are hereby granted the unilateral right, authority and power to:

- 1) Make adjustments in the Project Documents;
- 2) Change, alter or modify the design and construction of the Units, Buildings, and/or Common Area and Facilities.

c. Examples. By way of illustration but not limitation, it is anticipated that design, construction, alteration and/or remodel may be required from time to time in order to make reasonable accommodations for the handicapped, to provide accessibility, accessible routes, adaptable dwelling units, entrances, finished grades, ground floors, slopes, stories, vehicular or pedestrian

arrival points, vehicular routes, recreational amenities, parking amenities, striping, mail box stations, ramps, signage, assistive devices, garbage receptacles, and so forth.

d. Costs Generally. All costs associated with work authorized by Section 50.2 above are to be borne by the Declarant and upon the termination of the Period of Declarant's Control, the Association, unless otherwise expressly noted in the subsections below.

1) Resident's Obligation. There are situations where a resident may require modifications to a Building, Unit or amenity which are necessary to make the property accessible for that person's particular type of disability. The resident will incur the cost of this type of modification, whether or not the property is part of a multi-family dwelling exempt from the accessibility requirements of the Act or ADA; provided, however:

a) Property Subject to Accessibility Requirements of the Act or ADA. For property subject to the accessibility requirements of the Act or ADA, the resident's costs will be limited to those modifications that were not covered by the design and construction requirements of the Act or ADA. (For example, the resident would pay for the cost of purchasing and installing grab bars.)

b) Property Not Subject to Accessibility Requirements of the Act or ADA. For property not subject to the accessibility requirements of the Act or ADA, the resident will pay the cost of all modifications necessary to meet his needs. (Using the grab bar example, the resident will pay both the cost of buying and installing the grab bars and the costs associated with the bathroom wall reinforcement.)

e. Reasonableness Standard. All modifications must be reasonable and designed and constructed in accordance with the applicable accessibility requirements of the local building codes and ordinances, Act and/or ADA.

f. Notice. Written notice of any proposed change shall be given to the Units and Unit Owners affected or to be affected at least thirty (30) days in advance.

1) Opportunity to be Heard. The Owners affected shall be given the opportunity to be heard before a final decision is made.

2) Final Decision. The decision of the Management Committee shall be binding, conclusive and final.

g. Authority to Promulgate Use Restrictions and Rules. The Management Committee is hereby granted the right, power and authority to unilaterally adopt, promulgate, modify, amend, change, repeal and enforce Fair Housing Rules to implement the terms, covenants, conditions and restrictions set forth in Article III, Section 50 of the Declaration.

1) Reasonableness. The Fair Housing Rules must be reasonable.

2) Fair Housing Rules. The term "*Fair Housing Rules*" shall mean and refer to the rules and regulations adopted by the Management Committee pursuant to Article III, Section 50 of the Declaration.

3) Conflict. In the event of any conflict, incongruity or inconsistency between the Fair Housing Rules and the Declaration, the latter shall in all respects govern and control.

4) Binding. All Units, Unit Owners and their family members, tenants, guests, visitors and invitees shall be bound by and subject to the Fair Housing Rules.

2. Amendment. Article III, Section 32 of the Declaration is hereby amended to add the following new subsections:

h. Declarant's Unilateral Right to Amend.

The Declarant alone reserves the right and may unilaterally amend the Declaration at any time and from time to time if such Amendment is:

1) Typographical Error. In the event the amendment is necessary to correct typographical errors or inadvertent omissions;

2) Compliance With Local, State or Federal Law. In the event the amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith;

3) Requested By The Fair Housing Acts/ADA. In the event and to such extent and with such

language as may be requested by the government agency administering the Fair Housing Acts or ADA:

a) Procedure. Any such amendment shall be effected by the recordation by Declarant of an Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency requesting the amendment and setting forth the amendatory language requested by such agency or institution; and

b) Conclusive Proof of Agency Request. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein; or

4) Title Insurance Requirement. In the event the amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Unit unless any such Owner shall consent thereto in writing.

i. Any Other Purpose. Further, prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

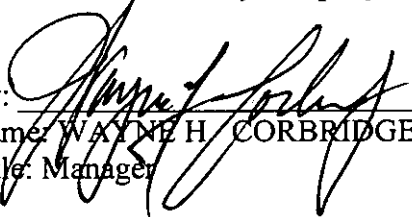
j. Intent. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment to the Declaration during the Period of Declarant's Control deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

3. Conflict. In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and any of the provisions of the Declaration, as amended, or Plat Map, the provisions of this Amendment shall in all respects govern and control.

4. Effective Date. The effective date of this Amendment to the Declaration is filed for record in the Office of the County Recorder of Utah County, Utah.

EXECUTED the 1 day of May, 2006.

CAMBRIA DEVELOPMENT, L.C.,
a Utah limited liability company

By: 
Name: WAYNE H. CORBRIDGE
Title: Manager

STATE OF UTAH)
)ss:
COUNTY OF UTAH)

On the 1 day of May, 2006, personally appeared before me WAYNE H. CORBRIDGE, who by me being duly sworn, did say that he is the Manager of CAMBRIA DEVELOPMENT, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its Members, and said WAYNE H. CORBRIDGE duly acknowledged to me that said Company executed the same.

Shelby N. Pintus
NOTARY PUBLIC
Residing At: Orem, UT
Commission Expires: 5-4-2008



**CAMBRIA CONDOMINIUM
LEGAL DESCRIPTION**

The land referred to in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

**CAMBRIA CONDOMINIUMS
LEGAL DESCRIPTION OF PLATS 1-10, INCLUSIVE**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B. & M., PLEASANT GROVE, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 19: THENCE S.89°44'08"W. A DISTANCE OF 1023.28 FEET ALONG THE SECTION LINE AND NORTH A DISTANCE OF 562.72 FEET TO THE REAL POINT OF BEGINNING.

THENCE WEST A DISTANCE OF 664.09 FEET; THENCE NORTH A DISTANCE OF 392.51 FEET; THENCE S.81°58'20"E. A DISTANCE OF 15.70 FEET; THENCE N.02°23'00"E. A DISTANCE OF 116.25 FEET; THENCE N.01°10'37"E. A DISTANCE OF 0.22 FEET; THENCE S.81°53'20"E. A DISTANCE OF 173.73 FEET; THENCE N.01°30'04"E. A DISTANCE OF 78.06 FEET; THENCE S.88°29'56"E. A DISTANCE OF 67.34 FEET; THENCE S.39°47'46"E. A DISTANCE OF 81.76 FEET; THENCE N.50°12'14"E. A DISTANCE OF 47.05 FEET; THENCE N.73°06'19"E. A DISTANCE OF 57.67 FEET; THENCE S.81°38'46"E. A DISTANCE OF 208.29 FEET; THENCE S.09°40'10"W. A DISTANCE OF 38.77 FEET; THENCE S.08°11'29"W. A DISTANCE OF 49.75 FEET TO A POINT OF CURVATURE OF A 6.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.42 FEET SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS S.36°48'31"E. A DISTANCE OF 8.49 FEET; THENCE S.81°48'31"E. A DISTANCE OF 54.98 FEET TO A POINT OF CURVATURE OF A 75.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 46.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°33'59" AND A CHORD THAT BEARS S.64°01'31"E. A DISTANCE OF 45.81 FEET; THENCE S.00°13'05"W. A DISTANCE OF 211.51 FEET; THENCE N.89°46'55"W. A DISTANCE OF 47.00 FEET; THENCE N.00°13'05"E. A DISTANCE OF 35.82 FEET; THENCE N.89°46'55"W. A DISTANCE OF 103.34 FEET; THENCE SOUTH A DISTANCE OF 120.22 FEET; THENCE S.54°06'41"E. A DISTANCE OF 64.46 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.32 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°53'19" AND A CHORD THAT BEARS S.72°03'21"E. A DISTANCE OF 30.81 FEET; THENCE EAST A DISTANCE OF 35.14 FEET; THENCE S.00°10'40"W. A DISTANCE OF 47.47 FEET TO THE POINT OF BEGINNING. CONTAINING 327,373 S.F. OR 7.52 ACRES.

**CAMBRIA CONDOMINIUMS
LEGAL DESCRIPTION OF ADDITIONAL LAND**

The land described in the foregoing document as "Additional Land" is located in Utah County, Utah and is described more particularly as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF SECTION 19,
TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B. & M., PLEASANT GROVE, UTAH,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE
SOUTHEAST CORNER OF SAID SECTION 19: THENCE S.89°44'08"W. A
DISTANCE OF 792.37 FEET ALONG THE SECTION LINE AND NORTH A
DISTANCE OF 3.64 FEET TO THE REAL POINT OF BEGINNING.

THENCE N.89°59'47"W. A DISTANCE OF 233.14 FEET; THENCE N.00°13'44"E. A
DISTANCE OF 558.00 FEET; THENCE N.00°10'40"E. A DISTANCE OF 47.47 FEET;
THENCE WEST A DISTANCE OF 35.14 FEET TO A POINT OF CURVATURE OF A
50.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE
NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.32
FEET SAID CURVE HAVING A CENTRAL ANGLE OF 35°53'19" AND A CHORD
THAT BEARS N.72°03'21"W. A DISTANCE OF 30.81 FEET; THENCE
N.54°06'41"W. A DISTANCE OF 64.46 FEET; THENCE NORTH A DISTANCE OF
120.22 FEET; THENCE S.89°46'55"E. A DISTANCE OF 103.34 FEET; THENCE
S.00°13'05"W. A DISTANCE OF 35.82 FEET; THENCE S.89°46'55"E. A DISTANCE
OF 47.00 FEET; THENCE N.00°13'05"E. A DISTANCE OF 211.51 FEET TO A
POINT OF CURVATURE OF A 75.00-FOOT RADIUS NON-TANGENT CURVE TO
THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A
DISTANCE OF 46.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF
35°33'59" AND A CHORD THAT BEARS N.64°01'31"W. A DISTANCE OF 45.81
FEET; THENCE N.81°48'31"W. A DISTANCE OF 54.98 FEET TO A POINT OF
CURVATURE OF A 6.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE
OF 9.42 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A
CHORD THAT BEARS N.36°48'31"W. A DISTANCE OF 8.49 FEET; THENCE
N.08°11'29"E. A DISTANCE OF 49.75 FEET; THENCE N.09°40'10"E. A DISTANCE
OF 38.77 FEET; THENCE N.81°38'46"W. A DISTANCE OF 208.29 FEET; THENCE
S.73°06'19"W. A DISTANCE OF 57.67 FEET; THENCE S.50°12'14"W. A
DISTANCE OF 47.05 FEET; THENCE N.39°47'46"W. A DISTANCE OF 81.76 FEET;
THENCE N.88°29'56"W. A DISTANCE OF 67.34 FEET; THENCE N.01°30'04"E. A
DISTANCE OF 54.43 FEET; THENCE N.82°45'43"W. A DISTANCE OF 174.18
FEET; THENCE N.01°10'37"E. A DISTANCE OF 134.86 FEET; THENCE
S.82°03'16"E. A DISTANCE OF 164.70 FEET; THENCE S.81°34'06"E. A DISTANCE
OF 483.77 FEET; THENCE S.89°56'02"E. A DISTANCE OF 228.94 FEET; THENCE
N.00°26'46"E. A DISTANCE OF 159.12 FEET; THENCE S.73°17'39"E. A
DISTANCE OF 396.88 FEET; THENCE S.16°42'21"W. A DISTANCE OF 224.33
FEET; THENCE S.73°17'39"E. A DISTANCE OF 200.00 FEET; THENCE
S.16°42'21"W. A DISTANCE OF 47.67 FEET; THENCE N.73°17'39"W. A DISTANCE

OF 36.00 FEET; THENCE S.16°42'21"W. A DISTANCE OF 185.33 FEET; THENCE S.73°17'39"E. A DISTANCE OF 56.15 FEET; THENCE S.16°46'40"W. A DISTANCE OF 121.27 FEET; THENCE S.20°17'42"E. A DISTANCE OF 132.39 FEET; THENCE N.73°17'39"W. A DISTANCE OF 493.13 FEET; THENCE S.00°03'58"W. A DISTANCE OF 680.62 FEET TO THE POINT OF BEGINNING. CONTAINING 707,807 S.F. OR 16.25 ACRES.

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LESS and EXCEPTING Plat Phases 1-10, inclusive, described more particularly as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B. & M., PLEASANT GROVE, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 19: THENCE S.89°44'08"W. A DISTANCE OF 1023.28 FEET ALONG THE SECTION LINE AND NORTH A DISTANCE OF 562.72 FEET TO THE REAL POINT OF BEGINNING.

THENCE WEST A DISTANCE OF 664.09 FEET; THENCE NORTH A DISTANCE OF 392.51 FEET; THENCE S.81°58'20"E. A DISTANCE OF 15.70 FEET; THENCE N.02°23'00"E. A DISTANCE OF 116.25 FEET; THENCE N.01°10'37"E. A DISTANCE OF 0.22 FEET; THENCE S.81°53'20"E. A DISTANCE OF 173.73 FEET; THENCE N.01°30'04"E. A DISTANCE OF 78.06 FEET; THENCE S.88°29'56"E. A DISTANCE OF 67.34 FEET; THENCE S.39°47'46"E. A DISTANCE OF 81.76 FEET; THENCE N.50°12'14"E. A DISTANCE OF 47.05 FEET; THENCE N.73°06'19"E. A DISTANCE OF 57.67 FEET; THENCE S.81°38'46"E. A DISTANCE OF 208.29 FEET; THENCE S.09°40'10"W. A DISTANCE OF 38.77 FEET; THENCE S.08°11'29"W. A DISTANCE OF 49.75 FEET TO A POINT OF CURVATURE OF A 6.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.42 FEET SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00" AND A CHORD THAT BEARS S.36°48'31"E. A DISTANCE OF 8.49 FEET; THENCE S.81°48'31"E. A DISTANCE OF 54.98 FEET TO A POINT OF CURVATURE OF A 75.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 46.56 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°33'59" AND A CHORD THAT BEARS S.64°01'31"E. A DISTANCE OF 45.81 FEET; THENCE S.00°13'05"W. A DISTANCE OF 211.51 FEET; THENCE N.89°46'55"W. A DISTANCE OF 47.00 FEET; THENCE N.00°13'05"E. A DISTANCE OF 35.82 FEET; THENCE N.89°46'55"W. A DISTANCE OF 103.34 FEET; THENCE SOUTH A DISTANCE OF 120.22 FEET; THENCE S.54°06'41"E. A DISTANCE OF 64.46 FEET TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.32 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 35°53'19" AND A CHORD THAT BEARS S.72°03'21"E. A DISTANCE OF 30.81 FEET; THENCE EAST A DISTANCE OF 35.14 FEET; THENCE S.00°10'40"W. A DISTANCE OF 47.47 FEET TO THE POINT OF BEGINNING. CONTAINING 327,373 S.F. OR 7.52 ACRES.