

SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM

FOR VISTA VIEW CONDOMINIUMS

A Utah Condominium Project
Spanish Fork, Utah

DECLARANT:
Vista View SF, LLC
a Utah limited liability company

WHEN RECORDED RETURN TO:

Vista View SF, LLC
998 North 1200 West
Orem, Utah 84057
(801) 636-3637

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUMS FOR
VISTA VIEW CONDOMINIUMS**

Effective as of May 20, 2021, Vista View, LLC (the “**Declarant**”) entered into the original Declaration of Condominiums for Vista View Condominiums (the “**Declaration**”).

The Declaration has been subject various amendments.

Section 32 of the Declaration allows for amendment to the Declaration by Declarant.

NOW, THEREFORE, based on the foregoing the Declarant agrees to amend the Declaration as follows:

1. The following shall constitute the Second Amendment to the Amended and Restated Declaration of Condominium for Vista View Condominiums.

Article III, Section 31(f) shall be amended and restated to read as follows (with deletions indicated by ~~striketrough~~ and additional text indicated by **bold, double-underscoring**):

f. Approval of Proposed Action or Transaction. Any Mortgagee who receives, by certified or registered mail, a written request with a return receipt requested, to approve any act, transaction or amendment to the Declaration, and who does not return a negative response within ~~thirty (30)~~ **sixty (60)** days shall be deemed to have approved such request; provided, however and anything to the contrary notwithstanding, so long as Declarant is in control of the owner’s association, such action or transaction must be approved in writing by the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, Section 36.4357(b)(4) and, if any financing or the guaranty of any financing of a Unit is provided by 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), by such agencies.

Article III, Section 32(e) shall be amended and restated to read as follows (with deletions indicated by ~~striketrough~~ and additional text indicated by **bold, double-underscoring**):

e. Consent of Eligible Mortgagee to Terminate Legal Status of Project. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project.

Any addition or amendment shall not be considered material for purposes of this Section 32 if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Condominium Plat is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Committee or the Association a negative response to the notice of the proposed amendment within ~~thirty (30)~~ **sixty (60)** days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Condominium Plat or the termination of the legal status of the Project if such amendments or such termination are made or accomplished in accordance with the provisions

of this Declaration regarding Condemnation or Substantial Obsolescence.

2. **Effectiveness.** Except to the extent modified or amended by this Amendment, all terms and provisions of the Operating Agreement shall continue in full force and effect and shall remain enforceable and binding in accordance with their respective terms. On or after the Effective Date of this Amendment, each reference in the Operating Agreement to "this Agreement," "hereunder," "hereof," "herein," or words of like import and all references to the Operating Agreement in any document, instrument, agreement, or writing shall mean and be a reference to the Operating Agreement as amended by this Amendment.

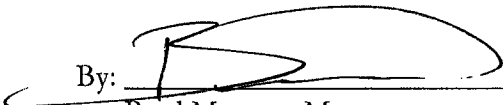
3. **Waiver.** Any required notices, meetings, or consents that are necessary to make an amendment to the Operating Agreement by the Board are hereby waived or satisfied.

4. **Further Assurances.** Each party hereto shall take whatever other action is required to give full effect to the provisions of this Amendment, including the acquisition of any consent to the action provided for herein.

5. **Counterparts.** This Amendment may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, email or electronic signature (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or any other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

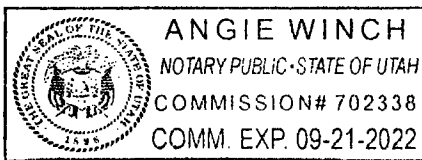
Dated this 15th day of September, 2022.

Vista View SF, LLC

By: 
Brad Morgan, Manager,
Member of Vista View SF, LLC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 15th day of September, 2022, personally appeared before me, Brad Morgan, who by me being duly sworn, did say that he is the manager of Vista View SF, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Certificate of Organization or a resolution of its Members, and said Brad Morgan duly acknowledged to me that said company executed the same.




NOTARY PUBLIC

EXHIBIT A**LEGAL DESCRIPTION OF TRACT****VISTA VIEW CONDOMINIUMS***BOUNDARY DESCRIPTION*

BEGINNING AT A POINT IN AN EXISTING FENCE ON THE SOUTH SIDE OF 750 SOUTH STREET, WHICH POINT UES SOUTH 00'24'38" EAST 20.32 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP B SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID FENCE THE FOLLOWING (3) COURSES TO WIT: (1) NORTH 89'21'19" EAST 170.96 FEET, (2) SOUTH 71'21'45" EAST 176.62 FEET, (3) SOUTH 55'07'00" EAST 225.61 FEET ALONG THE SOUTHERLY LINE OF U.S. HIGHWAY 6; THENCE SOUTH 00'24'38" EAST 116.93 FEET ALONG THE WEST LINE OF EAST BENCH COMMERCIAL SUBDIVISION; THENCE WEST 453.40 FEET; THENCE SOUTH 00'24'38" EAST 323.29 FEET; THENCE SOUTHEASTERLY 15.64 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF B9°J6'27R THE CHORD BEARS S45°12'52R 14.09 FEET; THENCE NORTH 89'58'55R EAST 443.47 FEET; THENCE SOUTH 00'24'38" EAST 60.00 FEET ALONG THE WEST LINE OF EAST BENCH COMMERCIAL SUBDIVISION; THENCE SOUTH 89'58'55R WEST 140.48 FEET; THENCE SOUTH 00'24'39" EAST 214.19 FEET; THENCE SOUTH 89'35'21R WEST 50.00 FEET; THENCE NORTH 00'24'39" WEST 82.03 FEET; THENCE SOUTH 89'58'55" WEST 172.51 FEET; THENCE SOUTH 66'21'09" WEST 26.24 FEET; THENCE SOUTH 83°17'02" WEST 83.12 FEET; THENCE SOUTH 08'26'55R WEST 15.94 FEET; THENCE SOUTHWESTERLY 100.11 FEET ALONG THE ARC OF A 386.50 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 14°50'26" THE CHORD BEARS S01°01'39RW 99.83 FEET; THENCE SOUTHEASTERLY 53.09 FEET ALONG THE ARC OF A 313.50 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 9°42'09" THE CHORD BEARS S11°14'38"E 53.02 FEET; THENCE SOUTHEASTERLY 30.65 FEET ALONG THE ARC OF A 203.99 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE OF 8°39'55" THE CHORD BEARS S11°45'46"E 30.62 FEET; THENCE SOUTHEASTERLY 33.89 FEET ALONG THE ARC OF A 96.00 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 20°13'08R THE CHORD BEARS S17°32'37"E 33.72 FEET; THENCE SOUTHEASTERLY 46.22 FEET ALONG THE ARC OF A 321.51 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 9°04'43" THE CHORD BEARS S52°11'48"E 50.89 FEET; THENCE SOUTH 36°44'10" EAST 81.02 FEET; THENCE SOUTHEASTERLY 46.22 FEET ALONG THE ARC OF A 41.50 FOOT RADIUS CURVE TO THE LEFT THROUGH THE CENTRAL ANGLE OF 60°52'44" THE CHORD BEARS S67°10'32"E 44.08 FEET; THENCE NORTH 82°23'06" EAST 30.01 FEET; THENCE NORTHEASTERLY 39.53 FEET ALONG THE ARC OF A 310.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH THE CENTRAL ANGLE OF 71°8'19" THE CHORD BEARS N86°02'16"E 39.50 FEET; THENCE NORTH 89°41'25" EAST 264.22 FEET; THENCE SOUTH 00'24'36" EAST 104.13 FEET ALONG THE WEST LINE OF EAST BENCH COMMERCIAL SUBDIVISION TO THE NORTH LINE OF HUNTER'S CROSSING PLAT "A"; THENCE ALONG SAID SUBDIVISION THE FOLLOWING (2) COURSES TO WIT: (1) SOUTH 89°41'07" WEST 377.54 FEET, (2) SOUTH 00°31'02" EAST 330.49 FEET TO THE NORTH LINE OF STATE ROAD 198; THENCE NORTH 69°52'28" WEST 153.54 FEET ALONG SAID STREET; THENCE NORTH 00°01'27R EAST 276.98 FEET ALONG AN EXISTING FENCE; THENCE WEST 3.44 FEET TO THE SECTION LINE; THENCE NORTH 00°24'38" WEST 1299.72 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 8.38 ACRES.