

**WHEN RECORDED MAIL TO:**

Steven E. Tyler  
Callister Nebeker & McCullough  
10 East South Temple, Suite 900  
Salt Lake City, Utah 84133

ENT 76902:2000 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Sep 29 1:26 pm FEE 89.00 BY AC  
RECORDED FOR SUMMIT DEVELOPMENT

**FIRST AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE  
WILLOW SPRINGS CONDOMINIUMS,  
AN EXPANDABLE UTAH CONDOMINIUM PROJECT**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WILLOW SPRINGS CONDOMINIUMS, AN EXPANDABLE CONDOMINIUM PROJECT** (hereinafter the "First Amendment") is made on the date hereinafter set forth by Summit Development and Management, L.L.C., a Utah limited liability company (hereinafter "Declarant").

**RECITALS:**

A. The Declaration of Covenants, Conditions and Restrictions of the Willow Springs Condominiums, an Expandable Utah Condominium Project was recorded in the office of the County Recorder of Utah County, State of Utah on August 22, 2000, as Entry No. 65650, in Book 2000, at Pages 1, et seq. (hereinafter the "Declaration") and the Record of Survey Map of the Willow Springs Condominiums, an Expandable Utah Condominium Project was recorded in the office of the County Recorder of Utah County, State of Utah on August 22, 2000, as Entry No. 65649, in Book 2000, at Map # 8699 (hereinafter the "Record of Survey Map").

B. The Declaration and the Record of Survey Map encumber that certain real property located in Utah County, State of Utah and more particularly described as follows:

Beginning at a point which is South 89°02'40" East along the section line 1121.80 feet and North 120.62 feet from the Northwest corner of Section 29, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence as follows:

North 00°50'36" East 9.00 feet; thence North 16°51'19" East 42.65 feet; thence along the arc of a 15.00 foot radius curve to the left 12.96 feet (curve has a central angle of 49°30'07" and a chord bearing North 66°05'33" East 12.56 feet); thence along the arc of a 60.00 foot radius curve to the right 58.67 feet (curve has a central angle of 56°01'21" and a chord bearing North 69°21'10" East 56.36 feet); thence along the arc of a 15.00 foot radius curve to the left 13.91 feet (curve has a central angle of 53°07'48" and a chord bearing North 70°47'56" East 13.42 feet); thence North 44°14'02" East 146.75 feet; thence along the arc of a 15.00 foot

72 units

radius curve to the left 13.91 feet (curve has a central angle of 53°07'48" and a chord bearing North 17°40'08" East 13.42 feet); thence along the arc of a 60.00 foot radius curve to the right 57.10 feet (curve has a central angle of 54°31'27" and a chord bearing North 18°21'57" East 54.97 feet); thence along the arc of a 15.00 foot radius curve to the left 13.91 feet (curve has a central angle of 53°07'48" and a chord bearing North 19°03'46" East 13.42 feet); thence North 07°30'08" West 71.94 feet; thence along the arc of a 95.00 foot radius curve to the left 71.91 feet (curve has a central angle of 43°22'15" and a chord bearing North 29°11'16" West 70.21 feet); thence along the arc of a 155.00 foot radius curve to the right 97.43 feet (curve has a central angle of 36°00'52" and a chord bearing North 32°51'57" West 95.83 feet); thence North 66°10'32" West 143.81 feet; thence West 192.66 feet; thence North 28°51'45" East 50.53 feet; thence along the arc of a 80.00 foot radius curve to the right 314.00 feet (curve has a central angle of 224°53'08" and a chord bearing North 33°05'44" East 147.88 feet); thence along the arc of a 15.00 foot radius curve to the left 16.16 feet (curve has a central angle of 61°43'35" and a chord bearing South 65°19'29" East 15.39 feet); thence North 83°38'43" East 39.65 feet; thence along the arc of a 175.00 foot radius curve to the right 52.55 feet (curve has a central angle of 17°12'19" and a chord bearing South 87°35'07" East 52.35 feet); thence South 78°58'58" East 160.28 feet; thence along the arc of a 470.00 foot radius curve to the left 91.83 feet (curve has a central angle of 11°11'40" and a chord bearing South 84°34'48" East 91.68 feet); thence North 89°49'22" East 258.79 feet; thence North 77°24'55" East 46.72 feet; thence South 00°10'38" East 526.92 feet; thence North 89°09'24" West 321.76 feet; thence along the arc of a 15.00 foot radius curve to the left 7.87 feet (curve has a central angle of 30°02'39" and a chord bearing South 59°15'22" West 7.78 feet); thence South 44°14'02" West 146.75 feet; thence along the arc of a 15.00 foot radius curve to the left 13.91 feet (curve has a central angle of 53°07'48" and a chord bearing South 17°40'08" West 13.42 feet); thence along the arc of a 60.00 foot radius curve to the right 26.70 feet (curve has a central angle of 25°29'47" and a chord bearing South 03°51'07" West 26.48 feet); thence North 89°09'24" West 126.54 feet to the point of beginning.

C. Declarant is the owner of all of the Units in the Willow Springs Condominiums and desires to make certain amendments to the Declaration.

### DECLARATION

NOW, THEREFORE, Declarant hereby covenants, agrees and declares as follows:

1. Amendment of Section 1.4 of the Declaration. Section 1.4 of the Declaration is hereby amended by deleting said Section 1.4 in its entirety and replacing it with the following Section 1.4:

1.4 "Building" shall mean a building containing one or more units that has been or will hereafter be constructed on the Land, as such building is shown on the Map.

2. Amendment of Section 1.17 of the Declaration. Section 1.17 of the Declaration is hereby amended by deleting said Section 1.17 in its entirety and replacing it with the following Section 1.17:

1.17 "Land" shall mean the land upon which the Project is situated, as more particularly described in Paragraph A of the Recitals above, together with any of the Additional Land hereafter submitted to this Declaration pursuant to an amendment to this Declaration recorded in the office of the County Recorder of Utah County, State of Utah pursuant to the Provisions of Article 16 below.

3. Amendment of Section 1.24 of the Declaration. Section 1.24 of the Declaration is hereby amended by deleting said Section 1.24 in its entirety and replacing it with the following Section 1.24:

1.24 "Project" shall mean the land, the buildings, and all improvements submitted to the provisions of the Condominium Act by this Declaration, any amendment to this Declaration, and the Map.

4. Capitalized Terms. Unless otherwise defined in this Agreement and except to the extent that the Declaration is amended by this Agreement, capitalized terms used in this Agreement shall have the meanings given to them in the Declaration.

DATED the 12 day of September, 2000.

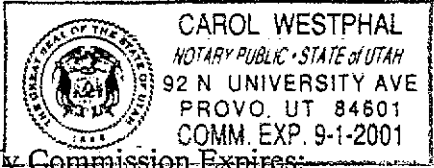
DECLARANT:

SUMMIT DEVELOPMENT AND  
MANAGEMENT, L.L.C.

By: Zane L Powell  
Name: Zane L Powell  
Title: Manager

STATE OF UTAH )  
 )  
 ) : ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 12 day of September, 2000, by Zane L. Powell, the Manager of **SUMMIT DEVELOPMENT AND MANAGEMENT, L.L.C.**, a Utah limited liability company.



~~My Commission Expires:~~

Carol Westphal  
NOTARY PUBLIC

Residing At:

\_\_\_\_\_

\_\_\_\_\_

**CONSENT AND SUBORDINATION**

**FIRST SECURITY BANK, N.A.**, as the Trustee and Beneficiary under that certain Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, in which Summit Development and Management, L.L.C. appears as Trustor, and which was recorded in the office of the County Recorder of Utah County, State of Utah on August 10, 2000, as Entry No. 62552, in Book 2000, at Pages 1 through 8, et seq. (hereinafter the "Deed of Trust") hereby consents to the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions of the Willow Springs Condominiums (hereinafter the "First Amendment") and further subordinates all of its right, title, and interest in and to the real property encumbered by the Deed of Trust to the First Amendment.

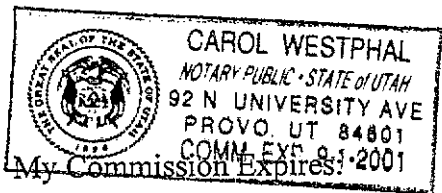
DATED the 12 day of September, 2000.

**FIRST SECURITY BANK, N.A.**

By: R. David Benight  
Name: R. David Benight  
Title: Vice President

STATE OF UTAH            )  
  : ss.  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before me this 12 day of September, 2000, by R. David Benight, the Vice President of **FIRST SECURITY BANK, N.A.**, a national banking association.



Carol Westphal  
NOTARY PUBLIC

Residing At:  
\_\_\_\_\_