

**AMENDMENT AGREEMENT OF STEEPLECHASE SUBDIVISION
COVENANTS AND BUILDING RESTRICTIONS**

We, the undersigned, fee title owners of that real property located in Orem, Utah County, Utah, and legally described as set forth on Exhibit "A," attached hereto and made a part hereof by this reference, do hereby make the following amendment, agreement and declaration regarding the covenants and building restrictions of the Steeplechase Subdivision.

The property herein is subject to the Steeplechase Subdivision Covenants and Building Restrictions dated the 10 day of May, 1985. It is the desire of the title owners of the subject property herein to amend and modify said Covenants and Building Restrictions to provide as follows:

1. The owners agree to the sale and conveyance of a parcel of property of the Steeplechase Subdivision to the Church of Jesus Christ of Latter-day Saints for the building of a church and religious facility.

2. The owners herein, by the execution of this agreement, grant all right and authority to LaVell Swenson or Garn Swenson to enter into an agreement for the sale and conveyance of the property to the Church of Jesus Christ of Latter-day Saints for building of the subject church.

3. The undersigned hereby waive, amend, and modify all of the covenants and building restrictions applicable to the Steeplechase Subdivision as they apply regarding the building of said church. The undersigned herein make exception to the covenants and building restrictions of the Steeplechase Subdivision and agree to the building of a church by the Church of Jesus Christ of Latter-day Saints.

4. The undersigned herein agree that the subject property shall be reviewed and approved by the Architectural Control Committee, a body of property owners of the Steeplechase Subdivision, duly nominated and elected to serve as such.

ENT 21798 BK 2704 PG 723
NINA B REID UTAH CO RECORDER BY AT
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RECORDED FOR PROVO LAND TITLE COMPANY

5. The undersigned herein agree to the building of a church building and religious facilities by the Church of Jesus Christ of Latter-day Saints with plans, specifications, and details of the said church; and the undersigned waive any and all rights of approval, disapproval, complaint, restriction, or cause regarding the approval or disapproval of specifications, plans and details of said building facilities.

6. Attached hereto and labeled Exhibit "B" is a schematic copy of the legal description and parcel of property proposed for sale to the Church of Jesus Christ of Latter-day Saints, as of this date; the sale of which, and modification of any legal description therein, is approved by the undersigned for those purposes as set forth under this agreement.

7. Each of the undersigned herein acknowledge that they have read the Steeplechase Subdivision Covenants and Building Restrictions, that they understand the same, that they have read and understand this amendment agreement, that they waive any and all damages, rights, and/or causes of action regarding this amendment, that they approve the sale of the subject property to the Church of Jesus Christ of Latter-day Saints for the building of a church, that they make exception to the Covenants and Building Restrictions for said purpose, that they have inspected the property subject to said sale, and that they agree to the amendment of said Restrictions for said purpose.

8. Except for the building of the church facilities on the subject property by the Church of Jesus Christ of Latter-day Saints, all other covenants and building restrictions heretofore entered by the parties shall apply and shall be binding upon any grantee, his heirs, executors, administrators and assigns.

9. This amendment is made in consideration of the object, purpose, and promise of securing the building of the subject church on the property, it being acknowledged by each of the owners herein that the building of a church on the

subject property would greatly enhance the value of the property of each of the respective, individual property owners. Each of the owners herein, therefore, agree to the sufficiency and adequacy of the consideration for this amendment.

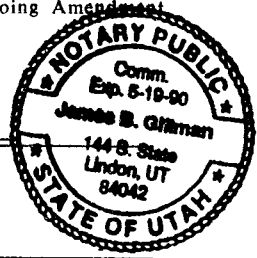
WITNESS the signature of each of the undersigned owners of the property described herein, this 29th day of November, 1989.

Erma Jarman Swenson
ERMA JARMAN SWENSON, Trustee of the Swenson Family Revocable Trust, dated May 10, 1985

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 29th day of November, 1989, there personally appeared before me Erma Jarman Swenson, Trustee of the Swenson Family Revocable Trust dated May 10, 1985, who duly acknowledged to me that she executed the foregoing Amendment Agreement for and on behalf of said trust.

James B. Gillman
NOTARY PUBLIC
Residing at: Lindon, UT



My Commission Expires: 5-19-90

OWNERS:

James E. King
James E. King
(Lot 2, Plat B)
Jacketta S. King
Jacketta S. King
(Lot 2, Plat B)
Russ O. Aiken

Leon Aiken
Leon Aiken
(Lot 4, Plat "A")
Lianne G. Aiken
Lianne G. Aiken
(Lot 4, Plat "A")
Hershel S. Crosby
3

Robert Madison
Allen J. Langford
Steve Wirth
Robert Young
Linda M. Whiting
Jesse K. May
Jon M. Stanley

Walter D. Madison
Linda Langford
Scott A. Mackay
Lara J. Mackay
Sherril D. Young
R. Barry May
Debra Stanley

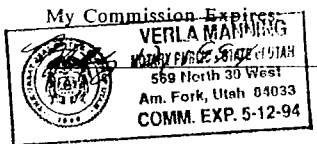
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

ENT21798 BK 2704 PG 726

On the 26 day of June, 1990 personally appeared before me
the above signed
who duly acknowledged to me that they executed the foregoing Amendment Agreement
as fee title owners to the subject property of said Amendment Agreement.

Verla Manning
NOTARY PUBLIC

Residing at:
Archer Fork



Michael Anderson _____

Thomas J. Anderson _____

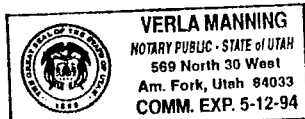
Deanne R. Davis _____

Wayne R. Davis _____

STATE OF UTAH

COUNTY OF UTAH

On the 27 day of June 1990, personally
appeared before me *the above signed*
who duly acknowledged to me that they executed the foregoing
Amendment Agreement as fee title owners to the subject property
of said Amendment Agreement.



My Commission Expires:

May 12, 1994

Verla Manning
NOTARY PUBLIC

Residing at:

Am. Fork, Utah

Just Eric Anthony

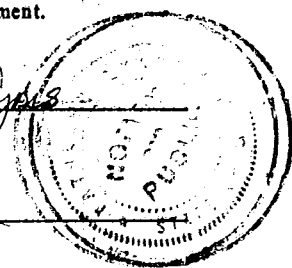
ENT21798 BK 2704 PG 728

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 25th day of June, 1990, personally appeared before me
Just Eric Anthony
who duly acknowledged to me that they executed the foregoing Amendment Agreement
as fee title owners to the subject property of said Amendment Agreement.

My Commission Expires:
10-12-90

Kathleen Dyer
NOTARY PUBLIC
Residing at:
Orion, Utah



ARCHITECTURAL CONTROL COMMITTEE
OF STEEPLECHASE SUBDIVISION

Garn Swenson
BY: GARN SWENSON

LaVell Swenson
LAVELL SWENSON

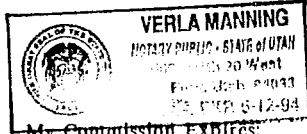
MARY JO SWENSON

Wayne R. Luck
WAYNE R. LUCK

Jean Tanner
JEAN TANNER

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 27 day of December, 1989, personally appeared before me Garn Swenson, LaVell Swenson, ~~Mary Jo Swenson~~, Wayne R. Luck and Jean Tanner, who duly acknowledged to me that they executed the foregoing Amendment Agreement as the ~~Majority of the~~ Majority of the Architectural Control Committee of the Steeplechase Subdivision.



My Commission Expires:
May 12, 1990

Verla Manning
NOTARY PUBLIC

Residing at:
Union Park, Utah

EXHIBIT "A"

STEPPLE CHASE COVENANTS AND RESTRICTIONS

EXHIBIT "A"

Commencing at a point located South 89°54'36" East along the one-quarter Section line 1380.88 feet and North 83.35 feet from the West one-quarter corner of Section 2, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 10.00 foot radius curve to the left 18.87 feet (chord bears North 44°44'06" East 14.26 feet); thence along the arc of a 100.00 foot radius curve to the left 28.81 feet (chord bears North 8°55'21" West 28.61 feet); thence along the arc of a 146.00 foot radius curve to the right 41.77 feet (chord bears North 8°55'21" West 41.63 feet); thence North 0°43'58" West 70.14 feet; thence North 89°23'53" West 100.01 feet; thence North 1°02'45" West 304.88 feet; thence North 1°58'57" East 88.43 feet; thence North 1°01'53" West 447.79 feet; thence North 1°55'21" West 289.93 feet; thence North 1°07'25" East 117.84 feet; thence North 8°33'20" West 28.65 feet; thence along the Murdoch CAAA1 as follows: along the arc of a 640.00 foot radius curve to the right 62.79 feet (chord bears South 36°13'14" East 62.77 feet), South 33°27'12" East 160.10 feet, along the arc of a 190.00 foot radius curve to the right 86.10 feet (chord bears South 24°23'27" East 86.88 feet), South 15°19'42" East 200.00 feet, along the arc of a 360.00 foot radius curve to the left 122.63 feet (chord bears South 25°05'12" East 122.04 feet), South 34°50'42" East 177.40 feet, along the arc of a 360.00 foot radius curve to the left 185.46 feet (chord bears South 49°38'12" East 182.42 feet), South 84°21'42" East 235.80 feet, along the arc of a 440.00 foot radius curve to the right 111.27 feet (chord bears South 57°07'01" East 110.98 feet); thence South 0°13'00" West 428.50 feet; thence North 89°48'13" West 871.22 feet to the point of beginning.

AREA = 13.311 ACRES

Description of property to be acquired from the Swenson Family.

Commencing North 0 degrees 38 minutes 36 seconds West along the section line 1081.79 feet and West 1277.33 feet from the West Quarter corner of Section 2, Township 6 South, Range 2 East Salt Lake base and Meridian. Thence South 89 degrees 45 minutes 14 seconds East 174.81 feet; thence along existing fence as follows: North 19 degrees 27 minutes 32 seconds West 149.14 feet, North 29 degrees 23 minutes 36 seconds West 43.30 feet, North 34 degrees 47 minutes 23 seconds West 149.14 feet, South 5 degrees 44 minutes 29 seconds East 41.75 feet, South 1 degrees 07 minutes 07 seconds West 117.82 feet, South 1 degrees 45 minutes East 218.05 feet to beginning. Area 0.889 acres.



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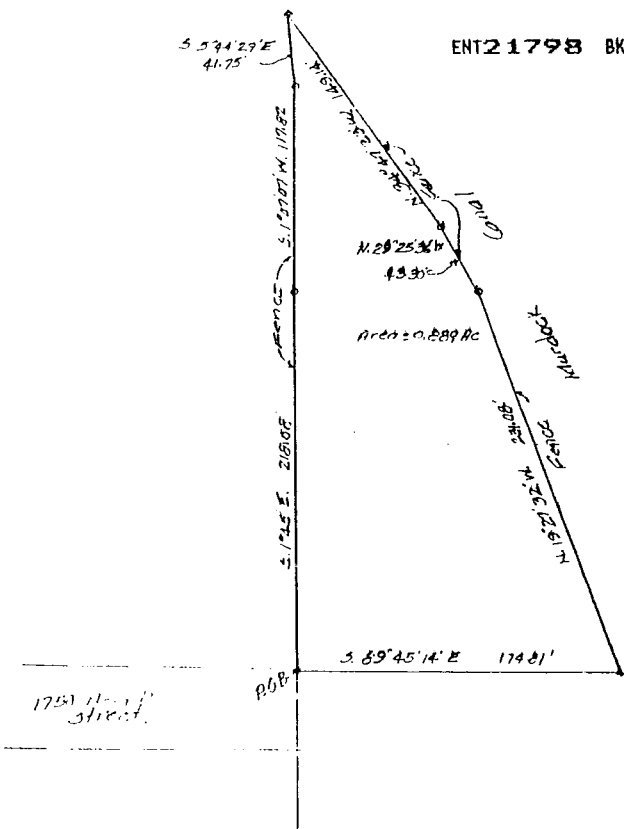


EXHIBIT "B"

I, D. ECCLES CAMERON, PRVDO, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 1189, ISSUED BY THE LAWS OF THE STATE OF UTAH, AND I HAVE MADE A SURVEY OF THE ABOVE DESCRIBED PROPERTY.

D. Eccles Cameron

D. ECCLES CAMERON, REGISTERED LAND SURVEYOR, CERTIFICATE NO. 1189

SECTION	TOWNSHIP	RANGE	COUNTY	STATE
2	6S	2E	8th	UTAH

D. ECCLES CAMERON		EXHIBIT 708
REGISTERED LAND SURVEYOR		Swenson Family Property
PRVDO.	CERTIFICATE NO. 1189	UTAH