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ENT 20459:2010 PG 1 of 6
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Mar 12 1:48 pm FEE 65.00 BY ED
RECORDED FOR THE GABLES AT GRANDVIEW

SPACE ABOVE THIS LINE FOR RECORDER

**FOURTH AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
(with Owner Association Bylaws)
THE GABLES AT GRANDVIEW
PLANNED DEVELOPMENT**

Provo, Utah County, Utah

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENT for THE GABLES AT GRANDVIEW PLANNED DEVELOPMENT (this "**Amendment**") is made this 4th day of December, 2009 by the Gables at Grandview Planned Development Homeowners' Association, Inc., a Utah nonprofit corporation (the "**Association**"), with reference to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements, dated October 3, 2005 and recorded in the Utah County Recorder's Office on October 5, 2005 as Entry Number 113099:2005 (as amended to date, the "**Declaration**"), which Declaration is applicable to the real property located in Utah County, Utah, described on the attached **Exhibit A**. Unless the context clearly indicates a different meaning or unless otherwise defined herein, capitalized terms used herein shall have the respective meanings given them in the Declaration.

RECITALS

A. Pursuant to Section 14.06(b) of the Declaration, the Declaration may be amended upon receiving the vote or written consent of at least sixty percent (60%) of all outstanding Member votes.

B. Effective November 9, 2009, the Members of the Association have approved the adoption of this Amendment as required by the Declaration, and the Association now desires to

execute this Amendment and cause this Amendment to be recorded in the office of the Utah County Recorder to cause the Amendment to become effective.

AMENDMENT:

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Section 2.01 of the Declaration is hereby modified to include the following definition:

Pad Lot Yard shall mean the property in the apparent front, back and side yards surrounding a Unit located on a Pad Lot.

2. Section 3.03(b) of the Declaration is hereby amended and restated in its entirety to read as follows:

(b) The landscaping of the Pad Lot Yard associated with each Pad Lot in a manner that maintains such Pad Lot Yards in a good and attractive condition and state of repair and ensures compliance of each such Pad Lot with this Declaration and the Design Guidelines (as defined below); *provided, however*, that the cost of the maintenance of the landscaping of the Pad Lot Yards for all of the Pad Lots shall be borne by the Owners of the Pad Lots through Supplemental Assessments levied by the Association against the Pad Lots as set forth in Section 13.03. The Association's rights and duties under this subsection shall include the right to make all decisions related to the maintenance of the landscaping located on the Pad Lot Yards.

3. Section 5.04 of the Declaration is hereby amended and restated in its entirety to read as follows:

5.04 Preservation, Maintenance, and Repairs. Subject to those duties and responsibilities of the Association set forth in Section 3.03(b), each Owner shall, at such Owner's own cost, maintain such Owner's Unit in good condition and repair at all times. In the event of the damage or destruction of any Unit, the Owner of the Lot on which such Unit is situated shall either rebuild the same within a reasonable time or shall raze the remains thereof so as to prevent the unsightly appearance and dangerous condition of a partially destroyed building in the Project. The painting, remodeling, rebuilding, or modification of any Unit exteriors, including the modification of the landscaping of a Pad Lot Yard, or parts thereof must first be submitted to and approved by the Design Review Committee pursuant to its procedures. The repainting, remodeling, rebuilding, or modification of any Unit exterior, including the modification of the landscaping of a Pad Lot Yard, or parts thereof shall be performed by or at the direction of (and at the expense of) the Owners of the respective Lot, and all of such Units shall be maintained in a good

and attractive condition and state of repair and in compliance with this Declaration and the Design Guidelines. No Owner shall openly or wantonly neglect such Owner's Lot or Unit or fail to take all reasonable steps to keep the same in a good and attractive condition and state of repair at all times.

4. Section 13.01 of the Declaration is hereby amended and restated in its entirety to read as follows:

13.01 Assessments. The Association shall have the right to levy and collect Common Assessments, Supplemental Assessments, Special Assessments, Capital Improvement Assessments, and Specific Assessments as provided in this Article 13. The Board may require that payment of any such Assessments, except Specific Assessments, be made to, and collected by the Association in monthly or periodic bulk payments as directed by the Board in its discretion.

5. The first paragraph of Section 13.02 is hereby amended and restated in its entirety to read as follows:

13.02 Common Assessments. The Common Assessments levied by the Association shall be used to promote the common benefit, recreation and welfare of the Owners; to meet obligations imposed on, incurred or assumed by the Association; to cover costs, including overhead and administrative costs, for the operation of the Association; and the operation, management, preservation, maintenance, repair, and replacement of the Common Elements; *provided, however*, that Common Assessments shall not be used to meet the obligations imposed on the Association related to the maintenance or repair of the landscaping of the Pad Lot Yards. The Common Assessments may also be used to establish adequate Reserves for preservation, maintenance, repair, and replacement of the Common Elements. Common Assessments shall be levied against each Lot and Unit and the Owner thereof in accordance with Section 13.10 and shall be payable in 12 equal monthly installments, one such installment due on the first day of each calendar month during the fiscal year to which the assessment relates.

6. Section 13.03 of the Declaration is hereby amended and restated in its entirety to read as follows:

13.03 Supplemental Assessment. Supplemental Assessments shall be levied by the Association against the Pad Lots in the same manner as, according to the same terms and conditions applicable to, the Common Assessments, *provided* that Supplemental Assessments shall be used to meet the obligations imposed on the Association related to the maintenance and repair of the landscaping of the Pad Lot Yards. Supplemental Assessments shall be assessed at a uniform rate for all Pad

Lots. The intent of this Section 13.03 is to cause the Association to allocate and assess the expenses incurred (or expected to be incurred) by the Association related to the maintenance and repair of the landscaping of the Pad Lot Yards to the owners of the Pad Lots (and not the Owners of the Yard Lots) in the same manner as Common Assessments are calculated and assessed for the other expenses related to the Common Elements (including assessing and collecting amounts to be held as Reserves), and this Section 13.03 shall be interpreted and applied in a manner consistent with such intent.

7. The first sentence of Section 13.07 is hereby amended and restated in its entirety to read as follows:

13.07 Creation of Lien and Personal Obligation of Assessment. Each Owner of any Lot or Unit, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agreement to pay to the Association all Common Assessments, Supplemental Assessments, Special Assessments, Capital Improvement Assessments and Specific Assessments levied as provided herein.

8. The first sentence of Section 13.16 is hereby amended and restated in its entirety to read as follows:

13.16 Remedies for Non-payment of Assessments. Any installment of a Common Assessment, Supplemental Assessment, Special Assessment, Capital Improvement Assessment, or Specific Assessment not paid within 10 days after the due date shall bear interest from the due date of such installment to the date paid at the rate of twelve percent (12%) per annum.

9. Except as modified by this Amendment, the Declaration shall remain in full force and effect and shall be interpreted in a manner consistent with this Amendment. In the event of any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control.

[Remainder of Page Intentionally Left Blank]

WITNESS the hand of the President and Secretary of The Gables at Grandview Planned Development Homeowners' Association, Inc., hereto on the first day written above, acknowledging, affirming, and certifying that the foregoing constitutes an Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservations for The Gables at Grandview Planned Development, as duly approved and adopted pursuant to Section 14.06 of the Declaration on or about November 9, 2009

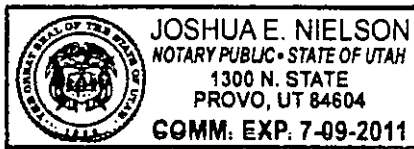
THE GABLES AT GRANDVIEW PLANNED DEVELOPMENT HOMEOWNERS' ASSOCIATION, INC.

By: James M. Steel
President

By: Janet P. Heumann
Secretary

STATE OF UTAH)
) :SS
COUNTY OF UTAH)

I HEREBY CERTIFY that on this 11 day of March, 200~~9~~¹⁰, before me, a Notary Public of the State of Utah, personally appeared James M Steel and Janet P. Heumann, known to me or suitably proven, who acknowledged themselves to be the President and Secretary, respectively, of The Gables at Grandview Planned Development Homeowners' Association, Inc., who acknowledged to me that they signed the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions as the act and deed of the Gables at Grandview Planned Development Homeowners' Association, Inc.



[Signature]
Notary Public

EXHIBIT A

Beginning at a point which is located South 00°32'42" East along the quarter Section line 5.28 feet from the North quarter corner of Section 35, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

Thence South 00°32'42" East along the quarter Section line 884.10 feet;

Thence South 89°27'18" West 28.00 feet;

Thence South 80°25'28" West 238.22 feet;

Thence North 89°26'45" West 264.33 feet;

Thence North 81°02'57" West 281.00 feet; Thence North 08°57'03" East 5.05 feet;

Thence North 02°11'15" West 111.27 feet;

Thence North 25°52'43" West 170.18 feet;

Thence North 42°09'04" West 208.71 feet; Thence North 39°26'48" East 8.44 feet;

Thence North 37°48'16" East 95.11 feet;

Thence North 45°30'21" East 67.92 feet;

Thence North 39°43'38" East 48.61 feet;

Thence North 37°25'43" East 118.47 feet; Thence North 40°08'55" East 92.10 feet;

Thence North 31°31'32" East 108.83 feet;

Thence North 26°57'21" East 31.15 feet;

Thence North 89°49'48" East 668.60 feet to the point of beginning.

Area contained: 17.6833 acres or 770,285 s.f.