

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
PHEASANT RUN ESTATES

This Amendment to Declaration of Covenants, Conditions, and Restrictions of Pheasant Run Estates is made and executed this 1st day of November, 1989, by PHEASANT RUN DEVELOPMENT, a Utah general partnership (hereinafter referred to as "Declarant") and certain other persons with an ownership interest in the real property (the "Property") described on Exhibit "A" attached hereto and incorporated herein by this reference, sometimes referred to herein as "Lot Owners."

RECITALS

A. On the 1st day of June, 1987, Declarant caused to be filed for record in the office of the County Recorder of Washington County, Utah, the Declaration of Covenants, Conditions, and Restrictions of Pheasant Run Estates, (the "Declaration"), which was recorded as Entry No 315998 in Book 454, pages 94-117, of the Official Records of Washington County.

B. Declarant and the Lot Owners have determined that to provide for the preservation and enhancement of the property value and for maintenance of the Common Areas as set forth in the Declaration requires that said Declaration be amended as hereinafter set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant and Lot Owners hereby amend said Declaration as follows.

Paragraph 3 of Article IX, ARCHITECTURAL CONTROL, is amended to read as follows

3. Standard. In deciding whether to approve or disapprove plans and specifications submitted to it, the Committee shall use its best judgment to insure that all improvements, construction, landscaping and alterations of Lots within the Property are compatible as to nature, kind, shape, height, materials, exterior color, surface, texture, and location of such improvements. Cost of the material used shall be one factor to be considered by the Committee. The Board may formulate general guidelines and procedures. The adopted guidelines and procedures shall be incorporated in the Book of Resolutions and the Architectural Control

0356169 By 0539 Pg 0656

RUSSELL SHIRTS * WASHINGTON CO RECORDER
1989 NOV 01 16 13 PM FEE \$11.50 BY PJ
REQUEST WASHINGTON COUNTY TITLE CO

Committee, or the Board, as the case may be, shall act in accordance with such guidelines and procedures. All Living Units, exclusive of garage, porches, patios, and balconies, shall have a minimum of 3,000 square feet of living space if said Living Unit contains only a single floor, and a minimum of 4,000 square feet of living space if the Living Unit contains more than one floor. Furthermore, all walls to be constructed on the perimeter of any Lot shall be of brick, colored block, or stuccoed block and shall be harmonious and compatible with the wall constructed by Declarant on the east perimeter of the Development.

Article III, MEMBERSHIP AND VOTING RIGHTS, is amended to include the following paragraph.

2.1 Default by Declarant. Notwithstanding anything contained in the Declaration to the contrary, in the event of default by Declarant under the terms of any trust deed, mortgage or other security device encumbering the Property which results in the transfer of title to any of said Property from Declarant to any secured party, through foreclosure, deed in lieu of foreclosure, or other means, each Class A Member of the Association shall immediately thereafter be entitled to twenty (20) votes for each Lot in which an interest for membership in the Association is held.

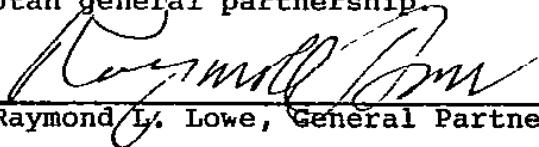
This Amendment shall take effect upon its being filed for record in the office of County Recorder of Washington County, Utah.

EXECUTED as of the day and year first above written.

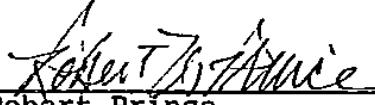
DECLARANT.

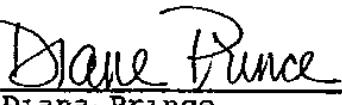
PHEASANT RUN DEVELOPMENT,
a Utah general partnership.

By


Raymond L. Lowe, General Partner

LOT OWNERS:


Robert Prince


Diana Prince

Diane

0356169 8k 0539 Pg 0657

Jeffrey Yause (Co-V Power of Attorney)
Jeffrey Yause

Chery1 Vause
Chery1 Vause

STATE OF UTAH)
COUNTY OF WASHINGTON) : ss

On the 1st day of November, 1989, personally appeared before me RAYMOND L. LOWE, who being by me duly sworn, did way that he ~~is~~ the general partner of Pheasant Run Development, a ~~Utan~~ general partnership, and that this Amendment to Declaration was signed on behalf of said partnership and said RAYMOND L. LOWE acknowledged to me that said partnership executed the same.

1res: Aug 2 1991

Notary Public

Residing at: New Harmony, U.S.

STATE OF UTAH)
: ss
COUNTY OF WASHINGTON)

On the 1st day of November, 1989, personally appeared before me ROBERT PRINCE and DIANE PRINCE, his wife, the signers of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

A circular stamp with a double-line border. The text "ELWIN F. PHILCO" is at the top, "My Commission Expires: 8-2-1991" is in the center, and "U.S. GOVERNMENT" is at the bottom.

Elwin Prince
Notary Public
Residing at: New Harmony, CT

STATE OF UTAH)
: ss
COUNTY OF WASHINGTON)

On the 1st day of November, 1989, personally appeared before me JEFFERY VAUSE, and CHERYL VAUSE, his wife, the signers
by CHERYL VAUSE, his attorney-in-fact

of the above and foregoing instrument, who duly acknowledged to me that they executed the same.



My Commission Expires 8-8-1991

Elwin F. Prince
Notary Public
Residing at: New Harmony, Utah

0356169 Bk 0539 Pg 0659

EXHIBIT "A"

Legal Description of Pheasant Run Estates Subdivision

Beginning at a point S 0°26'30" W 340.66 feet along the subdivision boundary line from the Northwest Corner of Lot 1, Bloomington Gardens No. 2 Subdivision, a subdivision located in Section 14, Township 43 South, Range 16 West, Salt Lake Base and Meridian, and running thence S 0°26'30" W 647.00 feet along said subdivision boundary line, thence N 83°38' W 265.79 feet along said subdivision boundary line; thence S 85°08' W 516.98 feet; thence West 114.60 feet; thence North 418.00 feet; thence N 40°00' E 130.96 feet, thence North 120.13 feet; thence N 88°23'20" E 493.04 feet; thence N 0°35' W 332.02 feet to a point of a 15.00 foot radius curve to the left; thence Northerly and Westerly 23.93 feet along the arc of said curve to a point on the South line of Bloomington Drive; thence N 88°00' E 12.765 feet along the South line of Bloomington Drive to a point of a 3,971.12 foot radius curve to the right; thence Northeasterly 67.50 feet along the arc of said curve and the south line of Bloomington Drive to a point of a reverse curve to the left, the radius point of which is S 1°01'34" E 15.00 feet, thence Westerly and Southerly 23.45 feet along the arc of said curve, thence S 0°35' E 332.52 feet; Thence N 88°23'20" E 271.95 feet to the point of beginning. Containing 12.986 acres, more or less.

Together with an easement for utilities and drainage over the following described property: Beginning at the Northwest corner of Lot 12, Bloomington Gardens No. 2 Subdivision, and running thence S 0°12' E 195.43 feet, thence West 15.00 feet; thence N 0°12' W 194.15 feet; thence N 85°08' E 15.05 feet to the point of beginning.