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

ENT 127769:2003 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Aug 12 9:15 am FEE 40.00 BY SS
RECORDED FOR MOUNTAIN WEST TITLE CO

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
TOWN CENTER CONDOMINIUM**

This 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 the 7th day of November 2002 as Entry No. 133429:2002 of the Official Records (the "Declaration").

Whereas, the related Plat Map(s) for Phase I of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article III, Section 31(b) of the Declaration, Declarant reserved the right to amend the Declaration.

Whereas, all of the voting requirements have been satisfied.

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, Section 7 of the Declaration is hereby amended to add the following new subsection which shall read as follows:

(20) Window Installation. Windows cannot be constructed, installed or otherwise placed in the upper levels of the stairways unless the proposed windows are approved in writing by the Management Committee and the fire and building department for Pleasant Grove City, and fire sprinkler protection is in place.

2. Article III of the Declaration is hereby amended to add a new section which shall read as follows:

(47) Assignment of Parking Spaces. Every unit shall be assigned by the Declarant at least one parking space. Additional parking spaces may also be assigned by the Declarant. Unit No. 2 has been assigned an additional uncovered parking space contiguous with its assigned parking space as shown on the Plat map. The assignment of parking spaces shall be entered on the books and records of the Association. No owner or resident may exchange, transfer or permanently change the use of an assigned parking space without the express written consent of the Management Committee. The Declarant may designate a parking space or spaces for handicap parking or non-handicap parking. The Association may lease or rent unassigned parking spaces provided there is adequate parking for guests and visitors. In the event of any conflict between the assignment of parking spaces as shown on the plat and in the books and records of the Association, the latter shall in all respects govern and control.


8. 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.

9. 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.

10. 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.

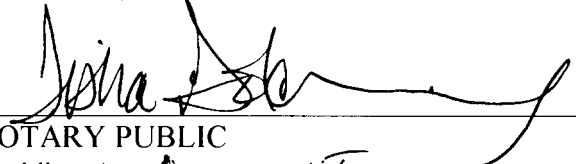
EXECUTED the 11th day of August, 2003.

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

By: 
Name: Brian Snelson
Title: Managing Member

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 11th day of August, 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.



NOTARY PUBLIC
Residing At: Orem, UT

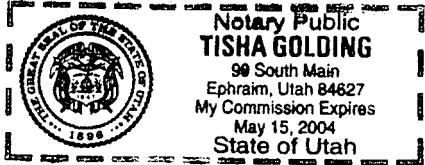


EXHIBIT "A"
LEGAL DESCRIPTION

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

<u>Phase No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>
1	1	53:273:0001
1	2	53:273:0002
1	3	53:273:0003
1	4	53:273:0004
1	5	53:273:0005
1	6	53:273:0006
1	7	53:273:0007
1	8	53:273:0008
1	9	53:273:0009
1	10	53:273:0010
1	11	53:273:0011
1	12	53:273:0012
1	13	53:273:0013
1	14	53:273:0014
1	15	53:273:0015
1	16	53:273:0016

1	17	53:273:0017	ENT 127769:2003 PG 4 of 4
1	18	53:273:0018	
1	19	53:273:0019	
1	20	53:273:0020	
1	21	53:273:0021	
1	22	53:273:0022	
1	23	53:273:0023	
1	24	53:273:0024	

Together with the Additional Land (Phase 2) described more particularly as follows:

Commencing at a point located North 89° 13' 32" East along the Section line 124.00 feet from the Southwest corner of Section 20, Township 5 South, Range 2 East, Salt Lake Base and Meridian: thence North 00° 17' 38" West 56.34 feet; thence North 02° 13' 54" East 84.43 feet; thence North 89° 13' 32" East 136.37 feet; thence North 00° 46' 28" West 55.21 feet; thence North 38° 47' 36" East 39.15 feet; thence South 87° 24' 00" East 47.41 feet; thence North 02° 36' 00" East 60.00 feet; thence North 87° 24' 00" West 45.00 feet; thence North 02° 36' 00" East 91.00 feet; thence South 02° 36' 00" East 54.00 feet; thence North 02° 36' 00" East 18.00 feet; thence South 87° 24' 00" East 86.92 feet; thence South 02° 36' 00" West 386.98 feet; South 89° 13' 32" West 296.46 feet to the point of beginning.