

WHEN RECORDED RETURN TO:  
CHAMBÉRY  
Wayne H. Corbridge  
758 South 400 East, Suite 203  
Orem, Utah 84097

ENT 117372 BK 5264 PG 188  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Nov 04 9:49 am FEE 40.00 BY SS  
RECORDED FOR CHAMBERY

TENTH SUPPLEMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
CHAMBÉRY  
a Utah Condominium Project

This TENTH SUPPLEMENT to the DECLARATION OF CONDOMINIUM for CHAMBÉRY, a Utah Condominium Project, is made and executed by CHAMBÉRY, L.C., a Utah limited liability company, of 758 South 400 East, Suite 203, Orem, Utah 84097 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Original Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 19th day of February, 1999, as Entry No. 20260 in Book 4981 at Pages 777 through 848 of the Official Records of the County Recorder of Utah County, Utah (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 Supplemental Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 8th day of March, 1999, as Entry No. 28025 in Book No. 5004 at Page No. 51 of the Official Records of the County Recorder of Utah County, Utah (the "First Supplement").

Whereas, the related Plat Map(s) for Phase 2 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Second Supplemental Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 8th day of March, 1999, as Entry No. 28027 in Book No. 5004 at Page No. 56 of the Official Records of the County Recorder of Utah County, Utah (the "Second Supplement").

Whereas, the related Plat Map(s) for Phase 3 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Third Supplemental Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 11th day of May, 1999 as Entry No. 54763 in Book 5081

at Page 318 of the Official Records of the County Recorder of Utah County, Utah.

Whereas, the related Plat Map(s) for Phase 4 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Fourth Supplemental Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 11th day of May, 1999, as Entry No. 54765 in Book No. 5081 at Page No. 325 of the Official Records of the County Recorder of Utah County, Utah.

Whereas, the related Plat Map(s) for Phase 6 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Fifth Supplemental Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 11th day of May, 1999, as Entry No. 54767 in Book No. 5081 at Page No. 332 of the Official Records of the County Recorder of Utah County, Utah.

Whereas, the related Plat Map(s) for Phase 7 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Sixth Supplemental Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 24th day of June, 1999, as Entry No. 73584 in Book No. 5132 at Page No. 71 of the Official Records of the County Recorder of Utah County, Utah.

Whereas, the related Plat Map(s) for Phase 5 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Seventh Supplemental Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 17th day of August, 1999, as Entry No. 92063 in Book No. 5186 at Page No. 521 of the Official Records of the County Recorder of Utah County, Utah.

Whereas, the related Plat Map(s) for Phase 10 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the Eighth Supplemental Declaration was recorded in the office of the County Recorder of Utah County, Utah on the 17th day of August, 1999, as Entry No. 92065 in Book No. 5186 at Page No. 528 of the Official Records of the County Recorder of Utah County, Utah.

Whereas, the related Plat Map(s) for Phase 11 of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas Phase 3 was withdrawn from the Project in a written instrument entitled Withdrawal of Property recorded in the office of the County Recorder of Utah County, Utah on the 17 day of August, 1999, as Entry No. 92066 in Book No. 5186 at Page No. 525 of the Official Records of the County Recorder of Utah County, Utah.

Whereas, Phase 3 of the Project was resubmitted in the Ninth Supplemental Declaration which was recorded in the office of the County Recorder of Utah County, Utah on the 17th day of August, 1999, as Entry No. 92070 in Book No. 5186 at Page No. 543 of the Official Records of the County Recorder of Utah County, Utah.

Whereas, under Article III, Section 44 of the Declaration, Declarant reserved an option until the seven (7) years from the date following the first conveyance of a Unit in Phase I 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 "A-12" attached hereto and incorporated herein by this reference (the "Phase 12 Property").

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right, subject to the approval of the Office 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, Declarant desires to expand the Project by creating on the Phase 12 Property a residential condominium development.

Whereas, Declarant now intends to submit Phase 12;

Whereas, Declarant now intends that the Phase 12 Property shall become subject again to the provisions of the Act and the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this TENTH SUPPLEMENT to the DECLARATION OF CONDOMINIUM FOR CHAMBERY, a Utah Condominium Project.

1. Supplement to Definitions. Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

A. Tenth Supplemental Declaration shall mean and refer to this TENTH SUPPLEMENT TO THE DECLARATION OF CONDOMINIUM FOR CHAMBERY, a Utah Condominium Project.

B. Phase 12 Map shall mean and refer to the Amended Plat Map of Phase 12 of the Project, prepared and certified to by Gary W. Wier, a duly registered Utah Land Surveyor holding Certificate No. 333098, and filed for record in the Office of the County Recorder of Utah County, Utah concurrently with the filing of this Tenth Supplemental Declaration.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. Legal Description. The real property described in Exhibit A-12 is hereby resubmitted

to the provisions of the Act and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Supplemental Declaration:

3. Annexation. Declarant hereby declares that the Phase 12 Property shall be reannexed to and again become subject to the Declaration, which upon recordation of this Tenth Supplemental Declaration shall constitute and effectuate the reexpansion of the Project, making the real property described in Exhibit A-12 again subject to the functions, powers, rights, duties and jurisdiction of the Association.

4. Total Number of Units Revised. As shown on the Phase 12 Map, one (1) Building and twelve (12) additional Units are or will be constructed and/or created in the Project on the Phase 12 Property. The additional Building and Units are located within a portion of the Additional Land. Upon the recordation of the Phase 12 Map and this Tenth Supplemental Declaration, the total number of Units in the Project will be eighty-four (84) and the additional Units are substantially similar in construction, design and quality to the Building and Units in the prior Phases.

5. Percentage Interest Revised. Pursuant to the Act and the Declaration, Declarant is required, with the additional Units, to reallocate the undivided percentages of ownership interest in the Common Areas and Facilities (the "Percentage Interests"). Tenth Revised Exhibit "C" to the Declaration is deleted in its entirety and "Eleventh Revised Exhibit 'C,'" attached hereto and incorporated herein by this reference, is substituted in lieu thereof. The Percentage Interests set forth in Eleventh Revised Exhibit "C" have been computed on the basis of Par Value.

6. Leasing. Section 7 of Article III of the Declaration, Leases, is deleted in its entirety and the following language is substituted in lieu thereof:

7. Leases. In order to assure a community of congenial Owners and, thus, to protect the value of the Property, the leasing or renting of a Unit by any Owner (other than as herein provided for certain mortgagees) shall be subject to the following:

(a) Notice of Lease or Intent to Lease. The Management Committee may require any Owner who has leased his Unit or who intends to lease his Unit to give notice in writing to the Management Committee of such intention, stating: (1) the name and address of the current Lessee or the intended Lessee, (2) the terms of the proposed transaction, (3) such other information as the Committee may reasonably require and (4) if possible, shall provide the Committee with a copy of the lease or proposed lease.

(b) Lease Form, Rules and Regulations. The Committee shall have authority to require Owners to use a lease form approved by the Committee. The Committee shall also have the authority to make and to enforce leasing reasonable rules and regulations in order to enforce this section, including without limitation the right to impose fines or sanctions

for failure to comply.

(c) Restrictions. The leasing or renting of a Unit is subject to the following restrictions:

(1) Occupants. Anything to the contrary notwithstanding, a Unit Owner may rent his entire Unit or individual rooms within the Unit provided no more than three unrelated natural persons occupy the Unit.

(2) Parking. Since there are only two parking spaces assigned to each Unit, additional motor vehicles MUST be parked outside the Project. Guest, visitor or overflow parking MAY NOT be used by renters. Motor vehicles parked in violation of this restriction may be deflated, immobilized, towed or impounded without further notice or warning and at the owner's sole risk and expense.

(3) Transient, Short Term, Resort, Hotel, Seasonal, Vacation or Corporate Use Prohibited. No transient, resort, hotel, seasonal, vacation, corporate or short-term use is permitted. All Leases must be for an initial term of not less than six months.

(4) Subject To Project Documents. The Owner/lessor shall make available to the lessee copies of the Declaration, By Laws, House and Administrative Rules. By virtue of the Owner accepting a deed or other document of conveyance to a Unit and/or a lessee taking possession of a Unit, both the Owner/lessor and the less shall be deemed to be subject to the provisions, covenants, conditions and restrictions set forth in the Act, Declaration and By Laws, as well as all Administrative and House Rules and Regulations as may be adopted by the Committee from time to time.

(d) First Mortgagee's or Lender's Rights. Anything to the contrary notwithstanding, the provisions of this Section shall not apply to impair the rights of any Mortgagee to: (1) foreclose or take title to a Unit pursuant to remedies contained in any Mortgage; (2) take a deed or assignment in lieu of foreclosure; or (3) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

(e) No Other Restrictions. There are no other restrictions on the leasing of Units at the Project.

7. Effective Date. The effective date of this Tenth Supplemental Declaration and the Phase 12 Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Utah County, Utah.

IN WITNESS WHEREOF, Declarant has executed this instrument the 20 day of  
October, 1999.

CHAMBÉRY, L.C.  
 a Utah limited liability company

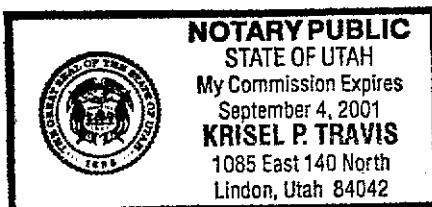
By: Wayne H. Corbridge, Manager  
 Title: Wayne H. Corbridge, Manager

STATE OF UTAH )

)  
 ss:

COUNTY OF UTAH )

On the 20 day of September, 1999, personally appeared before me WAYNE H. CORBRIDGE, who by me being duly sworn, did say that he is the Manager of CHAMBÉRY, 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: Lindon, UT  
 Commission Expires: Sept. 4, 2001

## Exhibit "A-12"

CHAMBÉRY PHASE12  
LEGAL DESCRIPTION

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

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT WHICH IS EAST A DISTANCE OF 541.62 FEET AND SOUTH A DISTANCE OF 1112.45 FEET FROM THE NORTH QUARTER CORNER OF SECTION 28; T. 6 S., R. 2 E., S.L.B.&M.; THENCE S. 26°14'34" E. A DISTANCE OF 146.91 FEET; THENCE SOUTHEASTERLY A DISTANCE OF 18.11 FEET ALONG THE ARC OF A 38.00-Foot RADIUS CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°18'22", SUBTENDED BY A CHORD THAT BEARS S. 12°35'23" E. A DISTANCE OF 17.94 FEET; THENCE S. 01°03'48" W. A DISTANCE OF 22.83 FEET; THENCE N. 88°58'12" W. A DISTANCE OF 20.80 FEET; THENCE S. 01°03'48" W. A DISTANCE OF 23.00 FEET; THENCE N. 88°58'12" W. A DISTANCE OF 78.89 FEET TO A POINT OF CURVATURE OF A 67.00-Foot RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY A DISTANCE OF 40.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 34°16'21", SUBTENDED BY A CHORD THAT BEARS N. 71°48'01" W. A DISTANCE OF 39.48 FEET TO A POINT OF REVERSE CURVATURE OF A 133.00-Foot RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY A DISTANCE OF 9.12 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 3°55'37", SUBTENDED BY A CHORD THAT BEARS N. 56°37'39" W. A DISTANCE OF 9.11 FEET; THENCE N. 30°58'42" E. A DISTANCE OF 22.77 FEET TO A POINT OF CURVATURE OF A 154.00-Foot RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY A DISTANCE OF 10.64 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 3°37'26", SUBTENDED BY A CHORD THAT BEARS N. 80°17'12" W. A DISTANCE OF 10.63 FEET; THENCE N. 26°08'51" E. A DISTANCE OF 8.27 FEET TO A POINT OF CURVATURE OF A 28.50-Foot RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 12.19 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 24°30'30", SUBTENDED BY A CHORD THAT BEARS N. 13°53'36" E. A DISTANCE OF 12.10 FEET; THENCE N. 01°38'21" E. A DISTANCE OF 100.07 FEET; TO POINT OF CURVATURE OF A 80.00-Foot RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY A DISTANCE OF 33.32 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 23°51'59", SUBTENDED BY A CHORD THAT BEARS N. 63°45'26" E. A DISTANCE OF 33.08 FEET THENCE N. 64°16'24" E. A DISTANCE OF 17.00 FEET; THENCE N. 26°14'34" W. A DISTANCE OF 7.23 FEET; THENCE N. 63°45'26" E. A DISTANCE OF 23.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.45 ACRES, MORE OR LESS.

**ELEVENTH REVISED EXHIBIT "C"**  
**PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST**

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Par Value</u>
1	P	1	1.19%	100
1	P	2	1.19%	100
1	P	3	1.19%	100
1	P	4	1.19%	100
1	P	5	1.19%	100
1	P	6	1.19%	100
2	B	1	1.19%	100
2	B	2	1.19%	100
2	B	3	1.19%	100
2	B	4	1.19%	100
2	B	5	1.19%	100
2	B	6	1.19%	100
2	B	7	1.19%	100
2	B	8	1.19%	100
2	B	9	1.19%	100
2	B	10	1.19%	100
2	B	11	1.19%	100
2	B	12	1.19%	100
3	A	1	1.19%	100
3	A	2	1.19%	100
3	A	3	1.19%	100
3	A	4	1.19%	100
3	A	5	1.19%	100
3	A	6	1.19%	100
3	A	7	1.19%	100
3	A	8	1.19%	100
3	A	9	1.19%	100
3	A	10	1.19%	100
3	A	11	1.19%	100
3	A	12	1.19%	100
4	O	1	1.19%	100
4	O	2	1.19%	100
4	O	3	1.19%	100
4	O	4	1.19%	100
5	Q	1	1.19%	100
5	Q	2	1.19%	100
5	Q	3	1.19%	100

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Par Value</u>
5	Q	4	1.19%	100
5	Q	5	1.19%	100
5	Q	6	1.19%	100
6	C	1	1.19%	100
6	C	2	1.19%	100
6	C	3	1.19%	100
6	C	4	1.19%	100
6	C	5	1.19%	100
6	C	6	1.19%	100
6	C	7	1.19%	100
6	C	8	1.19%	100
6	C	9	1.19%	100
6	C	10	1.19%	100
6	C	11	1.19%	100
6	C	12	1.19%	100
7	E	1	1.19%	100
7	E	2	1.19%	100
7	E	3	1.19%	100
7	E	4	1.19%	100
7	E	5	1.19%	100
7	E	6	1.19%	100
7	E	7	1.19%	100
7	E	8	1.19%	100
7	E	9	1.19%	100
7	E	10	1.19%	100
7	E	11	1.19%	100
7	E	12	1.19%	100
10	L	1	1.47%	100
10	L	2	1.19%	100
10	L	3	1.19%	100
10	L	4	1.19%	100
11	K	1	1.47%	100
11	K	2	1.19%	100
11	K	3	1.19%	100
11	K	4	1.19%	100
12	D	1	1.19%	100
12	D	2	1.19%	100
12	D	3	1.19%	100

<u>Phase</u>	<u>Bldg</u>	<u>Unit No.</u>	<u>Percentage Interest</u>	<u>Par Value</u>
12	D	4	1.19%	100
12	D	5	1.19%	100
12	D	6	1.19%	100
12	D	7	1.19%	100
12	D	8	1.19%	100
12	D	9	1.19%	100
12	D	10	1.19%	100
12	D	11	1.19%	100
12	D	12	1.19%	100
TOTAL:		10	84	100.00%
				8400