

AFTER RECORDING, PLEASE RETURN TO:

Robert J. Grow, Esq.
ROOKER, LARSEN, KIMBALL & PARR
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

5200
REC'D
HARMER-LAMBERT INC.
SALT LAKE COUNTY
UTAH

JUN 3 10 22 AM '83
KATHIE L. BROWN
RECORDER
SALT LAKE COUNTY
UTAH

3800877

SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF THE
COUNTRYSIDE CONDOMINIUM PROJECT

THIS AMENDMENT is executed this _____ day of March, 1983, by the MANAGEMENT COMMITTEE (hereinafter, the "Committee") of the Countryside Condominium Project (hereinafter, the "Project"), an entity created pursuant to the Utah Condominium Ownership Act, and is consented to by HARMER-LAMBERT, INC., a Utah corporation (hereinafter, the "Declarant").

RECITALS:

A. On August 30, 1982, an instrument styled "Declaration of Condominium of the Countryside Condominium Project" was recorded in the office of the Recorder of Salt Lake County, Utah, as Entry No. 3706729, in Book 5405, at Page 2309. On September 15, 1982, a document entitled "Amendment to Declaration of Condominium of the Countryside Condominium Project" was recorded in said office as Entry No. 3711598, in Book 5408, at Page 2073. Said Declaration, as so amended, is hereinafter referred to as the "Original Declaration". [All terms used in this Amendment which are defined in the Original Declaration shall have the meanings ascribed therein.]

B. Declarant is constructing certain garages within the Project and intends to reserve for certain Units the exclusive use of such garages and certain existing carports at the time such Units are sold by Declarant. This Amendment, and the "First Amendment to Record of Survey Map of the Countryside Condominium Project" recorded concurrently herewith, have been prepared, approved, executed, and recorded to effectuate such intention.

C. Under Section 37 of Article III of the Original Declaration, the Original Declaration may be amended by the vote of at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities. Section 35 of said Article III further provides that the requirement of a vote under said Section 37 may be fully satisfied by obtaining the written consent of Unit Owners owning at least sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities. Declarant currently owns more than sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities and, in accordance with said Section 35, has given its written consent and approval to this Amendment.

D. Section 37 of said Article III also requires the consent of Eligible Mortgagees to certain classes of amendments to the Original Declaration. There are presently no Eligible

BOOK 5464 PAGE 414

Mortgagees, and therefore, Eligible Mortgagee consent is not required to this Amendment.

E. As required by Section 37 of said Article III, this Amendment has been executed by the Committee and contains a certification by the Committee that all necessary consents hereto have been obtained.

AMENDMENT:

NOW, THEREFORE, for the foregoing purposes and in accordance with the procedure and requirements set forth in the Original Declaration, the Original Declaration is hereby amended as follows:

1. The second sentence of Section 1 of Article III of the Original Declaration is hereby amended to read as follows:

The significant improvements contained in the Project include sixteen (16) Buildings, eighty-seven (87) Units, a swimming pool and related facilities, a recreational vehicle parking area, two (2) tennis courts, garages, carports, and asphalt or concrete driveways and parking areas.

2. Section 5 of Article III of the Original Declaration is hereby amended to read as follows:

5. Limited Common Areas. The Limited Common Areas and Facilities which are contained in the Project consist of all of the following which are labelled as such on the Survey Map: (i) All patios, porches, balconies, decks, and private yard areas, if any, attached or adjacent to a Unit; and (ii) The numbered carports and garages shown on the Survey Map. The exclusive use of each patio, porch, balcony, deck, private yard area, carport, or garage is reserved to the Unit which it adjoins, with which it is associated, or as designated on the Survey Map; provided, however, that the exclusive use of any carport or garage which is not reserved for a specific Unit in the chart shown on the First Amendment to the Record of Survey Map shall be reserved for the Unit selected by Declarant as evidenced by reference to such carport or garage by number in the first recorded deed to such Unit executed by Declarant. In the event that the use of any carport or garage remains unreserved following the recordation of the first deeds to all Units, Declarant shall have the right prior to December 31, 1987, to permanently reserve the use of such carport or garage to any Unit by executing a revised deed to such Unit which makes reference to such carport or garage by number. The use of any carport or garage not reserved in accordance with either of the immediately foregoing two sentences shall be automatically reserved to the Unit closest to such carport or garage that has not theretofore had the use of a carport or garage reserved for it. Any

BOOK 5464 PAGE 415

carport or garage which remains unassigned in accordance with the foregoing portions of this Section 5 shall thereafter be deemed in all respects to be Common Area reserved for the use and benefit of all Unit Owners. Declarant may reserve the use of more than one garage and/or carport for any Unit so long as the use of at least one garage or carport is reserved in accordance with this Section 5 for each Unit in the Project.

3. Section 6 of Article III of the Original Declaration is hereby amended to read as follows:

6. Conveyancing. Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Condominium Unit shall describe the interest or estate involved substantially as follows:

Unit No. _____ contained within the Countryside Condominium Project as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. _____ (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of the Countryside Condominium Project recorded in Salt Lake County, Utah, as Entry No. _____ in Book _____ at Page _____ (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said Unit as more particularly described in said Declaration. ALSO TOGETHER WITH the right of exclusive use of Garage(s) and/or Carport(s) No(s). _____, as said Garage(s) and/or Carport(s) are identified in the First Amendment to said Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. _____.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the percentage of undivided ownership interest in the Common Areas and Facilities nor the right of exclusive use of a Limited Common Area and Facility shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided ownership interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

BOOK 5464 PAGE 416

4. Section 10 of Article III of the Original Declaration is hereby amended to read as follows:

10. Condition and Maintenance of Units and Limited Common Areas. Each Unit, and all utility facilities, lines, ducts, and other such apparatus serving solely such Unit and located within the boundary of such Unit, shall be maintained by the Owner thereof so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project. Each Unit Owner shall keep his appurtenant patio(s), porch(es), balcony(s), deck(s), and/or private yard areas, if any, and the interior of his garage(s), if any, in a clean and orderly condition, but shall not otherwise maintain the same. The Committee shall have no obligation regarding maintenance or care which is required to be accomplished by the Owners.

5. From and after the recordation of this Amendment, the Declaration for the Project shall consist of the Original Declaration as amended by the foregoing Sections 1 through 4, inclusive.

CERTIFICATION:

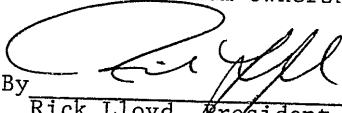
NOW, THEREFORE, the Committee hereby certifies as follows:

1. All facts and matters set forth in the "Recitals" portion to this Amendment are true and correct.
2. The requirement of a vote to approve this Amendment under Section 37, Article III of the Original Declaration was fulfilled by obtaining the written consent of Declarant, which owns the percentage of undivided interest in the Common Areas and Facilities required to approve this Amendment, as provided in Section 35 of Article III of the Original Declaration.
3. There are no Eligible Mortgagees from whom consent to this Amendment is required.

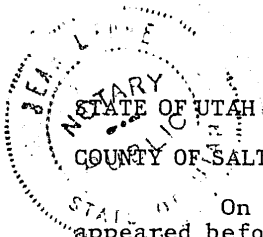
EXECUTED the day and year first above written.

"Committee":

MANAGEMENT COMMITTEE OF THE
COUNTRYSIDE CONDOMINIUM PROJECT,
an entity created pursuant to the
Utah Condominium Ownership Act

By 
Rick Lloyd, President

BOOK 5464 PAGE 417



STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

On this 1st day of June, 1983, personally appeared before me Rick Lloyd, who being by me duly sworn did say that he is the President of the Management Committee of the Countryside Condominium Project, did verify to me that the contents of the foregoing Second Amendment are true and correct, did say that he signed the foregoing Second Amendment on behalf of said Management Committee, and did acknowledge to me that said Management Committee executed the foregoing Second Amendment.

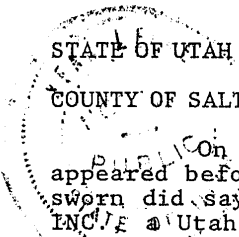
My Commission Expires:
3-29-85

Jean Leone
NOTARY PUBLIC
Residing at: S.L.C., Utah

CONSENT OF DECLARANT

HARMER-LAMBERT, INC., the Owner of more than sixty-seven percent (67%) of the undivided ownership interest in the Common Areas and Facilities of the Countryside Condominium Project and the Declarant of the Original Declaration, hereby consents to and approves the foregoing Second Amendment to Declaration of Condominium of the Countryside Condominium Project.

"Declarant":
HARMER-LAMBERT, INC.,
a Utah corporation
By [Signature]
Its Chairman



STATE OF UTAH)
) :ss.
COUNTY OF SALT LAKE)

On the 1st day of June, 1983, personally appeared before me Sherman D. [Signature] who being by me duly sworn did say that he is the Secretary of HARMER-LAMBERT, INC., a Utah corporation, and that the foregoing Consent of Declarant was signed in behalf of said corporation by authority of its bylaws or of a resolution of its board of directors, and

BOOK 5464 PAGE 418

said Chadman acknowledged to me that said corporation executed the same.

My Commission Expires:

3-29-85

Jean Stone
NOTARY PUBLIC

Residing at: S.L.C., Utah

BOOK 5464 PAGE 419