

16-113

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

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 05/08/2006 11:58 AM \$153.00
 Book - 9291 Pg - 2038-2053
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 TROPHY HOMES
 758 S 400 E
 OREM UT 84097
 BY: EPN, DEPUTY - WI 16 P.

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
 DRAPER PEAKS CONDOMINIUM,
 an expandable Utah condominium project**

This Second Amendment to the Declaration of Condominium for Draper Peaks Condominium, an expandable Utah condominium project, is made and executed by Draper Peaks 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 Draper Peaks Condominium was recorded in the office of the County Recorder of Salt Lake County, Utah on November 2, 2004 as Entry No. 9214131 in Book 9056 at Pages 5344-5425 of the Official Records (the "Declaration").

Whereas, the related Plat Maps have also been recorded in the office of the County Recorder of Salt Lake County, Utah.

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

Whereas, Declarant is the fee simple owner of record of the real property described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.

Whereas, all of the voting requirements have been satisfied.

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 Second Amendment to the Declaration of Condominium for Draper Peaks Condominium.

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

53. 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 53.2 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 53 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 53 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:

g. 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.

h. 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.

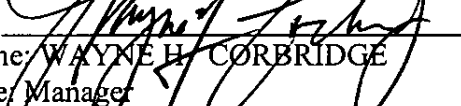
i. Intent. It is the desire of Declarant to retain control of the Association and its activities during the anticipated period of planning and development. If any amendment to the Declaration during the Period of Declarant's Control deletes, diminishes or alters such control, Declarant alone shall have 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 Second Amendment and any of the provisions of the Declaration, as amended, or Plat Map, the provisions of this Second Amendment shall in all respects govern and control.

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

EXECUTED the 1 day of May, 2006.

DRAPER PEAKS 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 DRAPER PEAKS 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.

Shelby N Pintus
NOTARY PUBLIC
Residing At: oreem, UT
Commission Expires: 5-4-2008



EXHIBIT "A"

**DRAPER PEAKS CONDOMINIUM
LEGAL DESCRIPTION**

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

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-1"**

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

PHASE I OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at the Southwest Corner of the Draper Landing Condominium development at a point on the East Line of 150 East Street as it exists at 30.00 foot half-width being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 1294.71 feet continuing North 0°03'00" West along said Monument Line of 300 North Street extended Northerly; and 1293.65 feet South 89°59'29" West from the South Quarter Corner of said Section 30; and running thence North 89°59'29" East 150.85 feet along the South Line of said Condominium Development; thence South 0°00'35" East 200.53 feet to the North Line of Draper Peaks, a Commercial Subdivision; thence South 89°56'35" West 150.78 feet to a point on the East Line of 150 East Street as it exists at 30.00 foot half-width; thence North 0°01'40" West 200.65 feet along said East Line to the point of beginning.

**Contains 30,253 sq. ft.
or 0.695 acre**

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-2"**

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

PHASE 2 OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at a point on the South Line of the Draper Landing Condominium development being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 1294.71 feet continuing North 0°03'00" West along said Monument Line of 300 North Street extended Northerly; and 976.42 feet South 89°59'29" West from the South Quarter Corner of said Section 30; and running thence South 0°00'31" East 71.00 feet; thence South 89°59'29" West 30.00 feet; thence South 0°00'31" East 29.59 feet to a point of curvature; thence Southeasterly along the arc of a 110.00 foot radius curve to the left a distance of 67.41 feet (Central Angle equals 35°06'45" and Long Chord bears South 17°33'54 East 66.36 feet); thence South 45°21'35" West 116.16 feet to the Northerly Line of 12150 South Street as it exists at 25.50 foot half-width; thence Northwesterly along the arc of a 246.00 foot radius curve to the Left a distance of 75.79 feet (Central Angle equals 17°39'10" and Long Chord bears North 53°28'00" West 75.49 feet) along said Northerly Line; thence South 89°56'35" West 13.07 feet along the North Line of Draper Peaks, a Commercial Subdivision; thence North 0°00'31" West 200.53 feet to the South Line of said Draper Landing Condominium development; thence North 89°59'29" East 166.38 feet along the South Line of said Condominium Development to the point of beginning.

**Contains 32,174 sq. ft.
or 0.739 acre**

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-3"**

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

PHASE 3 OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 12175 South Street as it exists at 25.50 foot half-width being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 954.25 feet continuing North 0°03'00" West along said Monument Line of 300 East Street extended Northerly; and 958.51 feet North 89°52'30" West from the South Quarter Corner of said Section 30; and running thence along said Northerly Line of 12175 South Street the following two courses: Northwestery along the arc of a 195.00 foot radius curve to the right a distance of 112.04 feet (Central Angle equals 32°55'12" and Long Chord bears North 53°01'51" West 110.51 feet) to a point of reverse curvature; and Northwestery along the arc of a 246.00 foot radius curve to the left a distance of 34.65 feet (Central Angle equals 8°04'10" and Long Chord bears North 40°36'20" West 34.62 feet); thence North 45°21'35" East 116.16 feet; thence Northwestery along the arc of a 110.00 foot radius curve to the right a distance of 67.41 feet (Central Angle equals 35°06'45" and Long Chord bears North 17°33'54" West 66.36 feet) to a point of tangency; thence North 0°00'31" West 29.59 feet; thence North 89°59'29" East 30.00 feet; thence South 0°00'31" East 29.59 feet to a point of curvature; thence Southwestery along the arc of an 80.00 foot radius curve to the left a distance of 74.13 feet (Central Angle equals 53°05'30" and Long Chord bears South 26°33'16" East 71.51 feet); thence North 36°53'59" East 30.00 feet; thence Southeastery along the arc of a 50.00 foot radius curve to the left a distance of 32.21 feet (Central Angle equals 36°54'30" and Long chord bears South 71°33'16" East 31.66 feet) to a point of tangency; thence North 89°59'29" East 31.80 feet; thence South 0°00'31" East 30.00 feet; thence South 89°59'29" West 31.80 feet to a point of curvature; thence Northwestery along the arc of an 80.00 foot radius curve to the right a distance of 2.83 feet (Central Angle equals 2°01'38" and Long Chord bears North 88°59'42" West 2.83 feet); thence South 20°30'33" West 168.36 feet to the point of beginning.

**Contains 22,107 sq. ft.
or 0.508 acre**

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-4"**

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

PHASE 4 OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 12175 South Street as it exists at 25.50 foot half-width being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 942.04 feet continuing North 0°03'00" West along said Monument Line of 300 East Street extended Northerly; and 819.16 feet North 89°52'30" West from the South Quarter Corner of said Section 30; and running thence along said Northerly Line of 12175 South Street the following two courses: North 89°52'30" West 71.47 feet to a point of curvature; and Northwesterly along the arc of a 195.00 foot radius curve to the right a distance of 69.38 feet (Central Angle equals 20°23'03" and Long Chord bears North 79°40'59" West 69.01 feet); thence North 20°30'33" East 168.36 feet; thence Southeasterly along the arc of an 80.00 foot radius curve to the left a distance of 2.83 feet (Central Angle equals 2°01'38" and Long Chord bears South 88°59'42" East 2.83 feet) to a point of tangency; thence North 89°59'29" East 99.50 feet; thence South 0°00'31" East 30.00 feet; thence South 89°59'29" West 21.98 feet; thence South 0°00'31" East 140.17 feet to the point of beginning.

**Contains 19,429 sq. ft.
or 0.446 acre**

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-5"**

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

PHASE 5 OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 12175 South Street as it exists at 25.50 foot half-width being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 942.04 feet continuing North 0°03'00" West along said Monument Line of 300 East Street extended Northerly; and 712.64 feet North 89°52'30" West from the South Quarter Corner of said Section 30; and running thence North 89°52'30" West 106.52 feet along said Northerly Line of 12175 South Street; thence North 0°00'31" West 140.17 feet; thence North 89°59'29" East 21.98 feet; thence North 0°00'31" West 30.00 feet; thence North 89°59'29" East 129.82 feet; thence South 0°00'31" East 30.00 feet; thence South 89°59'29" West 45.28 feet; thence South 0°00'31" East 140.42 feet to the point of beginning.

**Contains 18,839 sq. ft.
or 0.432 acre**

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-6"**

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

PHASE 6 OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 12175 South Street as it exists at 25.50 foot half-width being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 942.04 feet continuing North 0°03'00" West along said Monument Line of 300 East Street extended Northerly; and 582.86 feet North 89°52'30" West from the South Quarter Corner of said Section 30; and running thence North 89°52'30" West 129.78 feet along said Northerly Line of 12175 South Street; thence North 0°00'31" West 140.42 feet; thence North 89°59'29" East 45.28 feet; thence North 0°00'31" West 30.00 feet; thence North 89°59'29" East 8.07 feet; thence North 0°00'31" West 17.14 feet; thence North 89°56'35" East 76.43 feet; thence South 0°00'31" East 187.92 feet to the point of beginning.

**Contains 22,090 sq. ft.
or 0.507 acre**

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-7"**

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

PHASE 7 OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at the Northwest Corner of the Early Holdings LLC Subdivision being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 1131.81 feet continuing North 0°03'00" West along said Monument Line of 300 East Street extended Northerly; and 445.50 feet South 89°56'35" West from the South Quarter Corner of said Section 30; and running thence South 0°03'00" East 395.17 feet along the Westerly Boundary of said Subdivision to the Northerly Line of 12175 South Street as it exists at 25.50 foot half-width; thence along said Northerly Line the following four courses: Northwesterly along the arc of a 40.00 foot radius curve to the right a distance of 30.85 feet (Central Angle equals 44°11'24" and Long Chord bears North 26°22'57" West 30.09 feet) to a point of tangency; North 4°17'15" West 80.43 feet to a point of curvature; Northwesterly along the arc of a 108.00 foot radius curve to the left a distance of 161.33 feet (Central Angle equals 85°35'15" and Long Chord bears North 47°04'53" West 146.74 feet to a point of tangency; and North 89°52'30" West 10.69 feet; thence North 0°00'31" West 187.92 feet; thence North 89°56'35" East 137.22 feet to the point of beginning.

**Contains 31,755 sq. ft.
or 0.729 acre**

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-8"**

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

PHASE 8 OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at a point on the South Line of the Draper Landing Condominium development being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 1294.71 feet continuing North 0°03'00" West along said Monument Line of 300 East Street extended Northerly; and 768.28 feet South 89°59'29" West from the South Quarter Corner of said Section 30; and running thence North 89°59'29" East 108.73 feet along the South Line of said Condominium Development; thence South 0°11'11" East 163.46 feet; thence South 0°00'31" East 17.14 feet; thence South 89°59'29" West 149.08 feet; thence North 0°00'31" West 95.59 feet; thence North 89°59'29" East 39.84 feet; thence North 0°00'31" West 85.00 feet to a point on the South Line of said Draper Landing Condominium and the point of beginning.

**Contains 23,494 sq. ft.
or 0.539 acre**

**LEGAL DESCRIPTION OF TRACT
EXHIBIT "A-9"**

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

PHASE 9 OF DRAPER PEAKS

A part of the West half of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Draper, Salt Lake County, Utah:

Beginning at a point on the South Line of the Draper Landing Condominium development being 1563.03 feet North 0°03'00" West along the Monument Line of 300 East Street to an existing Centerline Monument at 12300 South Street; 1294.71 feet continuing North 0°03'00" West along said Monument Line of 300 East Street extended Northerly; and 768.28 feet South 89°59'29" West from the South Quarter Corner of said Section 30; and running thence South 0°00'31" East 85.00 feet; thence South 89°59'29" West 39.84 feet; thence South 0°00'31" East 95.59 feet; thence South 89°59'29" West 56.50 feet; thence North 0°00'31" West 30.00 feet; thence South 89°59'29" West 31.80 feet to a point of curvature; thence Northwesterly along the arc of a 50.00 foot radius curve to the right a distance of 32.21 feet (Central Angle equals 36°54'30" and Long Chord bears North 71°33'16" West 31.66 feet); thence South 36°53'59" West 30.00 feet; thence Northwesterly along the arc of an 80.00 foot radius curve to the right a distance of 74.13 feet (Central Angle equals 53°05'30" and Long Chord bears North 26°33'16" West 71.51 feet) to a point of tangency; thence North 0°00'31" West 100.59 feet to a point on the South Line of said Draper Landing Condominium development; thence North 89°59'29" East 208.14 feet along the South Line of said Condominium Development to the point of beginning.

**Contains 30.197 sq. ft.
or 0.693 acre**