
**AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
DAVENCOURT AT PILGRIMS LANDING**

This Amendment to the Declaration of Easements, Covenants Conditions and Restrictions, ("Declaration") is made on the date evidenced below by the Davencourt at Pilgrims Landing Townhome Owners Association ("Association").

RECITALS

A. Certain real property in Utah County, Utah, known as Davencourt at Pilgrims Landing was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded as Entry No. 124918, Book 4882 Page 887, records of Utah County'

B. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto;

C. Due to the necessity of collecting assessments in a timely and effective manner, this amendment is intended to provide additional collection remedies as expressly provided for under Utah law;

D. Pursuant to Article XIV, Section 14.02 of the Declaration and Bylaws, the Board of Trustees hereby certifies that votes representing at least sixty percent (60%) of all membership votes affirmatively approved this Amendment.

NOW, THEREFORE, the Association, by and through its Board of Trustees, hereby amends the Declaration to add the following two sub-sections to Article XIII of the Declaration.

13.16. Future Lease Payments. In addition to any other remedies provided for in this Declaration, if the Owner of a Lot who is leasing the Lot fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board, upon compliance with this Section, may demand that the tenant pay to the Association all future lease payments due to the Owner,

beginning with the next monthly or other periodic payment, until the amount due to the Association is paid. The Manager or Board shall give the Owner written notice of its intent to demand full payment from the tenant under this Section.

The notice shall: (i) provide notice to the tenant that full payment of the remaining lease payments will begin with the next monthly or other periodic payment unless the assessment is received within the time period provided in the Restated and Amended Declaration, Bylaws, or Association Rules; (ii) state the amount of the assessment due, including any interest or late payment fee; (iii) state that any costs of collection, not to exceed One Hundred Fifty Dollars (\$ 150.00), and other assessments that become due may be added to the total amount due; and (iv) provide the requirements and rights described in this Section.

If the Owner fails to pay the assessment due by the date specified in the notice, the Manager or Board may deliver written notice to the tenant that demands future payments due to the Owner be paid to the Association pursuant to this Section. The Manager or Board shall mail a copy of the notice to the Owner. The notice provided to the tenant under this Section shall state: (i) that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the intent of the Board to collect all lease payments due to the Association; (ii) that until notification by the Association that the assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this Section v/ill not constitute a default under the terms of the lease agreement.

If a tenant makes payments in compliance with this Section, the Owner may not initiate an action against the tenant. All funds paid to the Association pursuant to this Section shall be: (i) deposited in a separate account; and (ii) disbursed to the Association until the assessment due, together with any cost of administration which may not exceed Twenty-Five Dollars (\$25.00), is paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association. Within five (5) business days after payment in full of the assessment, including any interest or late payment fee, the Manager or Board shall mail a copy of such notification to the Owner.

13.17. Discontinuance of Common Utility Service and Suspension of Common Facility Use. In addition to any other remedies provide for in this Declaration, if the Owner fails or refuses to pay an assessment when due, the board may, after giving notice and an opportunity to be heard as provided for below, terminate an Owner's right:

- (a) to receive utility services paid as a common expense; and
- (b) of access and use of recreational facilities.

Before terminating utility services or right of access and use of recreational facilities, the Manager or Board shall give written notice to the Owner in the manner provided in the Bylaws. The notice shall inform the Owner (i) that utility service or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within thirty (30) days; (ii) of the amount of the assessment due, including any interest or late payment fee; and (iii) of the right to request a hearing as provided for in this Section. An Owner who is given notice may request an informal hearing to dispute the assessment by submitting a written request to the Board within fourteen (14) days after the date on which the Owner receives the notice. The hearing shall be conducted by the Board in accordance with the standards provided in the Bylaws. If a hearing is requested, utility services or right of access and use of recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered. Upon payment of the assessment due, including any interest or late payment fee, the Manager of Board shall immediately take action to reinstate the terminated utility services and right of access and use of recreational facilities.

IN WITNESS WHEREOF, THE ASSOCIATION has executed this Amendment to the Declaration as of the 4th day of December, 2009, in accordance with Article XIV of the Declaration and Bylaws.

[notary follows on the next page]

DAVENCOURT AT PILGRIMS LANDLING OWNERS ASSOCIATION

[Signature]

President

Shanna Coleman

Secretary

STATE OF UTAH)

:SS

County of Utah)

On the 4 day of Dec. 2009, personally appeared before me

Susan Brown and Shanna Coleman

who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Trustees; and each of them acknowledged said instrument to be their voluntary act and deed.

[Signature]
Notary Public for Utah

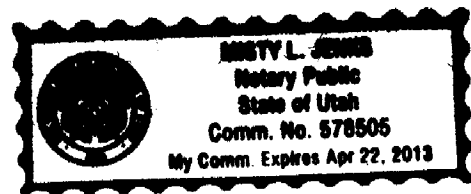


EXHIBIT A
LEGAL DESCRIPTION
OF
DAVENCOURT AT PILGRIMS LANDING
A Planned Unit Development
(Expandable)

Located in Lehi City, Utah County, Utah:

Including all of Lots 1-145, more particularly described as follows:

BOUNDARY DESCRIPTION

Commencing at the South Quarter Corner of Section 25. Township 4 South, Range 1 West. Salt Lake Base and Meridian; said point being the POINT of BEGINNING;
 thence N 89° 51' 26" W 1173.75 feet,
 thence N 6° 24' 56" E 212.94 feet,
 thence N 64° 26' 00" E 239.83 feet,
 thence N 20° 44' 40" W 159.91 feet,
 thence N 2° 38' 16" E 146.34 feet.
 to a point on a curve.
 having a radius of 15.00 feet and a central angle of 87° 8' 19".
 thence along the arc of said curve a distance of 22.86 feet, said arc subtended by a chord bearing N 46° 17' 25" E, a distance of 20.71 feet.
 thence S 0° 03' 26" E 3.00 feet,
 to a point on a curve,
 having a radius of -331.00 feet and a central angle of 43° 07' 07"
 thence along the arc of said curve a distance of 249.10 feet, said arc subtended by a chord bearing N 68° 23' 01" E, a distance of 243.25 feet.,
 thence S 47° 15' 20" E 421.16 feet,
 thence N 89° 47' 15" E 433.78 feet,
 thence S 0° 05' 28" W 430.44 feet,
 and the POINT OF BEGINNING.

Containing 12.856 acres, more or loss.

Basis of Bearing is N89° 51' 26" w along the section line between the South Quarter Corner and the Southwest Quarter Corner of Section 25.,