

WHEN RECORDED RETURN TO:
PROVENCE DEVELOPMENT, L.C.
Wayne H. Corbridge
758 South 400 East
Orem, Utah 84097
(801) 227-0550

ENT 56227:2006 PG 1 of 12
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 May 08 1:25 pm FEE 215.00 BY KH
RECORDED FOR TROPHY HOMES

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
PROVENCE AT PHEASANT POINTE CONDOMINIUM,
an expandable Utah condominium project**

This Amendment to the Declaration of Condominium for Provence at Pheasant Pointe Condominium, an expandable Utah condominium project, is made and executed by Pheasant Pointe Development, L.C., a Utah limited liability company, of 758 South 400 East, Orem, Utah 84097 (the "Declarant").

RECITALS

Whereas, the original Declaration of Condominium for Provence at Pheasant Pointe was recorded in the office of the County Recorder of Utah County, Utah on November 8, 2002 as Entry No 134097:2002 on Pages 1-69 of the Official Records (the Declaration).

Whereas, the related Plat Map(s) for Phase 1 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the First Supplement Declaration of Condominium for Provence at Pheasant Pointe was recorded in the office of the County Recorder of Utah County, Utah on November 8, 2002 as Entry No 134101:2002 on Pages 1-6 of the Official Records (the First Supplement).

Whereas, the related Plat Maps for Phases 2, 3 and 4 have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Second Supplement Declaration of Condominium for Provence at Pheasant Pointe was recorded in the office of the County Recorder of Utah County, Utah on September 29, 2003 as Entry No 157830:2003 on Pages 1-9 of the Official Records (the Second Supplement).

Whereas, the related Plat Maps for Phases 5-11 have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Third Supplement Declaration of Condominium for Provence at Pheasant Pointe was recorded in the office of the County Recorder of Utah County, Utah on May 10, 2004 as Entry No 50438:2004 on Pages 1-13 of the Official Records (the Third Supplement).

Whereas, the related Plat Maps for Phases 5, 7-11 inclusive and 13 have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Fourth Supplement Declaration of Condominium for Provence at Pheasant Point (for the Provence West Portion of the Project) was recorded in the office of the County Recorder of Utah County, Utah on June 18, 2004 as Entry No 70283:2004 on Pages 1-14 of the Official Records (the Fourth Supplement).

Whereas, the related Plat Maps for Phases 1-6 of Provence West have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Fifth Supplement Declaration of Condominium for Provence at Pheasant Pointe (for the Provence West Portion of the Project) was recorded in the office of the County Recorder of Utah County, Utah on February 2, 2005 as Entry No. 11198:2005 at Pages 1-16 of the Official Records (the Fifth Supplement).

Whereas, the related Plat Maps for Phases 7-13 of Provence West have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article III, Section 45 of the Declaration, Declarant reserved an option, until the five (5) years from the date following the first conveyance of a Unit in Phase 1 to a Unit purchaser, to expand the Project in accordance with the Act.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Utah County, Utah and described with particularity on Exhibit "APW-14 and "APW-15" attached hereto and incorporated herein by this reference (the Phase 14 and Phase 15 Provence West Property).

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right, subject to the approval of the Department of Veterans Affairs, to add to the Project any or all portions of the Additional Land at any time and in any order, without limitation.

Whereas, the Sixth Supplement Declaration of Condominium for Provence at Pheasant Pointe (for the Provence West Portion of the Project) was recorded in the office of the County Recorder of Utah County, Utah on March 24, 2005 as Entry No. 30714:2005 at Pages 1-11 of the Official Records.

Whereas, the related Plat Maps for Phases 14 and 15 of the Provence West portion of the Project were recorded in the office of the County Recorder of Utah County, Utah.

Whereas, in order to accommodate handicap parking, move a sidewalk and relocate two garages, one in Building Z and the other in Building AA, together with other less significant changes, the Declarant was required to amend the Condominium Plat for Phases 14 and 15, although the amount of Common Area and the number of Units and parking spaces will remain unchanged.

Whereas, Phases 14 and 15 were temporarily withdrawn from the Project.

Whereas, the Amended Sixth Supplement Declaration of Condominium for Provence at Pheasant Pointe (for the Provence West Portion of the Project) was recorded in the office of the County Recorder of Utah County, Utah on December 2, 2005 as Entry No. 139171:2005 at Pages 1-12 of the Official Records (the Sixth Supplement).

Whereas, the related Amended Plat Maps for Phases 14 and 15 of the Provence West portion of the Project were recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article III, Section 32(a) of the Declaration, Declarant reserved the right to unilaterally amend the Declaration for this purpose.

Whereas, this amendment affects the real property described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference, and does not adversely affect the rights of any Owner or Mortgagee.

Whereas, it is the intent of the Declarant to comply with the letter and spirit of the requirements of local, state and federal law; encourage compliance; and advance the concept of equal treatment for people with disabilities to the maximum extent possible and reasonable.

Whereas, this amendment is intended to provide a significant beneficial impact on family formation, maintenance or well-being, will offer more housing choices for families with members who have disabilities, may be beneficial to families that do not have members with disabilities; for example, accessible building entrances may benefit parents with children in strollers and also allow residents and visitors the convenience of using luggage or shopping carts easily; and will allow significant numbers of people to remain in Units as they age.

Whereas, unlawful discrimination includes a refusal to permit, at the expense of a handicapped person, reasonable modifications of existing premises occupied or to be occupied by that person, if modifications are necessary to afford the person full enjoyment of the premises.

Whereas, Declarant desires to amend the Declaration to reflect and comply with all of the requirements of the Fair Housing Acts/ADA and applicable building codes and standards.

A G R E E M E N T

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this Amendment to the Declaration of Condominium for Provence Condominium.

1. Article III of the Declaration is hereby amended to add the following new Section:

50. **Nondiscrimination Policy.** The Declarant is committed to develop and operate this Project in accordance with the Utah Fair Housing Act and the Federal Fair Housing Act, and hereby pledges its support of the letter and spirit of U.S. and state policy for the achievement of equal housing opportunity. It is understood that all persons are entitled to equal protection of the law.

a. **Handicapped Persons.** Unlawful discrimination includes a refusal to permit, at the expense of a handicapped person, reasonable modifications of existing premises occupied or to be occupied by that person, if modifications are necessary to afford the person full enjoyment of the premises.

b. **Fair Housing Acts/ADA.** In order to satisfy the requirements of local building codes and ordinances, the state and federal Fair Housing Acts (collectively "Act"), and the applicable portions of the ADA, as they may be amended from time to time, for the handicapped, Declarant and, upon the termination of the Period of Declarant's Control, the Management Committee are hereby granted the unilateral right, authority and power to:

- 1) Make adjustments in the Project Documents;
- 2) Change, alter or modify the design and construction of the Units, Buildings, and/or Common Area and Facilities.

c. **Examples.** By way of illustration but not limitation, it is anticipated that design, construction, alteration and/or remodel may be required from time to time in order to make reasonable accommodations for the handicapped, to provide accessibility, accessible routes, adaptable dwelling units, entrances, finished grades, ground floors, slopes, stories, vehicular or pedestrian arrival points, vehicular routes, recreational amenities, parking amenities, striping, mail box stations, ramps, signage, assistive devices, garbage receptacles, and so forth.

d. Costs Generally. All costs associated with work authorized by Section 50.2 above are to be borne by the Declarant and upon the termination of the Period of Declarant's Control, the Association, unless otherwise expressly noted in the subsections below.

1) Resident's Obligation. There are situations where a resident may require modifications to a Building, Unit or amenity which are necessary to make the property accessible for that person's particular type of disability. The resident will incur the cost of this type of modification, whether or not the property is part of a multi-family dwelling exempt from the accessibility requirements of the Act or ADA; provided, however:

a) Property Subject to Accessibility Requirements of the Act or ADA. For property subject to the accessibility requirements of the Act or ADA, the resident's costs will be limited to those modifications that were not covered by the design and construction requirements of the Act or ADA. (For example, the resident would pay for the cost of purchasing and installing grab bars.).

b) Property Not Subject to Accessibility Requirements of the Act or ADA. For property not subject to the accessibility requirements of the Act or ADA, the resident will pay the cost of all modifications necessary to meet his needs. (Using the grab bar example, the resident will pay both the cost of buying and installing the grab bars and the costs associated with the bathroom wall reinforcement.)

e. Reasonableness Standard. All modifications must be reasonable and designed and constructed in accordance with the applicable accessibility requirements of the local building codes and ordinances, Act and/or ADA.

f. Notice. Written notice of any proposed change shall be given to the Units and Unit Owners affected or to be affected at least thirty (30) days in advance.

1) Opportunity to be Heard. The Owners affected shall be given the opportunity to be heard before a final decision is made.

2) Final Decision. The decision of the Management Committee shall be binding, conclusive and final.

g. Authority to Promulgate Use Restrictions and Rules. The Management Committee is hereby granted the right, power and authority to unilaterally adopt, promulgate, modify, amend, change, repeal and enforce Fair Housing Rules to implement the terms, covenants, conditions and restrictions set forth in Article III, Section 50 of the Declaration.

1) Reasonableness. The Fair Housing Rules must be reasonable.

2) Fair Housing Rules. The term "*Fair Housing Rules*" shall mean and refer to the rules and regulations adopted by the Management Committee pursuant to Article III, Section 50 of the Declaration.

3) Conflict. In the event of any conflict, incongruity or inconsistency between the Fair Housing Rules and the Declaration, the latter shall in all respects govern and control.

4) Binding. All Units, Unit Owners and their family members, tenants, guests, visitors and invitees shall be bound by and subject to the Fair Housing Rules.

2. Amendment. Article III, Section 32 of the Declaration is hereby amended to add the following new subsections:

h. Declarant's Unilateral Right to Amend.

The Declarant alone reserves the right and may unilaterally amend the Declaration at any time and from time to time if such Amendment is:

1) Typographical Error. In the event the amendment is necessary to correct typographical errors or inadvertent omissions;

2) Compliance With Local, State or Federal Law. In the event the amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith;

3) Requested By The Fair Housing Acts/ADA. In the event and to such extent and with such language as may be requested by the government agency administering the Fair Housing Acts or ADA:

a) Procedure. Any such amendment shall be effected by the recordation by Declarant of an Amendment duly signed by the Declarant, specifying the federal, state or local governmental agency requesting the amendment and setting forth the amendatory language requested by such agency or institution; and

b) Conclusive Proof of Agency Request. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein; or

4) Title Insurance Requirement. In the event the amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Unit unless any such Owner shall consent thereto in writing.

i. Any Other Purpose. Further, prior to the expiration of the Period of Declarant's Control, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such Amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any property without the consent of the affected Owner.

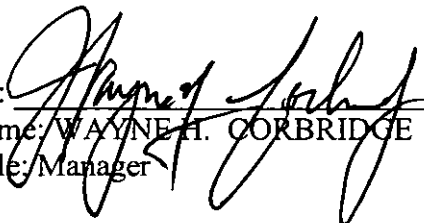
j. Intent. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment to the Declaration during the Period of Declarant's Control deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

3. Conflict. In the event of any conflict, inconsistency or incongruity between the provisions of this Amendment and any of the provisions of the Declaration, as amended, or Plat Map, the provisions of this Amendment shall in all respects govern and control.

4. Effective Date. The effective date of this Amendment to the Declaration is filed for record in the Office of the County Recorder of Utah County, Utah.


EXECUTED the 1 day of May, 2006.

PHEASANT POINTE DEVELOPMENT, L.C.,
a Utah limited liability company

By: 
Name: WAYNE H. CORBRIDGE
Title: Manager

STATE OF UTAH)
)ss:
COUNTY OF UTAH)

On the 1 day of May, 2006, personally appeared before me WAYNE H. CORBRIDGE, who by me being duly sworn, did say that he is the Manager of PHEASANT POINTE DEVELOPMENT, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of a resolution of its Members, and said WAYNE H. CORBRIDGE duly acknowledged to me that said Company executed the same.


NOTARY PUBLIC
Residing At: orem, UT
Commission Expires: 5.4.2008

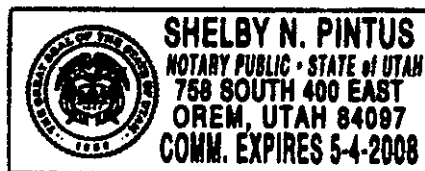


EXHIBIT "A"

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PROVENCE CONDOMINIUM
LEGAL DESCRIPTION

The land referred to in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

LEGAL DESCRIPTION OF TRACT
EXHIBIT "A"

The Land described in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

Phase 1 of Provence at Pheasant Pointe

BEGINNING AT A POINT LOCATED S0°09'44"W ALONG THE SECTION LINE 588.86 FEET AND WEST 901.18 FEET FROM THE EAST 1/4 CORNER OF SECTION 31, T4S, R1E, S.L.B.&M; THENCE

COURSE	DISTANCE	REMARKS
S33°31'44"W	61.43	
ALONG AN ARC	L-100.91	R=88.00 Δ=87°35'52" CH=S77°19'43"W 91.36
N58°52'21"W	45.97	
S31°13'14"W	98.27	
ALONG AN ARC	L-19.22	R=552.00 Δ=1°59'42" CH=N57°01'51"W 19.22
N56°02'00"W	157.56	
ALONG AN ARC	L-23.62	R=15.00 Δ=90°12'13" CH=N10°55'58"W 21.25
N56°07'39"W	64.00	
ALONG AN ARC	L-23.51	R=15.00 Δ=89°47'56" CH=S79°04'02"W 21.18
S34°16'32"W	56.00	
N56°02'11"W	194.04	
ALONG AN ARC	L-95.99	R=283.00 Δ=19°26'05" CH=N46°19'07"W 95.53
N53°23'54"E	56.00	
ALONG AN ARC	L-77.00	R=227.00 Δ=19°26'05" CH=S46°19'07"E 76.83
S56°02'11"E	131.87	
N33°31'48"E	81.50	
S56°28'14"E	79.72	
ALONG AN ARC	L-15.94	R=11.00 Δ=83°02'36" CH=N82°00'28"E 14.58
ALONG AN ARC	L-7.23	R=79.00 Δ=5°54'59" CH=N43°26'39"E 7.23
ALONG AN ARC	L-44.04	R=196.00 Δ=12°52'23" CH=N39°57'57"E 43.94
N23°31'46"E	103.11	
ALONG AN ARC	L-32.80	R=56.00 Δ=33°33'30" CH=N16°45'01"E 32.33
S72°11'16"E	41.15	
ALONG AN ARC	L-43.58	R=96.00 Δ=26°00'45" CH=S20°31'24"W 43.21
S33°31'46"W	80.26	
ALONG AN ARC	L-32.25	R=20.00 Δ=92°34'07" CH=S12°40'17"E 28.87
S58°52'21"E	216.25	
ALONG AN ARC	L-45.87	R=30.00 Δ=87°35'53" CH=N77°19'43"E 41.53
N33°31'46"E	60.20	
S58°25'43"E	36.02	TO THE POINT OF BEGINNING
		CONTAINS: 1.45 ACRES
BASIS OF BEARING ALONG SECTION LINE AS SHOWN		

**LEGAL DESCRIPTION OF ADDITIONAL LAND
EXHIBIT "B"**

The Additional Land described in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

PROVENCE AT PHEASANT POINT

Beginning at a point located $S0^{\circ}09'44''W$ along the Section line 434.68 feet and West 762.96 feet from the East $\frac{1}{4}$ Corner of Section 31, Township 4 South, Range 1 East, Salt Lake Base & Meridian; thence $S12^{\circ}31'44''W$ 378.00 feet; thence along the arc of 552.00 foot non-tangent radius curve (radius bears: $N2^{\circ}18'46''E$) 304.96 feet through a central angle of $31^{\circ}39'14''$ (chord: $N71^{\circ}51'37''W$ 301.10 feet); thence $N56^{\circ}02'00''W$ 157.56 feet; thence $N56^{\circ}02'00''W$ 288.34 feet; thence along the arc of 227.00 foot radius curve to the right 77.01 feet through a central angle of $19^{\circ}26'15''$ (chord: $N46^{\circ}18'52''W$ 76.64 feet); thence $S89^{\circ}56'58''E$ 275.10 feet; thence $N33^{\circ}21'33''E$ 43.47 feet; thence North 337.68 feet; thence $S89^{\circ}57'35''E$ 198.07 feet; thence South 220.85 feet; thence $S58^{\circ}46'55''E$ 346.47 feet to the point of beginning.

Contains: 6.47 acres

PROVENCE WEST AT PHEASANT POINT

A portion of the Southeast $\frac{1}{4}$ of Section 31, Township 4 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located $N89^{\circ}57'35''W$ along the $\frac{1}{4}$ Section line 1,641.95 feet from the East $\frac{1}{4}$ Corner of Section 31, T4S, R1E, S.L.B.& M. (Basis of Bearing: $S0^{\circ}09'44''W$ along the Section line from said East $\frac{1}{4}$ Corner to the Southeast Corner of Section 31); thence $S19^{\circ}13'00''W$ 11.10 feet; thence along the arc of a 228.00 foot radius curve to the left 52.21 feet through a central angle of $13^{\circ}07'15''$ (chord: $S12^{\circ}39'23''W$ 52.10 feet); thence $S0^{\circ}52'30''W$ 84.42 feet; thence South 56.80 feet; thence $S89^{\circ}54'00''W$ 369.09 feet; thence $S41^{\circ}10'00''W$ 157.54 feet; thence $N49^{\circ}29'20''W$ 9.43 feet; thence $S40^{\circ}31'00''W$ 41.50 feet; thence $S49^{\circ}29'20''E$ 74.51 feet; thence $S55^{\circ}53'00''W$ 161.89 feet to the easterly right-of-way line of the Union Pacific Railroad; thence Northwesterly along the arc of a 5,630.00 foot radius non-tangent curve (radius bears: $N40^{\circ}43'12''E$) 62.19 feet through a central angle of $0^{\circ}37'58''$ (chord: $N48^{\circ}57'50''W$ 62.19 feet); thence $N48^{\circ}38'49''W$ 544.48 feet to the $\frac{1}{4}$ Section line at a point located $N0^{\circ}12'22''E$ along the $\frac{1}{4}$ Section line 2,540.72 feet from the South $\frac{1}{4}$ Corner of said Section 31, the previous 2 (two) courses along said Railroad; thence $N0^{\circ}12'22''E$ along the $\frac{1}{4}$ Section line 126.90 feet to the Center of said Section 31; thence $S89^{\circ}57'35''E$ along the $\frac{1}{4}$ Section line 1,016.70 feet to the point of beginning.

Contains: 6.54 acres

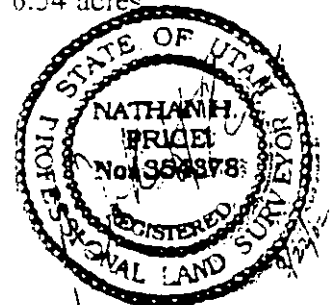


EXHIBIT "APW-14"

PROVENCE WEST PORTION OF PROVENCE AT PHEASANT POINTE PROJECT
 LEGAL DESCRIPTION OF PHASE 14 PROPERTY

The land described in the foregoing document as the Phase 14 Property is located in Utah County, Utah and is described more particularly as follows:

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED S0°09'44"W ALONG THE SECTION LINE 327.64 FEET AND WEST 2,231.91 FEET FROM THE EAST 1/4 CORNER OF SECTION 31, T4S, R1E, S1L.B.3M.; THENCE

COURSE	DISTANCE	REMARKS
S40°53'40"W	56.35	
S48°40'02"E	15.50	
S40°53'40"W	73.20	
N48°38'49"W	189.39	
N41°21'11"E	98.16	
ALONG AN ARC	L=4.91	R=284.00 Δ=0°59'28" CH=S52°35'58"E 4.91 (RAD. BEARS S36°54'18"W)
S37°53'46"W	17.54	
S48°20'02"E	25.79	
N41°29'50"E	51.03	
N41°31'58"E	18.00	
S48°28'02"E	95.17	
S41°31'58"W	23.00	
S40°28'02"E	45.02	TO THE POINT OF BEGINNING
CONTAINS: 24,362± SQ. FT.		

BASIS OF BEARING: ALONG SECTION LINE AS SHOWN

EXHIBIT "APW-15"

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PROVENCE WEST PORTION OF PROVENCE AT PHEASANT POINTE PROJECT
LEGAL DESCRIPTION OF PHASE 15 PROPERTY

The land described in the foregoing document as the Phase 15 Property is located in Utah County, Utah and is described more particularly as follows

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED $S0^{\circ}09'44''W$ ALONG THE SECTION LINE 482.66 FEET AND WEST 2,146.96 FEET FROM THE EAST 1/4 CORNER OF SECTION 31, T4S, R1E, S.L.B.&M.; THENCE

COURSE	DISTANCE	REMARKS
$S41^{\circ}16'55''W$	68.53	
ALONG AN ARC	L=75.32	$R=5,630.00 \Delta=0^{\circ}46'00''$ CH= $N49^{\circ}01'49''W$ 75.32 (RAD. BEARS: $N40^{\circ}35'11''E$)
$N48^{\circ}38'19''W$	74.11	
$N40^{\circ}53'40''E$	73.20	
$N48^{\circ}40'02''E$	15.50	
$N40^{\circ}53'40''E$	56.35	
$N48^{\circ}28'02''W$	45.82	
$N41^{\circ}32'48''E$	23.00	
$S48^{\circ}28'02''E$	63.21	
$S42^{\circ}00'00''W$	53.50	
$S53^{\circ}20'00''E$	62.33	
$S36^{\circ}40'00''W$	20.00	
$S53^{\circ}20'00''E$	18.05	
$S78^{\circ}00'20''E$	43.16	
$S3^{\circ}12'22''W$	48.00	TO THE POINT OF BEGINNING

CONTAINS: 16,618± SQ. FT.

BASIS OF BEARING: ALONG SECTION LINE AS SHOWN