

After recording return to:

Gables at Grandview Planned Development  
Homeowner's Association, Inc.

\_\_\_\_\_  
Attn: \_\_\_\_\_

ENT 80458:2008 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Jul 16 9:51 am FEE 61.00 BY JL  
RECORDED FOR THE GABLES AT GRANDVIEW PLA

**AMENDMENT TO**  
**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 AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS for THE GABLES AT GRANDVIEW PLANNED DEVELOPMENT (this "**Amendment**") is made on this 13 day of November 2007 by Gables at Grandview Planned Development Homeowner's 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 October 8, 2007, 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 13.10 of the Declaration is hereby amended and restated in its entirety to read as follows:

**13.10 Uniform Rate of Assessment.** All Common Assessments, Special Assessments, and Capital Improvement Assessments authorized by Sections 13.02, 13.04, and 13.05, respectively, shall be assessed and allocated among the owners of the Lots at a uniform rate for all Lots. Furthermore, all Supplemental Assessments authorized by Section 13.03 shall be assessed and allocated among the owners of the Pad Lots at a uniform rate for all Pad Lots. Notwithstanding the foregoing, (a) with respect to each Lot that is transferred by the Declarant to a subsequent Owner prior to December 1, 2006, Common Assessments, Supplemental Assessments, and Special Assessments applicable to such Lot shall not be due and payable until the earlier of (i) the first day of the first full month after the date that such Lot has been both fully improved with a Unit and occupied for the first time for residential purposes or (ii) December 1, 2007, and (b) with respect to each Lot that is transferred by the Declarant to a subsequent Owner on or after December 1, 2006, Common Assessments, Supplemental Assessments, and Special Assessments applicable to such Lot shall not be due and payable until the earlier of (i) the first day of the first full month after the date that such Lot has been both fully improved with a Unit and occupied for the first time for residential purposes or (ii) the first day of the thirteenth full month after the date that the Declarant conveys title to such Lot to its subsequent Owner. During the period of time that Declarant holds the Class B voting rights in the Association, if assessed fees collected by the Association fail to adequately meet Association expenses, then Declarant shall pay any shortfall.

2. 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 Gables at Grandview Planned Development Homeowner's Association, Inc., hereto on the day first written above, acknowledging, affirming, and certifying that the foregoing constitutes an Amendment to the Declaration of Covenants, Conditions and Restrictions for The Gables at Grandview Planned Development, as duly approved and adopted pursuant to Section 14.06 of the Declaration on or about November 13, 2007.

GABLES AT GRANDVIEW PLANNED DEVELOPMENT HOMEOWNER'S ASSOCIATION, INC.

By [Signature]  
President

By [Signature]  
Secretary

STATE OF UTAH )  
 ) :ss.  
COUNTY OF UTAH )

I HEREBY CERTIFY that on this 13 day of November 2007, before, me, a Notary Public of the State of Utah, personally appeared Philip R. Cole and Camille Frank Olsen, known to me or suitably proven, who acknowledged themselves to be the President and Secretary, respectively, of Gables at Grandview Planned Development Homeowner's Association, Inc., who acknowledged to me that they signed the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions as the act and deed of Gables at Grandview Planned Development Homeowner's Association, Inc.

[Signature]  
Notary Public

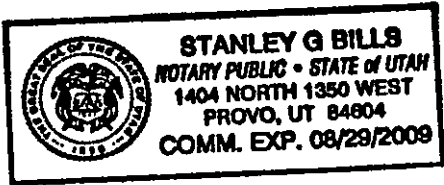


Exhibit "A"

Beginning at a point which is South 00° 32' 42" East 5.28 feet along the quarter section line 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 884.10 feet along the quarter section line; thence South 89° 27' 18" West 28.00 feet; thence South 80° 25' 28" West 238.22 feet; thence South 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.

Plat "J"

Plat "N"

Plat "O"

Plat "P"

Plat "Q"

Plat "R"

Plat "S"