

When Recorded, Mail To:

Attn: _____

Property No. 540-2220

Tax Parcel ID # 14-004-0305

ENT 93924: 2011 PG 1 of 8
Jeffery Smith
Utah County Recorder
2011 Dec 28 03:45 PM FEE 115.00 BY EO
RECORDED FOR Kirton & McConkie
ELECTRONICALLY RECORDED

(Space Above for Recorder's Use)

2011 AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS

PROPERTY RESERVE, INC., a Utah nonprofit corporation ("**PRI**"), AUTUMN MOUNTAIN LC, a Utah limited liability company ("**Autumn Mountain**"), MEADOWBROOK PROPERTIES LIMITED PARTNERSHIP, a Utah limited partnership ("**Meadowbrook**," collectively with Autumn Meadows to be referred to hereinafter as "**Patterson**"), and TEMPLE CORPORATION OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah nonprofit corporation (the "**Adjacent Landowner**") make and adopt this 2011 Amendment to Covenants, Conditions and Restrictions (this "**Amendment**").

1. Factual Background.

A. On or about November 25, 1992, PRI and Patterson made and executed that certain document entitled Covenants, Conditions and Restrictions (the "**1992 Declaration**"), which 1992 Declaration was recorded on December 4, 1992 as Instrument Number 66764, in Book 3051, at Page 633, in the official records of the Utah County Recorder. The 1992 Declaration was amended by that certain Amendment to Covenants, Conditions and Restrictions made and executed by Patterson, PRI and the Adjacent Landowner in early 2000 (the "**2000 Amendment**"), but which 2000 Amendment was not actually recorded until March 7, 2003 as Instrument Number 34068:2003, in the official records of the Utah County Recorder. The 1992 Declaration contains the following provision:

"This Declaration may be amended by duly recording an instrument executed and acknowledged by PRI, the Adjacent Landowner, their respective successors or assigns, and the then owners of three-quarters of the lots comprising the property, or if the property has not been subdivided, then by PRI, the Adjacent Landowner, or their respective successors or assigns and Patterson or its respective successors or assigns."

B. The 1992 Declaration defined the Adjacent Landowner as the owner of that certain real property described on Exhibit B to the 1992 Declaration. Temple Corporation of The Church of Jesus Christ of Latter-day Saints, a Utah nonprofit corporation, is now the owner of that certain real property described on Exhibit B to the 1992 Declaration. Additionally, Robert and Patricia Patterson have transferred their right, title and interest in the property

encumbered by the 1992 Declaration, as amended (the “**Encumbered Property**”), to Autumn Mountain and Meadowbrook (see Exhibit A, a copy of which is attached hereto and incorporated herein by this reference, for chains of title for each respective owner). Accordingly, PRI, Patterson, and the Adjacent Landowner have the authority to further amend the 1992 Declaration pursuant to the above-cited provision.

C. As set forth above, Patterson owns the Encumbered Property, the legal description of which is set forth on Exhibit B to this Amendment. The portion of the Encumbered Property subject to the 1992 Declaration consists of any portion of real property lying within 466 feet of the real property owned by PRI and the Adjacent Landowner.

D. Patterson has a recorded subdivision on the Encumbered Property. The Encumbered Property is currently zoned R-1-9000 within American Fork City (the “**City**”). Due to a scheduled expansion of Timpanogos Boulevard, Patterson is seeking to propose a new subdivision to be recorded on the Encumbered Property. The R-1-9000 zone within the City allows for the conditional approval of a planned unit development of 7,500 square foot individual lots. Patterson is seeking to modify the 1992 Declaration to allow a planned unit development for an active adult community that would have a minimum size of 7,500 square foot lots and setbacks as allowed by City guidelines (the “**PUD**”).

2. Agreement. PRI, Patterson and the Adjacent Landowner hereby agree to modify the 1992 Declaration, as amended, to allow the PUD on the Encumbered Property, provided that:

A. Lot sizes on the Encumbered Property are in compliance with the existing City guidelines and meet: (i) the minimum size of 7,500 square feet; and (ii) the setback requirements defined by the City;

B. With the exception of the PUD, the lot sizes, and the setbacks, all other remaining requirements of the 1992 Declaration, as amended, shall be in full force and effect; and

C. Any homeowners association created to oversee the Encumbered Property shall include the requirements, restrictions and provisions of the 1992 Declaration, as amended by the 2000 Amendment and this Amendment.

3. Approval. Prior to submitting subdivision plans to the City for review and approval, PRI and the Adjacent Landowner shall be entitled to review and approve the plans, which approval shall not be unreasonably withheld, but may be conditioned upon the proposed improvements being satisfactory from an aesthetic point of view to both PRI and the Adjacent Landowner. PRI and Adjacent Landowner shall also be entitled to review and approve the architectural plans for the model homes (and accompanying elevations) to be constructed within the PUD, such approval shall not be unreasonably withheld or delayed. Without limiting PRI’s and the Adjacent Landowner’s rights of review and approval as set forth above, Patterson agrees that any and all fences, walls and landscaping running along Timpanogos Boulevard must be approved by PRI and the Adjacent Landowner. Specifically, fencing or wall design, color, texture and materials shall complement the landscaping and architecture of the buildings located

on the adjacent property owned by the Adjacent Landowner, and must be made of brick, masonry, stone, pre-cast or other similar product approved by PRI and Adjacent Landowner. In addition to the foregoing, Patterson agrees that any and all homes constructed directly adjacent to Timpanogos Boulevard shall be constructed of either brick or stone, which brick or stone must cover each side of such homes.

4. **Reaffirmation.** Except as expressly modified herein, the 1992 Declaration, as amended, remains in full force and effect in accordance with its terms. The individuals executing this Amendment represent and warrant that they have received all approvals and corporate/company authorization(s) to sign on behalf of, and bind, the entity for which they are signing below.

5. Amendment to Agreement. This Amendment amends the 1992 Declaration, as amended. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the 1992 Declaration, as previously amended, the terms of this Amendment shall control.

6. Counterparts. This Amendment may be executed in counterparts and signed separately by the parties hereto, which when taken together shall constitute one original document. Signatures may be delivered by facsimile, email or by overnight delivery, and in either case shall bind the parties to this Amendment.

DATED this 27 day of December, 2011.

PRI:

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By:

Name: Dean M. Davis

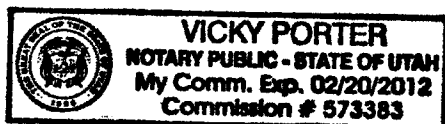
Its: Authorized Agent

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On this 27 day of December, 2011, personally appeared before me Dean M. Davies, known or satisfactorily proved to me to be the Authorized Agent of Property Reserve, Inc., a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said corporation.



Vicky Porter
Notary Public for Utah

[further signatures and acknowledgements to follow]

Autumn Mountain: AUTUMN MOUNTAIN LC,
a Utah limited liability company

By: Blaine Patterson
Name: Blaine Patterson
Its: Manager

STATE OF UTAH)
) :SS
COUNTY OF Utah)

On this 20th day of December, 2011, personally appeared before me Blaine Patterson, known or satisfactorily proved to me to be the manager of Autumn Mountain LC, a Utah limited liability company, who acknowledged to me that he signed the foregoing instrument as manager for said limited liability company.



Meadowbrook:

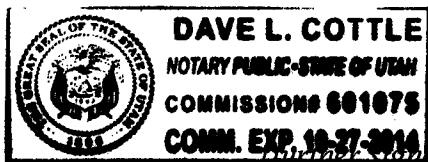
Dave L. Cottle
Notary Public for Utah

MEADOWBROOK PROPERTIES LIMITED
PARTNERSHIP, a Utah limited partnership
By: Meadowbrook Property Management, LLC
Its: General Partner

By: Wayne M. Patterson
Name: Wayne M. Patterson
Its: Manager

STATE OF UTAH)
) :SS
COUNTY OF UTAH)

On this 20th day of December, 2011, personally appeared before me Wayne M. Patterson, known or satisfactorily proved to me to be the Manager of Meadowbrook Property Management, LLC, a Utah limited liability company, proven to me to be the General Partner of Meadowbrook Properties Limited Partnership, a Utah limited partnership, who acknowledged to me that said limited liability company executed the foregoing instrument as the General Partner of said limited partnership.



Dave L. Cottle
Notary Public for Utah

[Further signatures and acknowledgements to follow]

Adjacent Landowner:

TEMPLE CORPORATION OF THE CHURCH OF
JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah nonprofit corporation

By: *Thomas E. Coburn* *B*
Name: Thomas E. Coburn
Its: President, Temple Corp.

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 28th day of December, 2011, personally appeared before me
_____, known or satisfactorily proved to me to be the President of Temple
Corporation of The Church of Jesus Christ of Latter-day Saints, a Utah non-profit corporation,
who acknowledged to me that he signed the foregoing instrument as President for said
corporation.



Sharon L. Chase
Notary Public for Utah

EXHIBIT A

[Chains of Title]

CHAIN

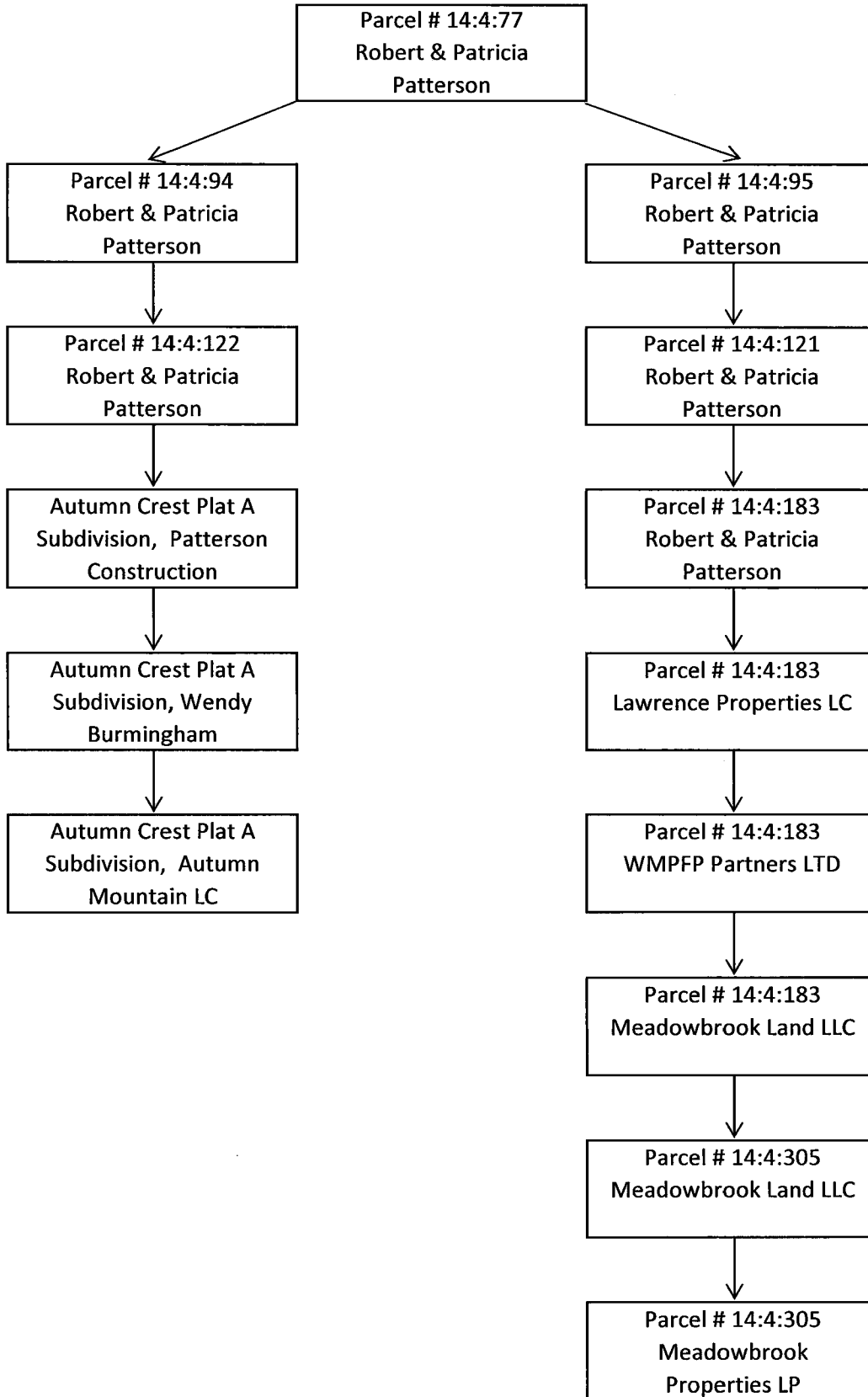


EXHIBIT B

[Legal Description of the Encumbered Property]

LOTS 1 THROUGH 90, PLAT A, AUTUMN CREST SUBDIVISION , American Fork, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

and

COMMENCING NORTH 2599.29 FEET & WEST 1611.43 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89 ° 31' 0" EAST 262.84 FEET; THENCE SOUTH 0° 9' 41" EAST 1797.86 FEET; THENCE SOUTH 66° 30' 16" WEST 383.91 FEET; THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS: NORTH 39° 23' 53" WEST 37.06 FEET, RADIUS = 886 FEET); THENCE NORTH 40° 35' 47" WEST 588.79 FEET; THENCE NORTH 50° 53' 13" EAST 146.65 FEET; THENCE NORTH 60° 3' 37" EAST 133.62 FEET; THENCE NORTH 67° 7' 15" EAST 133.62 FEET; THENCE NORTH 74° 10' 52" EAST 133.62 FEET; THENCE NORTH 82° 4' 10" EAST 59.12 FEET; THENCE NORTH 7° 55' 50" WEST 170 FEET; THENCE SOUTH 82° 4' 10" WEST 20.07 FEET; THENCE NORTH 0° 10' 0" WEST 851.69 FEET; THENCE SOUTH 89° 31' 0" WEST 1.46 FEET; THENCE NORTH 0° 29' 0" WEST 199.96 FEET TO THE POINT OF BEGINNING. AREA 15.877 AC.