

**When Recorded, Mail To:**

Corporation of the Presiding Bishop of The  
Church of Jesus Christ of Latter-day Saints  
Attn: Real Estate Services Division (PN 500-1724)  
50 East North Temple  
Salt Lake City, Utah 84150

Tax Parcel No. \_\_\_\_\_  
Cross Reference Entry No. 71512: 2008

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
CONDITIONS AND RESTRICTIONS FOR EAGLE POINT PLAT "I"**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE POINT PLAT "I" (this "Amendment") is made by the undersigned Owners of all of the Lots located on EAGLE POINT PLAT "I" (each, an "Owner" and collectively, the "Owners").

A. On June 3, 2008, Buckeye Properties, L.L.C., as declarant ("Declarant"), executed a Declaration of Protective Covenants, Conditions and Restrictions for Eagle Point Plat "I" (the "Restrictive Covenants"), initially covering real property located in Utah County, Utah, more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the "Covered Property"). The Restrictive Covenants were recorded on June 20, 2008, as Entry No. 71512: 2008, in the Official Records of Utah County, Utah.

B. The Owners desire to withdraw certain real property from the Restrictive Covenants (the "Withdrawn Parcel") pursuant to the terms of this Amendment. The Withdrawn Parcel is more particularly described on Exhibit B, attached hereto and incorporated by reference herein.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Owners hereby agree to amend the Restrictive Covenants as follows:

1. Amendment. The Restrictive Covenants are hereby amended to provide that from and after the date of the recording of this Amendment in the official records of the Utah County Recorder, the Restrictive Covenants will not be applicable to the Withdrawn Parcel and the Withdrawn Parcel will no longer be encumbered by, or be subject to, the Restrictive Covenants, provided, however, if the Withdrawn Parcel ever ceases to be used for a period of twelve (12) consecutive months (i) for religious purposes, or (ii) as a municipal park, it shall automatically become subject to the Restrictive Covenants. In the event that the Withdrawn Parcel becomes subject to the Restrictive Covenants the owner thereof shall have the right, but not the obligation to subdivide the Withdrawn Parcel into a maximum of five (5) separate parcels

restoring the Withdrawn Parcel to its status prior to the vacation of Lots 6, 7, 8, 9 and 10 and the consolidation thereof into Lot 1.

2. Amendments. Any future amendment of the Restrictive Covenants will be effective upon the affirmative written approval of at least 67% of the Owners at the time of such vote. Any amendment shall be valid immediately upon recording of the document amending the Restrictive Covenants in the office of the County Recorder of Utah County, Utah.

4. Effect of Amendment on Restrictive Covenants. Except as explicitly amended hereby, the Restrictive Covenants are hereby ratified and confirmed in all respects and shall remain in effect in accordance with their original terms.

5. Capitalized Terms. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Restrictive Covenants.

6. Effective Date. This Amendment will take effect on the date this it is recorded at the office of the Utah County Recorder.

7. Counterparts. This Amendment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

8. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read this Amendment, (ii) he/she has authority to act for the entity designated below, (iii) he/she shall execute this Amendment acting in said capacity.

*[Signature page and acknowledgements follow]*

#### **COURTESY RECORDING**

**This document is being recorded solely as a courtesy and an accommodation to the parties named herein. Select Title Insurance Agency, Inc., hereby expressly Disclaims any responsibility or liability for the accuracy of the content thereof.**

**Exhibit A**

**[Legal Description of the Covered Property]**

The land referred to is located in Utah County, State of Utah, and is described as follows:

Lots 1 through 5 and Lots 11 through 109, inclusive, Plat I, EAGLE POINT SUBDIVISION, Eagle Mountain City, according to the official plat thereof on file and of record in the Utah County Recorder's Office, Utah County, State of Utah.

**Exhibit B**

**[Legal description of the Withdrawn Parcel]**

The land referred to is located in **Utah** County, State of **Utah**, and is described as follows:

Lot 1, Eagle Point Chapel, a resubdivision along with a vacation of Lots 6, 7, 8, 9 & 10 of Eagle Point Plat "I", Eagle Mountain City, Utah County, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office, Utah.

(38:432:0001)

**Buckeye Properties, L.L.C**



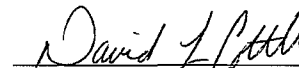
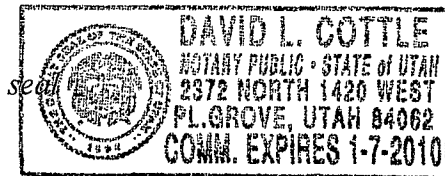
Scott L. Dunn, Manager

State of Utah )

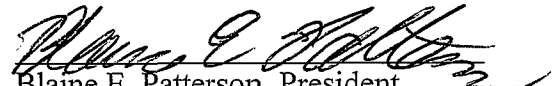
ss:

County of Utah )

On the 3<sup>rd</sup> day of February 2009, personally appeared before me Scott L. Dunn, who is manager of Buckeye Properties, L.L.C., who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Buckeye Properties, L.L.C pursuant to authority vested in him.

  
Notary Public

**PATTERSON HOMES INC**

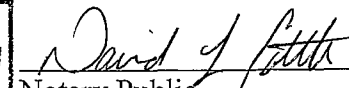
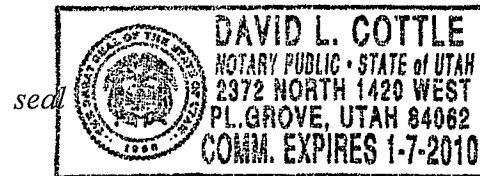
  
Blaine E. Patterson, President

State of Utah )

ss:

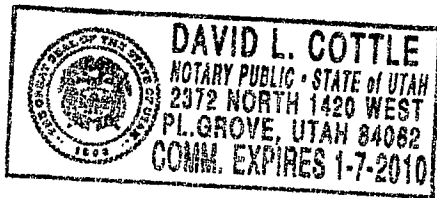
County of Utah )

On the 3<sup>rd</sup> day of February 2008, personally appeared before me Blair<sup>E</sup>. Patterson, who is President of Patterson Homes, Inc., who being by me first duly sworn did say that he executed the foregoing instrument in behalf of Patterson Homes, Inc. pursuant to authority vested in him.

  
Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

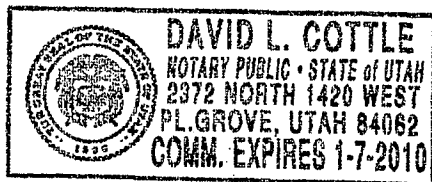
On this 29th day of January, 2009, personally appeared before me James Patterson, known or satisfactorily proved to me to be a Manager of Sunset Mountain Management, L.L.C., which entity is the General Partner of Eagle Point Properties Limited Partnership, and a Manager of the General Partner who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that such Manager of the General Partner executed the same in said limited partnership name.



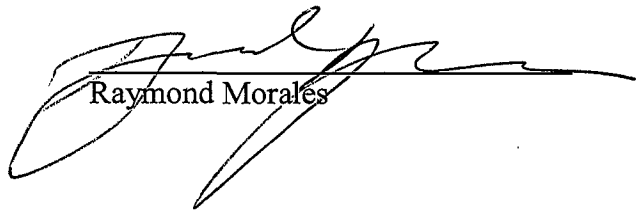
David L. Cottle  
NOTARY PUBLIC

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

On this 29th day of January, 2009, personally appeared before me Blaine Patterson, known or satisfactorily proved to me to be a Manager of Sunset Mountain Management, L.L.C., which entity is the General Partner of Eagle Point Properties Limited Partnership, and a Manager of the General Partner who subscribed said limited partnership name to the foregoing instrument, and acknowledged to me that such Manager of the General Partner executed the same in said limited partnership name.

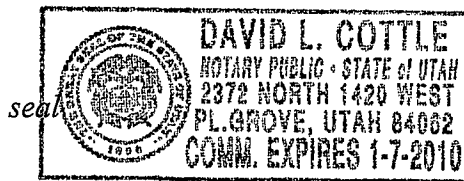


David L. Cottle  
NOTARY PUBLIC

  
Raymond Morales

State of Utah                    )  
  ss:  
County of Utah                 )

On the 29<sup>th</sup> day of January 2009, personally appeared before me Raymond Morales who being duly sworn did say that they are authorized to sign the above and foregoing instrument and acknowledge to me that they executed the same.

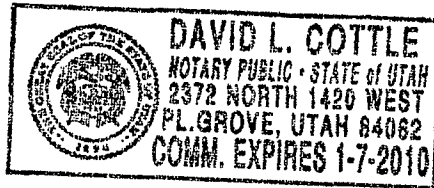


  
Notary Public

Michael R. Riley  
Michael R. Riley

State of Utah                    )  
  ss:  
County of Utah                 )

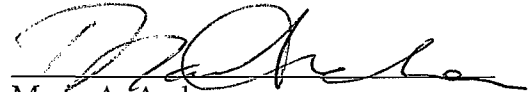
On the 28 day of January 2009, personally appeared before me Michael R. Riley who being duly sworn did say that he is authorized to sign the above and foregoing instrument and acknowledge to me that he executed the same.



David L. Cottle  
Notary Public

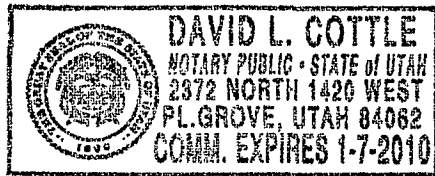


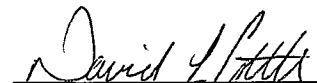
  
Derek Q. Anderson

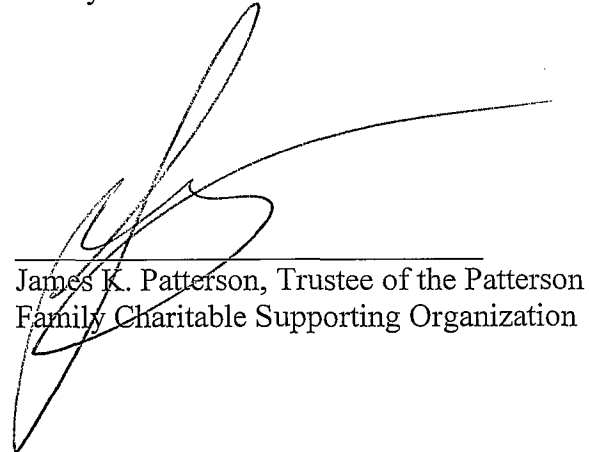
  
Maria A. Anderson

State of Utah                    )  
  ss:  
County of Utah                 )

On the 2<sup>nd</sup> day of February 2009, personally appeared before me Derek Q. Anderson and Maria A. Anderson who being duly sworn did say that they are authorized to sign the above and foregoing instrument and acknowledge to me that they executed the same.

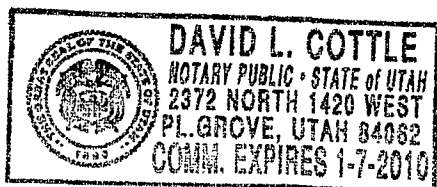


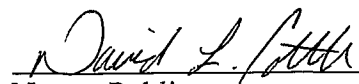
  
Notary Public

  
James K. Patterson, Trustee of the Patterson Family Charitable Supporting Organization

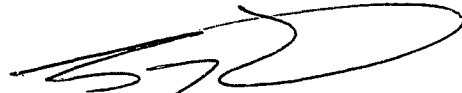
State of Utah                    )  
  ss:  
County of Utah                 )

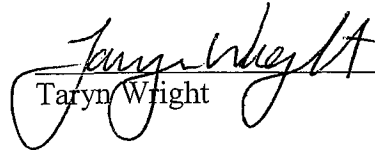
On the 29<sup>th</sup> day of January 2009, personally appeared before me James K. Patterson, Trustee of the Patterson Family Charitable Supporting Organization, who being duly sworn did say that he is authorized to sign the above and foregoing instrument and acknowledge to me that he executed the same.



  
Notary Public

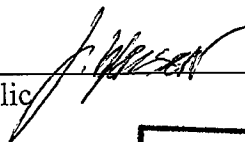
IN WITNESS THEREOF, the Owners have executed this Amendment to be effective as of the date and year this Amendment is recorded.

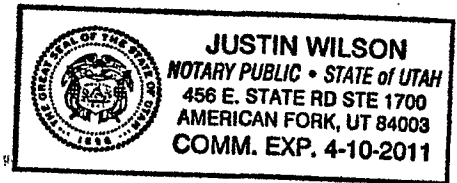
  
\_\_\_\_\_  
Tyler J. Wright

  
\_\_\_\_\_  
Taryn Wright

State of Utah                    )  
  ss:  
County of Utah                 )

On the 2 day of FEBRUARY 2009, personally appeared before me Tyler J. Wright and Taryn Wright who being duly sworn did say that they are authorized to sign the above and foregoing instrument and acknowledge to me that they executed the same.

\_\_\_\_\_  
Notary Public 



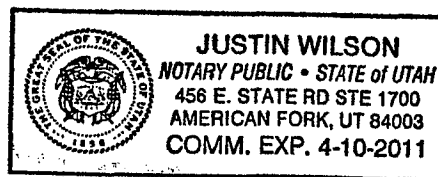
Charles N. Ashley  
Charles N. Ashley

Deanna L. Ashley  
Deanna L. Ashley

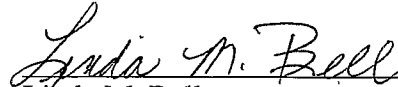
State of Utah                    )  
  ss:  
County of Utah                 )

On the 7 day of FEBRUARY 2009, personally appeared before me Charles N. Ashley and Deanna L. Ashley who being duly sworn did say that they are authorized to sign the above and foregoing instrument and acknowledge to me that they executed the same.

J. Wilson  
Notary Public




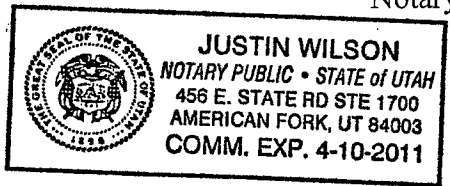
  
 \_\_\_\_\_  
 Keith G. Bell


  
 \_\_\_\_\_  
 Linda M. Bell

State of Utah )  
 ) SS:  
 County of Utah )

On the 2 day of FEBRUARY 2009, personally appeared before me Keith G. Bell and Linda M. Bell who being duly sworn did say that they are authorized to sign the above and foregoing instrument and acknowledge to me that they executed the same.

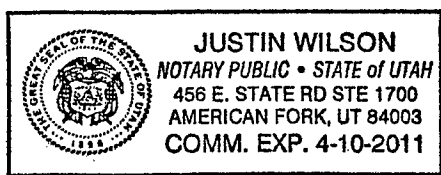
  
 \_\_\_\_\_  
 Notary Public

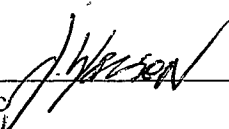


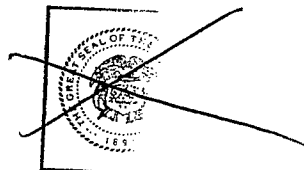
  
 \_\_\_\_\_  
 Richard D. Watson

State of Utah )  
 ) SS:  
 County of Utah )

On the 2 day of FEBRUARY 2009, personally appeared before me Richard D. Watson who being duly sworn did say that he is authorized to sign the above and foregoing instrument and acknowledge to me that he executed the same.



  
 \_\_\_\_\_  
 Notary Public



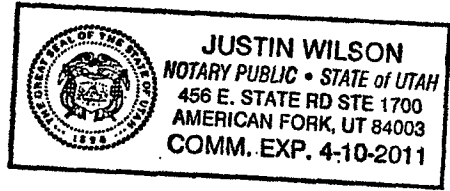
The Patterson Family Charitable Supporting Organization, u/a/d December 1, 2002

*[Handwritten Signature]*  
James K. Patterson, Trustee

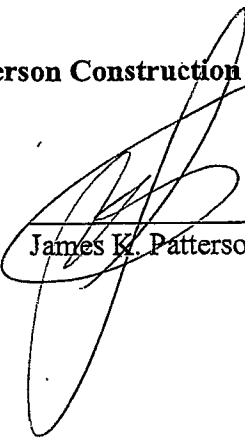
State of Utah )  
                  ) §  
County of Utah )

On this            day of February, 2009, personally appeared before me James K. Patterson, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that (he/she/they) (is/are) the Trustee(s) of The Patterson Family Charitable Supporting Organization, u/a/d December 1, 2002 and that said document was signed by Authority pursuant to the Agreement; that as Trustee(s), they have full authority to act in behalf of said Supporting Organization and acknowledged to me that (he/she/they) executed the same.

*[Handwritten Signature]*  
Notary Public



**Patterson Construction a dba of Dove Construction, Inc.**

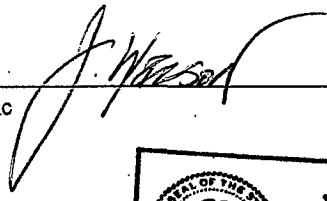



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James K. Patterson – President

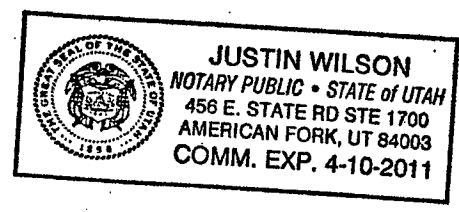
State of Utah            )  
                                   §  
 County of Utah         )

On this 4 day of February, 2009, personally appeared before me James K. Patterson, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that (he/she) is the President of Patterson Construction a dba of Dove Construction, Inc. and that said document was signed by (him/her) in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said James K. Patterson acknowledged to me that said Corporation executed the same.




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Notary Public



ACCEPTANCE BY LENDERS

Patterson Homes Inc. and Eagle Point Properties Limited Partnership, as lenders on the Covered Property hereby acknowledges that they have received a copy of the foregoing Amendment and consent to the terms and condition hereof, and to the Withdrawn Parcel being removed from the purview of the Restrictive Covenants, as set forth herein.

Dated: Jan 29th, 2009.

PATTERSON HOMES INC.,  
a Utah corporation

By: [Signature]  
Name: Blaine E. Patterson  
Its: President

EAGLE POINT PROPERTIES LIMITED  
PARTNERSHIP., a Utah limited partnership

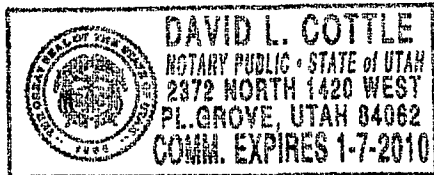
By: Sunset Mountain Management, LLC  
General Partner for Eagle Point Properties

By: [Signature]  
James Patterson, Manager

By: [Signature]  
Blaine Patterson, Manager

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

On this 29th day of January, 2009, personally appeared before me Blaine E. Patterson, known or satisfactorily proved to me to be the person who signed the foregoing instrument, and acknowledged to me that he is the President of PATTERSON HOMES INC., a Utah corporation, and acknowledged to me that said corporation executed the same.



[Signature]  
NOTARY PUBLIC