

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR THE
VILLAGE ON 12TH CONDOMINIUMS**

Introductory Clause: This Second Amendment (the "Amendment") to the Declaration of Condominium for the Village on 12th Condominium (the "Declaration"), made this 20 day of December, 2018, executed by 12th South Investments, LLC, acting as the "Declarant" as that term is defined in the Declaration.

WHEREAS, on or about November 14, 2017, the Declarant executed the Declaration, and

WHEREAS, on or about the 17th of November, 2017, the Declarant filed the Declaration with the ~~Utah~~ Wasatch County Recorder's Office, and

WHEREAS, on or about November 30, 2018, the Declarant executed a First Amendment to the Declaration, and

WHEREAS, on or about the 4th day of December, 2018, the Declarant filed the First Amendment with the ~~Utah~~ Wasatch County Recorder's Office, and

WHEREAS, Article III, Section 32(a) of the Declaration states that: "Until after the termination of the Period of Declarant's Control, this document and the Condominium Plat may be unilaterally amended by the Execution by Declarant of an instrument amending the same without any additional approval required, and no other amendment shall be valid or enforceable without the Declarant's prior written consent. Declarant expressly reserves the right to change the definition of Common Area and/or Unit, and their designation on the Plat, in order to expand the definition of a Unit to include the roof, exterior walls, footings and foundations, etc., provided the maintenance, repair and replacement of such items remain part of the Area of Common Responsibility and the Project is developed in accordance with the approved development plan of the City's planning commission", and

WHEREAS, Article I, Section 34 of the Declaration defines the term "Period of Declarant's Control" as "a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) five (5) years from the effective date of this Declaration, (b) not less than 120 days after 75% of the Units have been conveyed, or (c) the Declarant executes and records a written Waiver of his right to control", and

WHEREAS, Article III, Section 16(c) of the Declaration provides that the Management Committee shall have "the authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Condominium Plat which has been approved by the vote or consent necessary to authorize such amendment", and

WHEREAS, the Management Committee currently consists of Brad Morgan and Joel Johnson.

NOW, THEREFORE, IT IS AGREED:

1. That Article III, Section 29(m) of the Declaration is hereby amended in its entirety so that after the amendment it will read as follows:


m) Termination of Legal Status. Any action to terminate the legal status of the Project after Substantial Destruction or Condemnation occurs shall be agreed to by Unit Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association and by Eligible Mortgage holders who represent at least fifty-one (51%) percent of the votes of the Units that are subject to mortgages held by eligible holders.

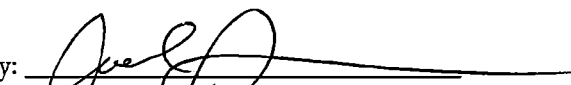
The termination of the legal status of the Project for reasons other than Substantial Destruction or Condemnation of the property shall be agreed to by Eligible Mortgage holders that represent at least sixty-seven (67%) percent of the votes of the mortgaged Units. However, implied approval may be assumed when an Eligible Mortgage holder (except (where appropriate) the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA)) fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

2. All other provisions of the Declaration which are not in contradiction with this amendment shall remain fully enforceable as written. Any provision or term found to have multiple reasonable interpretations shall be interpreted according to that interpretation most compatible with this amendment. Any provision, the interpretation of which cannot be made compatible with this amendment shall be disregarded as unenforceable and in any case, this amendment shall take priority.

DECLARANT:

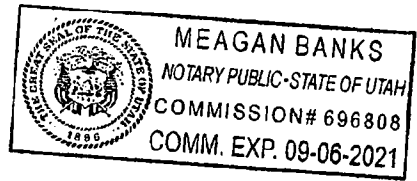
12th South Investments, LLC

By: 
Brad Morgan, Manager

By: 
Joel Johnson, Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 10th day of December, 2018, personally appeared before me Brad Morgan and Joel Johnson, the signers of the foregoing instrument, acting as managers of 12th South Investments, LLC, who duly acknowledged to me that they executed the same.



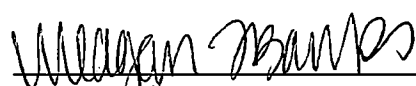

Notary Public

EXHIBIT "A"

Units 7101, 7102, 7103, 7104, 7201, 7202, 7203, 7204, 7301, 7302, 7303, 7304 in Building 7, and Units 8101, 8102, 8103, 8104, 8201, 8202, 8203, 8204, 8301, 8302, 8303, 8304, Building 8, THE VILLAGE ON 12TH CONDOMINIUMS PHASE 2, as the same is identified in the Condominium Plat recorded in Wasatch County, Utah as Entry No. 454332 in Book 1229 at page 632 of the official records of the Wasatch County Recorder (as said Condominium Plat may have heretofore been amended or supplemented) and in the Declaration of Condominium for The Village on 12th Condominiums, recorded in Wasatch County, Utah as Entry No. 445332 in Book 1207 at Page 1529 of the official records of the Wasatch County Recorder (as said Declaration may have heretofore been supplemented)

Parcel Number 00-0021-3137 UNIT 7101
 Parcel Number 00-0021-3138 UNIT 7102
 Parcel Number 00-0021-3139 UNIT 7103
 Parcel Number 00-0021-3140 UNIT 7104
 Parcel Number 00-0021-3141 UNIT 7201
 Parcel Number 00-0021-3142 UNIT 7202
 Parcel Number 00-0021-3143 UNIT 7203
 Parcel Number 00-0021-3144 UNIT 7204
 Parcel Number 00-0021-3145 UNIT 7301
 Parcel Number 00-0021-3146 UNIT 7302
 Parcel Number 00-0021-3147 UNIT 7303
 Parcel Number 00-0021-3148 UNIT 7304
 Parcel Number 00-0021-3149 UNIT 8101
 Parcel Number 00-0021-3150 UNIT 8102
 Parcel Number 00-0021-3151 UNIT 8103
 Parcel Number 00-0021-3152 UNIT 8104
 Parcel Number 00-0021-3153 UNIT 8201
 Parcel Number 00-0021-3154 UNIT 8202
 Parcel Number 00-0021-3155 UNIT 8203
 Parcel Number 00-0021-3156 UNIT 8204
 Parcel Number 00-0021-3157 UNIT 8301
 Parcel Number 00-0021-3158 UNIT 8302
 Parcel Number 00-0021-3159 UNIT 8303
 Parcel Number 00-0021-3160 UNIT 8304

Units 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1301, 1302, 1303, 1304 in Building 1, and Units 2101, 2102, 2103, 2104, 2201, 2202, 2203, 2204, 2301, 2302, 2303, 2304, Building 2, THE VILLAGE ON 12TH CONDOMINIUMS PHASE 3, a Utah Condominium Project, as the same is identified in the Record of Survey Map, recorded in the office of the Wasatch County Recorder, as Entry No. 458071, (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium recorded in the office of the County Recorder of Official Records (as said Declaration may have heretofore been amended or supplemented).

EXHIBIT "A"

Units 9101, 9102, 9103, 9104, 9201, 9202, 9203, 9204, 9301, 9302, 9303, 9304 in Building 9, and Units 10101, 10102, 10103, 10104, 10201, 10202, 10203, 10204, 10301, 10302, 10303, 10304, Building 10, THE VILLAGE ON 12TH CONDOMINIUMS PHASE 1, as the same is identified in the Condominium Plat recorded in Wasatch County, Utah as Entry No. 445330 in Book 1207 at Page 1466 of the official records of the Wasatch County Recorder (as said Condominium Plat may have heretofore been amended or supplemented) and in the Declaration of Condominium for The Village on 12th Condominiums, recorded in Wasatch County, Utah as Entry No. 445332 in Book 1207 at Page 1529 of the official records of the Wasatch County Recorder (as said Declaration may have heretofore been supplemented)

Parcel Number: 00-0021-2714 UNIT 9101
Parcel Number: 00-0021-2715 UNIT 9102
Parcel Number: 00-0021-2716 UNIT 9103
Parcel Number: 00-0021-2717 UNIT 9104
Parcel Number: 00-0021-2718 UNIT 9201
Parcel Number: 00-0021-2719 UNIT 9202
Parcel Number: 00-0021-2720 UNIT 9203
Parcel Number: 00-0021-2721 UNIT 9204
Parcel Number: 00-0021-2722 UNIT 9301
Parcel Number: 00-0021-2723 UNIT 9302
Parcel Number: 00-0021-2724 UNIT 9303
Parcel Number: 00-0021-2725 UNIT 9304
Parcel Number: 00-0021-2726 UNIT 10101
Parcel Number: 00-0021-2727 UNIT 10102
Parcel Number: 00-0021-2728 UNIT 10103
Parcel Number: 00-0021-2729 UNIT 10104
Parcel Number: 00-0021-2730 UNIT 10201
Parcel Number: 00-0021-2731 UNIT 10202
Parcel Number: 00-0021-2732 UNIT 10203
Parcel Number: 00-0021-2733 UNIT 10204
Parcel Number: 00-0021-2734 UNIT 10301
Parcel Number: 00-0021-2735 UNIT 10302
Parcel Number: 00-0021-2736 UNIT 10303
Parcel Number: 00-0021-2737 UNIT 10304