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WHEN RECORDED RETURN TO:  
Countryside Development, L.C.  
1862 North 1120 West  
Provo, Utah 84604  
(801) 374-1111

ENT 196061:2003 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Dec 12 4:15 pm FEE 77.00 BY LJ  
RECORDED FOR MOUNTAIN WEST TITLE CO

**SECOND AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM FOR  
TOWN CENTER CONDOMINIUM**  
*(To correct an inadvertent clerical error)*

This Second Amendment to the Declaration of Declaration of Condominium for Town Center Condominium is made and executed by Countryside Development, L.C. of 1862 North 1120 West, Provo, Utah 84604 (the "Declarant").

**RECITALS**

Whereas, the Original Declaration of Condominium for Town Center Condominium was recorded in the office of the County Recorder of Utah County, Utah on November 7, 2002 as Entry No. 133429:2002 of the Official Records (the "Declaration").

Whereas, the First Amendment to the Declaration of Condominium for Town Center Condominium was recorded in the office of the County Recorder of Utah County, Utah on August 12, 2003 as Entry No. 127769:2003 of the Official Records (the "First Amendment").

Whereas, the First Supplement to the Declaration of Condominium for Town Center Condominium was recorded in the office of the County Recorder of Utah County, Utah on August 12, 2003 as Entry No. 127770:2003 of the Official Records (the "First Amendment").

Whereas, the related Plat Map(s) for Phases I and II of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, this document is prepared to correct inadvertent clerical errors in the Declaration and in Article III, Section 31(b) of the Declaration, Declarant reserved the unilateral right to amend the Declaration.

Whereas, this affects the real property located in Utah County, Utah described with particularity on Exhibits "A" attached hereto and incorporated herein by this reference.

## 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 Owners thereof, Declarant hereby amends the Declaration as follows:

1. Article III, Sections 1 and 21(l) of the Declaration are hereby amended in their entirety and the following provisions are substituted in lieu thereof in order to strike any reference to "clubhouse, swimming pool, spa, basketball court and tot lot," which were never intended to be nor were part of the project as shown on the master plan and Maps.

1. Description of Improvements. Phase 1 of the Project will include the following significant improvements: Two (2) Buildings and twenty-four (24) Units. Each Unit will have at least one (1) assigned covered parking stall. Some Units will have two (2). There will be no basements. Each Building will be two three (3) stories. The Units will be constructed principally of concrete foundations with exterior walls of either masonry, stucco, stone, or vinyl or wood siding, or a combination thereof, architectural grade asphalt shingle roofing, interior walls of wood studs, plywood and dry wall plaster. The Common Area and Facilities will include a parking areas, open areas, green space, landscaping, roadways, walkways, utility systems, and entry. The Project will also contain other improvements of a less significant nature. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Survey Map.

21. Common Expenses. Each Owner shall pay his Assessments subject to and in accordance with the procedures set forth below . . .

l) Capital Improvement Table. The Committee shall establish and update at least annually a Capital Improvement Table which shall list each major capital improvement in the Project (e.g. roofs, roads, building exteriors, etc.) each item's expected useful life, the present cost of replacement, the estimated cost to replace the item at the end of its useful life, the percentage and amount of the Common Area Assessment currently set aside in the reserve account to replace the item at the end of its useful life, and the amount of money currently set aside in the reserve account for the replacement of the item.

2. Conflict. In the event of any conflict, inconsistency, or incongruity between the provisions of this amendment to the Declaration and the provisions of the Declaration, the former shall in all instances control.

3. Severability. Any provision in this contract, or part thereof, prohibited by the laws of the State of Utah, shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this document.

4. Effective Date. The effective date of this amendment to the Declaration shall be the date on which said instrument is filed for record in the Office of the County Recorder of Utah County, Utah.

EXECUTED the 11<sup>th</sup> day of December, 2003.

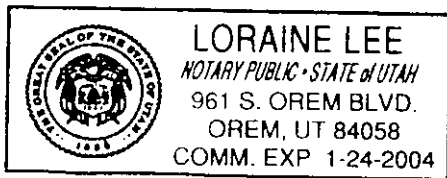
DECLARANT:  
COUNTRYSIDE DEVELOPMENT, L.C.  
a Utah limited liability company

By: *Brian Snelson*  
Name: Brian Snelson  
Title: Managing Member

STATE OF UTAH            )  
)ss.  
COUNTY OF UTAH        )

On the 11<sup>th</sup> day of December, 2003, personally appeared before me Brian Snelson, who by me being duly sworn, did say that he is the Managing Member of COUNTRYSIDE DEVELOPMENT, L.C., a Utah Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said COUNTRYSIDE DEVELOPMENT L.C. pursuant to its Articles of Organization and/or by authority of a resolution of its members, and said Brian Snelson, duly acknowledged to me that COUNTRYSIDE DEVELOPMENT, L.C. executed the same.

*Lorraine Lee*  
NOTARY PUBLIC  
Residing At: *UTAH COUNTY*



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

<b>Phase No.</b>	<b>Bldg. No.</b>	<b>Unit No.</b>	<b>Street Address</b>	<b>Parcel No.</b>
1	A	1	151 S. Pleasant Grove Blvd #1	53:273:0001:2004
1	A	2	151 S. Pleasant Grove Blvd #2	53:273:0002:2004
1	A	3	151 S. Pleasant Grove Blvd #3	53:273:0003:2004
1	A	4	151 S. Pleasant Grove Blvd #4	53:273:0004:2004
1	A	5	151 S. Pleasant Grove Blvd #5	53:273:0005:2004
1	A	6	151 S. Pleasant Grove Blvd #6	53:273:0006:2004
1	A	7	151 S. Pleasant Grove Blvd #7	53:273:0007:2004
1	A	8	151 S. Pleasant Grove Blvd #8	53:273:0008:2004
1	A	9	151 S. Pleasant Grove Blvd #9	53:273:0009:2004
1	A	10	151 S. Pleasant Grove Blvd #10	53:273:0010:2004
1	A	11	151 S. Pleasant Grove Blvd #11	53:273:0011:2004
1	A	12	151 S. Pleasant Grove Blvd #12	53:273:0012:2004
1	B	13	159 S. Pleasant Grove Blvd #13	53:273:0013:2004
1	B	14	159 S. Pleasant Grove Blvd #14	53:273:0014:2004
1	B	15	159 S. Pleasant Grove Blvd #15	53:273:0015:2004
1	B	16	159 S. Pleasant Grove Blvd #16	53:273:0016:2004
1	B	17	159 S. Pleasant Grove Blvd #17	53:273:0017:2004
1	B	18	159 S. Pleasant Grove Blvd #18	53:273:0018:2004
1	B	19	159 S. Pleasant Grove Blvd #19	53:273:0019:2004
1	B	20	159 S. Pleasant Grove Blvd #20	53:273:0020:2004
1	B	21	159 S. Pleasant Grove Blvd #21	53:273:0021:2004
1	B	22	159 S. Pleasant Grove Blvd #22	53:273:0022:2004
1	B	23	159 S. Pleasant Grove Blvd #23	53:273:0023:2004
1	B	24	159 S. Pleasant Grove Blvd #24	53:273:0024:2004

Phase No.	Unit No.	Street Address	Parcel No.
2	25	155 S. Pleasant Grove Blvd #25	53:287:0025:2004
2	26	155 S. Pleasant Grove Blvd #26	53:287:0026:2004
2	27	155 S. Pleasant Grove Blvd #27	53:287:0027:2004
2	28	155 S. Pleasant Grove Blvd #28	53:287:0028:2004
2	29	155 S. Pleasant Grove Blvd #29	53:287:0029:2004
2	30	155 S. Pleasant Grove Blvd #30	53:287:0030:2004
2	31	155 S. Pleasant Grove Blvd #31	53:287:0031:2004
2	32	155 S. Pleasant Grove Blvd #32	53:287:0032:2004
2	33	155 S. Pleasant Grove Blvd #33	53:287:0033:2004
2	34	155 S. Pleasant Grove Blvd #34	53:287:0034:2004
2	35	155 S. Pleasant Grove Blvd #35	53:287:0035:2004
2	36	155 S. Pleasant Grove Blvd #36	53:287:0036:2004
2	37	165 S. Pleasant Grove Blvd #37	53:287:0037:2004
2	38	165 S. Pleasant Grove Blvd #38	53:287:0038:2004
2	39	165 S. Pleasant Grove Blvd #39	53:287:0039:2004
2	40	165 S. Pleasant Grove Blvd #40	53:287:0040:2004
2	41	165 S. Pleasant Grove Blvd #41	53:287:0041:2004
2	42	165 S. Pleasant Grove Blvd #42	53:287:0042:2004
2	43	165 S. Pleasant Grove Blvd #43	53:287:0043:2004
2	44	165 S. Pleasant Grove Blvd #44	53:287:0044:2004
2	45	165 S. Pleasant Grove Blvd #45	53:287:0045:2004
2	46	165 S. Pleasant Grove Blvd #46	53:287:0046:2004
2	47	165 S. Pleasant Grove Blvd #47	53:287:0047:2004
2	48	165 S. Pleasant Grove Blvd #48	53:287:0048:2004
2	49	169 S. Pleasant Grove Blvd #49	53:287:0049:2004
2	50	169 S. Pleasant Grove Blvd #50	53:287:0050:2004
2	51	169 S. Pleasant Grove Blvd #51	53:287:0051:2004
2	52	169 S. Pleasant Grove Blvd #52	53:287:0052:2004
2	53	169 S. Pleasant Grove Blvd #53	53:287:0053:2004
2	54	169 S. Pleasant Grove Blvd #54	53:287:0054:2004
2	55	169 S. Pleasant Grove Blvd #55	53:287:0055:2004
2	56	169 S. Pleasant Grove Blvd #56	53:287:0056:2004
2	57	169 S. Pleasant Grove Blvd #57	53:287:0057:2004
2	58	169 S. Pleasant Grove Blvd #58	53:287:0058:2004
2	59	169 S. Pleasant Grove Blvd #59	53:287:0059:2004
2	60	169 S. Pleasant Grove Blvd #60	53:287:0060:2004