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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
VIAL-FOTHERINGHAM LLP
602 E 300 S
SLC UT 84102
BY: SLR, DEPUTY - WI 4 P.

When recorded return to:
Vial Fotheringham LLP
602 East 300 South
Salt Lake City, UT 84102

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR GARDEN GROVE SOUTH,
A UTAH CONDOMINIUM**

This Second Amendment to the Declaration of Condominium for Garden Grove South, a Utah Condominium is made and executed by the Garden Grove South Home Owners Association, Inc. ("Association") on the date set forth below and shall be effective upon recording in the Salt Lake County Recorder's Office and shall apply retroactively.

RECITALS

A. Certain real property in Salt Lake County known as Garden Grove South was made subject to certain covenants, conditions, and restrictions as contained in the Declaration of Condominium for Garden Grove South, a Utah Condominium, recorded on June 23, 2006 as Entry No. 9762566 in the Salt Lake County Recorder's Office ("Initial Declaration");

B. The Initial Declaration was purportedly amended by the Declarant through an instrument entitled First Amendment to Declaration of Condominium for Garden Grove South, a Utah Condominium, on October 26, 2007, as Entry No. 10258733 ("First Amendment") (the "Initial Declaration" and "First Amendment" are referred together herein as "Declaration");

C. The First Amendment was prepared, signed, and recorded by the Declarant unilaterally without prior notice to, and without the vote or consent of any non-Declarant affiliated owners;

D. This Second Amendment is intended to amend the Declaration, including certain provisions of the First Amendment that were unilaterally inserted by the Declarant in an effort to insulate itself from liability, which is clearly not in the best interests of the Association and its Owners;

E. This Second Amendment shall be binding against the property described in "Exhibit A" of the Declaration and any annexation or supplement thereto;

F. This Second Amendment has been duly adopted by the Owners as set forth in Article III, Section 28 of the Declaration and its effect is retroactive.

AMENDMENT ONE

Article III, Section 46, entitled "Limitation of Liability", is hereby stricken and deleted in its entirety. The effect of this deletion applies both prospectively and retroactively.

AMENDMENT TWO

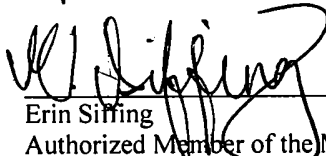
Article III, Section 23 is hereby amended as follows:

23. Liability of Management Committee. The Association shall indemnify every officer and member of the Management Committee against any and all expenses, including but not limited to attorney's fees reasonably incurred by or imposed upon any officer or member of the Management Committee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Management Committee) to which he or she may be a party by reason of being or having been an officer or member of the Management Committee. The officers and members of the Management Committee shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and members of the Management Committee shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer or member of the Management Committee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall be exclusive of any other rights to which any officer or member of the Management Committee, or former officer or member of the Management Committee, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officer's and director's insurance coverage to fund this obligation, if such insurance is reasonably available. Regardless of any other provision to the contrary in the Declaration or the Bylaws, this Section 23 and its liability limitations shall not apply to members of the Management Committee who were appointed to the Management Committee by the Declarant, its successors, or its affiliates, or who were, at the time of serving on the Management Committee, also serving as officers, directors, members, managers, employees, agents, or representatives of the Declarant, its successors, or its affiliates.

CERTIFICATION

The foregoing Second Amendment to the Declaration was duly approved by at least 67% of the Owners as required by Article III, Section 28 of the Declaration. The undersigned is authorized by the Management Committee to execute this document on behalf of the Management Committee.

EXECUTED this 29 day of April, 2013.



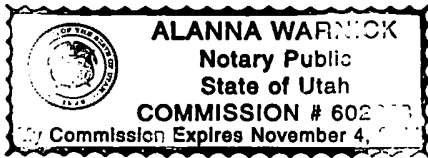
Erin Siring
Authorized Member of the Management Committee
President of the Garden Grove Home Owners Association, Inc.

STATE OF UTAH)

) SS:

COUNTY OF SALT LAKE)

On the 25th day of April 2013, personally appeared before me Erin Siffing, who by me being duly sworn, did say that she is a duly elected member of the Management Committee, the President of the Garden Grove South Home Owners Association, Inc., is authorized by the Management Committee to execute this amendment, and that the foregoing amendment was duly approved by at least 67% of the Owners at Garden Grove South as required by the Declaration.



[Signature]
Notary Public

EXHIBIT A

Tract Legal Description; Unit Parcel Numbers

TRACT LEGAL DESCRIPTION:

Lot 7, 8, and 9, KUWAHARA SUBDIVISION, according to the plat thereof as recorded in the offices of the Salt Lake County Recorder.

UNIT PARCEL NUMBERS:

21-27-205-001	21-27-205-012	21-27-205-023
21-27-205-002	21-27-205-013	21-27-205-024
21-27-205-003	21-27-205-014	21-27-205-025
21-27-205-004	21-27-205-015	21-27-205-026
21-27-205-005	21-27-205-016	21-27-205-027
21-27-205-006	21-27-205-017	21-27-205-028
21-27-205-007	21-27-205-018	21-27-205-029
21-27-205-008	21-27-205-019	21-27-205-030
21-27-205-009	21-27-205-020	21-27-205-031
21-27-205-010	21-27-205-021	21-27-205-032
21-27-205-011	21-27-205-022	