

WHEN RECORDED, RETURN TO:

Larry Lindstrom
Leisure Villas, Inc.
1923 North 300 East
Lehi, Utah 84095

ENT 50167:2009 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 May 06 3:34 pm FEE 30.00 BY SS
RECORDED FOR SPRINGVILLE CITY CORPORATIO

**THIRD AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
SPRINGBROOK VILLAS CONDOMINIUMS,
A SENIOR LIVING CONDOMINIUM PROJECT (EXPANDABLE)
(ANNEXATION OF PHASE II-E)**

This Third Amendment to Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) (Annexation of Phase II-E) (this "Third Amendment") is made and entered into pursuant to the provisions of the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) (Phase I), as described in Recital A hereof, and the provisions of the Utah Condominium Ownership Act, Utah Code Annotated §§ 57-8-1 through 57-8-40, as amended (the "Act"), by Leisure Villas, Inc., a Utah corporation.

RECITALS

A. On May 4, 2006, LaConte, L.C., a Utah limited liability company ("LaConte") recorded with the Recorder of Utah County, Utah, that certain Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) (Phase I), as Entry No. 54681:2006 (the "Declaration"). On May 4, 2006, in connection with the recording of the Declaration, LaConte also recorded with the Recorder of Utah County, Utah, that certain Condominium Plat "A", Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable), as Entry No. 54679:2006 with a Map Filing No. of 11627 (the "Plat").

B. On June 24, 2008, LaConte assigned its rights as the original declarant under the Declaration to Leisure Villas, Inc. ("Declarant") by way of that certain Assignment of Declarant's Rights, Springbrook Villas Condominiums, recorded June 25, 2008 with the Recorder of Utah County, Utah, as Entry No. 73322:2008, as amended.

C. Declarant recorded with the Recorder of Utah County, Utah, that certain First Amendment to Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) (Annexation of Phase II-C) (the "First Amendment") and that certain Condominium Plat "C", Being a Vacation of Springbrook Villas Condominiums Plat "B",

Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) ("Plat C").

D. Declarant recorded with the Recorder of Utah County, Utah, that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) (Annexation of Phase II-D) (the "Second Amendment") and that certain Condominium Plat "D", Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) ("Plat D").

E. In connection with the recording of this Third Amendment Declarant has recorded with the Recorder of Utah County, Utah, that certain Condominium Plat "E", Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) ("Plat E"). Plat E constitutes a "Supplemental Plat" in accordance with section 6.2.11 of the Declaration.

F. Pursuant to Section 6.2 of the Declaration, Declarant reserves the option to expand the Project without the prior consent of the Unit Owners, the Management Committee or Mortgagees (the "Option to Expand") for a period up to seven (7) years after recordation of the Declaration, to include the Additional Land and Phase II in the Project. Phase II will be developed in increments as Phases II-C, II-D, II-E, II-F, II-G, II-H, II-I and II-J.

G. Declarant desires to exercise its Option to Expand by adding to the Project the Additional Land described in Exhibit "B" and identified in Plat E. Declarant shall be the Owner of that portion of the Additional Land annexed by the exercise of the Option to Expand.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Third Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this Third Amendment.

2. Exercise of Option to Expand. Declarant hereby exercises its Option to Expand the Project pursuant to Section 6.2 of the Declaration, and adds to the Project the Additional Land described in Exhibit "B" as more particularly set forth in Plat E, together with the improvements located thereon or to be located thereon, to become part of the Project as Units, Common Areas and Facilities, Limited Common Areas and Facilities and other improvements that may be created in Phase II-E in accordance with the Declaration. Developer declares that from and after the date set forth below, Phase II-E is now subject to, and governed by, the provisions of the Declaration and any amendments or supplements thereto.

3. Amended Project Subject to the Declaration. Declarant declares that from and after the recordation of this Third Amendment and Plat E, the Project shall consist of all the real property described in the amended Exhibit "A" attached to this Third Amendment, as well as all of the Units, Common Areas and Limited Common Areas set forth in the Plat, Plat C, Plat D and Plat E. Accordingly, the legal description of the Property set forth in Exhibit "A" to the Declaration is hereby amended in its entirety to be the description of the Property set forth in Exhibit "A" to this Third Amendment, which is incorporated herein by this reference. All of

such property is now subject to, and governed by, all of the provisions, covenants, restrictions, easements, liens and charges of the Declaration and any amendments or supplements thereto, and shall be held, transferred, sold, conveyed and occupied subject to the Declaration. The property depicted on Plat E as Additional Land is not submitted to, nor governed by, the provisions of the Declaration or this Third Amendment, or any amendments or supplements thereto or hereto. The Additional Land shall not be subject to assessments or any other obligations under the Declaration or this Third Amendment. Moreover, title to the Additional Land shall remain vested in and held by Declarant, and none of the Owners, nor the Association, the Management Committee, or any other person or entity having any right or interest in all or any portion of the Project shall have any claim, occupancy rights or title to or interest in the Additional Land.

4. Reallocation of Undivided Interests. In accordance with Section 6.1.12 of the Declaration, the undivided interests in the Common Areas shall be equal for all Units in the Project. From and after the date of recordation of this Third Amendment, each Unit in the Project shall heretofore have a 1/86 undivided interest in the Common Areas.

5. Compliance with Sections 6.2.3 and 6.2.4. In accordance with Section 6.2.3 of the Declaration, Phases II-C through II-J constitute a single Phase II, notwithstanding that such phases will be developed through a series of Supplemental Plats and Amendments ("Phase II Documents"). In accordance with Section 6.2.4 of the Declaration, the Project will be expanded all at once to include the Additional Land through the consecutive recordation of the Phase II Documents.

6. Declaration Remains in Effect. This Third Amendment and Plat E shall be considered supplemental to the Declaration and the Plat. Except as expressly amended by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Third Amendment or Plat E. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the provisions of the Third Amendment and the Declaration, this Third Amendment shall control.

7. Authority of Declarant. Declarant hereby certifies that Declarant may execute this Third Amendment without the consent or signature of any other person (including any Owner or the Association) pursuant to Section 6.2 of the Declaration.

9. No Waiver. No failure or delay on the part of Declarant in exercising any right, power or remedy under the Condominium Documents in connection with the Project shall operate as a waiver thereof.

10. Effective Date. This Third Amendment shall be effective as of the date of its recordation in the real property records of the Official Records of Utah County, Utah.

11. Authority to Execute Additional Documents. Declarant reserves the unilateral and exclusive right to execute and deliver such additional documents and do such other acts as may be reasonably necessary to fully implement the intent of this Third Amendment and to perfect and preserve the rights and interests of Declarant hereunder and the priority thereof.

[Signatures on Following Page]

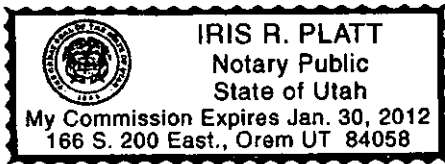
IN WITNESS WHEREOF, this Third Amendment is hereby executed this 11 day of March, 2009.

LEISURE VILLAS, INC.,
a Utah corporation

By: [Signature]
Name: Larry Lindstrom
Its: President

STATE OF Utah)
COUNTY OF Utah) :SS

The foregoing instrument was acknowledged before me this 11th day of March, 2009, by Larry Lindstrom, the President of Leisure Villas, Inc., a Utah corporation.



Iris R Platt
NOTARY PUBLIC
Residing at: Orem, ut

My Commission Expires: Jan 30/2012

**LENDER CONSENT AND SUBORDINATION AGREEMENT
(LaConte, L.C.)**

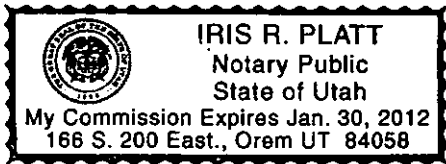
The undersigned, LaConte, L.C., a Utah limited liability company ("Lender"), is the holder of that certain Trust Deed with Assignment of Rents dated February 15, 2007, recorded February 15, 2007, as Entry No. 23676:2007 in the official records of Utah County, Utah, together with related loan documents (the "Lender Trust Deed") which constitutes a lien of record against the property described in the Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) (Phase I), as amended by the Third Amendment to Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) (Annexation of Phase II-E) ("Third Amendment") (collectively referenced with all other amendments of record, the "Declaration"). Lender hereby subordinates the lien and encumbrances of the Lender Trust Deed to the Declaration. Lender hereby consents to the recordation of the Third Amendment in the official records of Utah County, Utah.

LACONTE, L.C.,
a Utah limited liability company

By: [Signature]
Name: Larry Lindstrom
Title: manager

STATE OF Utah)
:ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 11 day of March, 2009, by Larry Lindstrom, the Manager of LaConte, L.C., a Utah limited liability company.



[Signature]
NOTARY PUBLIC
Residing at: Orem, ut

My Commission Expires: Jan 30/2012

EXHIBIT A**Legal Description of Property**

All of Condominium Plat "A", Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) recorded May 4, 2006, with the Recorder of Utah County, Utah, as Entry No. 54679:2006 and Map Filing No. 11627; and all of Condominium Plat "C", Being a Vacation of Springbrook Villas Condominiums Plat "B", Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) recorded with the Recorder of Utah County, Utah; and all of Condominium Plat "D", Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) recorded with the Recorder of Utah County, Utah; and all of Condominium Plat "E", Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable) recorded with the Recorder of Utah County, Utah.

EXHIBIT B

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Legal Description of Phase II-E Land

Condominium Plat "E", Springbrook Villas Condominiums, a Senior Living Condominium Project (Expandable):

BEGINNING AT A POINT WHICH IS NORTH 903.91 FEET AND EAST 1961.86 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 32, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 87°13'42" EAST 192.78 FEET TO A POINT OF CURVATURE; THENCE 32.55 FEET ALONG THE ARC OF A 74.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°12'18", THE CHORD OF WHICH BEARS N74°37'33"E 32.29 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 34°45'26" EAST 23.50 FEET; THENCE SOUTH 21°20'19" EAST 41.64 FEET; THENCE SOUTH 02°46'18" EAST 128.11 FEET; THENCE SOUTH 87°13'42" WEST 230.37 FEET; THENCE NORTH 88°58'08" WEST 19.68 FEET; THENCE NORTH 02°46'18" WEST 179.16 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 1.03 ACRES MORE OR LESS.

BASIS OF BEARING: NORTH 88°33'19" EAST FROM THE SOUTH QUARTER CORNER OF SECTION 32 TO THE SOUTHEAST CORNER OF SAID SECTION.