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When Recorded, Mail To:

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 Sixth Floor Boston Building
 Salt Lake City, Utah 84111

SECOND AMENDMENT TO AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR SCHNEITTER'S SWISS OAKS

An Expandable Condominium Project

THIS SECOND AMENDMENT is made and entered into as of the 9th day of August, 1991, by SCHNEITTER'S SWISS OAKS, LTD., a Utah limited partnership (hereinafter referred to as the "Declarant").

RECITALS

A. The Declaration. The Declarant previously executed a Declaration of Covenants, Conditions, and Restrictions for Schneitter's Swiss Oaks, an Expandable Condominium Project, dated September 24, 1985 and recorded September 26, 1985, Entry No. 136583, Book 175, Pages 418-482, at the Wasatch County Recorder's Office, submitting the Land and Buildings as described and defined therein to the provisions of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code Annotated).

B. Amendment and Restatement. The Declaration was amended in part and restated in its entirety by an Amended and Restated Declaration of Covenants, Conditions and Restrictions for Schneitter's Swiss Oaks, an expandable condominium project (hereinafter referred to sometimes as the "Declaration" and sometimes as the "Restated Declaration"), dated July 2, 1990, and recorded July 27, 1990, Entry No. 152843, Book 220, Page 316, at the Wasatch County Recorder's Office.

C. First Amendment. The Restated Declaration was amended by a Second Amendment to Amended and Restated Declaration, dated October 2, 1990, and recorded October 2, 1990, Entry No. 153528, Book 222, Page 337, at the Wasatch County Recorder's Office.

D. Second Amendment. Acting pursuant to powers reserved to the Declarant under Section 18.05 of the Restated Declaration, the Declarant desires to amend the Restated Declaration, intending to bring it into compliance with requirements of Fannie Mae.

E. Description of Land. The real property parcels comprising the "Land" subject to the Condominium Act, as of the date hereof are listed in Exhibit A attached hereto and incorporated herein by reference.

NOW, THEREFORE, the Declarant hereby amends the Restated Declaration as follows:

1. The last paragraph of Section 4.01 is amended and restated in its entirety to read as follows:

The Declarant's option to expand the Project shall be unlimited and may be exercised at any time and from time to time (without the consent of the Owners or any other person or persons) before December 31, 1998. The Declarant may, at any time or at different times, add to the Project all or any portion or portions of the Additional Land, or any interest therein, in any order and without limitations. The Declarant shall in no event be obligated to add to the Project all or any portion or portions of the Additional Land whatsoever, or any interests therein, nor shall the Declarant be limited as to what portion or portions of the Additional land, or interests therein, if any, may be added to the Project.

2. Section 4.02 is amended and restated in its entirety to read as follows:

4.02 Additional Units and Improvements.

The Declarant shall have the right to create a maximum of eight-two (82) Units on the Additional Land, and a maximum of fifty (50) Units per acre (or proportional equivalent) on any portion or portions of the Additional Land added to the Project. All Units created on the Additional Land or any portion or portions of such land added to the Project shall be restricted exclusively to the same residential and similar purposes as are the Units on the Land. The Declarant makes no assurances (a) as to the location or locations of any improvements that may be made on any portions of the Additional Land added to the Project, or (b) as to what improvements, if any, may be made on any portions of the Additional Land added to the Project, or (c) as to what types of Units may be created on any portions of the Additional Land added to the Project. The Declarant shall use its best efforts to ensure that structures created on any portion of the Additional Land added to the Project will be compatible with structures erected on the Land in terms of the quality of construction, the

principal materials used, and architectural styles. The Declarant reserves the right to create Limited Common Areas within any portion or portions of the Additional Land or improvements thereon, and makes no assurances as to the types, sizes, or maximum number of such Limited Common Areas.

3. Section 6.02 is amended and restated in its entirety to read as follows:

6.02 Leasing Restricted. No Owner shall lease less than his or her entire Unit. If an Owner leases such Owner's Unit, then: (a) the Owner shall promptly notify the Association thereof in writing, (b) the Owner shall provide to the Association the name of the tenant under such lease and the address of the Owner, (c) the lease shall include or be deemed to include a covenant on the part of the tenant substantially as follows: "Tenant agrees with the Landlord and for the benefit of the Association that during the term of this lease, Tenant and Tenant's family and guests from time to time will use and occupy the premises and all parts of the Project in strict compliance with the Condominium Act, the Restated Declaration, as amended, the Bylaws of the Association, as amended, and all rules and regulations from time to time adopted by the Association as fully as if Tenant were an Owner," (d) each Owner shall be responsible for compliance by tenants with the Condominium Act, the Restated Declaration, as amended, the Bylaws of the Association, as amended, and all rules and regulations. Should an Owner fail to obtain tenant compliance after notice of noncompliance, the Association shall have the right, in addition to all remedies at law, to evict the noncomplying tenant, and (e) all leases shall be in writing and shall be for a term not less than thirty (30) days and shall be subject to the prior approval of the Association or any agent designated and approved by the Association for the express purpose of leasing Units to the public. Prior approval for such leases shall not be unreasonably withheld. As used in this section, the term "lease" shall include a lease, rental arrangement, license, or other arrangement for third-party use of a Unit.

4. Section 9.05 is amended and restated in its entirety to read as follows:

9.05 Control by Declarant. The Declarant hereby relinquishes and transfers control of the Association to the Owners of the Association, in accordance with the Bylaws of the Association.

5. Section 18.05 is amended and restated in its entirety to read as follows:

18.05 Amendment. Except as otherwise provided herein or as otherwise required by the Condominium Act, this Restated Declaration may be amended if Owners holding at least sixty percent (60%) of the Total Votes of the Association consent and agree to such amendment.

NOTWITHSTANDING THE FOREGOING:

- (a) For so long as the Declarant has the right under Article IV to expand the Project, the Declarant may amend this Restated Declaration in order to so expand the Project under the provisions of Article IV, without the consent or signature of any Owner or of the Association of any other party.
- (b) For so long as the Declarant has the right under Article IV to expand the Project or the Declarant owns at least one Condominium, this Declaration may not be amended without the written consent of Declarant set forth in a duly recorded instrument.
- (c) Amendments of a material nature must be consented and agreed to by Owners holding at least sixty-seven percent (67%) of the Total Votes of the Association. In addition, approval must be obtained by Eligible Mortgage Holders who represent at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages held by Eligible Mortgage Holders.

For purposes of this subparagraph (c) and subparagraph (d) below:

- (i) The term "Eligible Mortgage Holders" shall mean those holders of a first mortgage or trust deed on Units who have requested the Association in writing to notify them on any proposed action that requires the consent of a specified number of Eligible Mortgage Holders; provided that such writing also notifies the Association of the lender's mailing address.
- (ii) By way of example, and without limitation, a change to any of the following shall be considered as "material":
- voting rights;
 - assessments, assessment liens, or the priority of assessment liens;
 - reserves for maintenance, repair, and replacement of common areas;
 - responsibility for maintenance and repairs;
 - reallocation of interests in the general or limited common areas, or rights to their use;
 - redefinition of any Unit boundaries;
 - convertability of Units into common areas or vice versa;
 - except as otherwise provided in Article IV and in paragraph (a) above, expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
 - insurance or fidelity bond;
 - leasing of Units;

- imposition of any restrictions on an Owner's rights to sell or transfer his or her Unit;
- restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified in this Restated Declaration;
- any action to terminate the legal status of the Project after substantial destruction or condemnation occurs; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

(iii) An Eligible Mortgage Holder shall be deemed to have given consent and approval to a given proposed action when it fails to submit a written response within thirty (30) days after it receives notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

(d) When Owners are considering termination of the legal status of the Project for reasons other than substantial destruction or condemnation of the Project, Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Units must consent and agree.

If this Restated Declaration is amended by the consent and agreement of at least the applicable percentage votes required in this Section 18.05, the consents of the Owners and, where applicable, Eligible Mortgage Holders, shall not have to be recorded or filed, but an executive officer of the Association shall in an instrument to be filed and recorded with the Wasatch County Recorder's Officer, certify that such consents and agreements as required herein have been obtained.

IN WITNESS WHEREOF, this Second Amendment to Amended and Restated Declaration was executed as of the day and year first above written.

Attest:

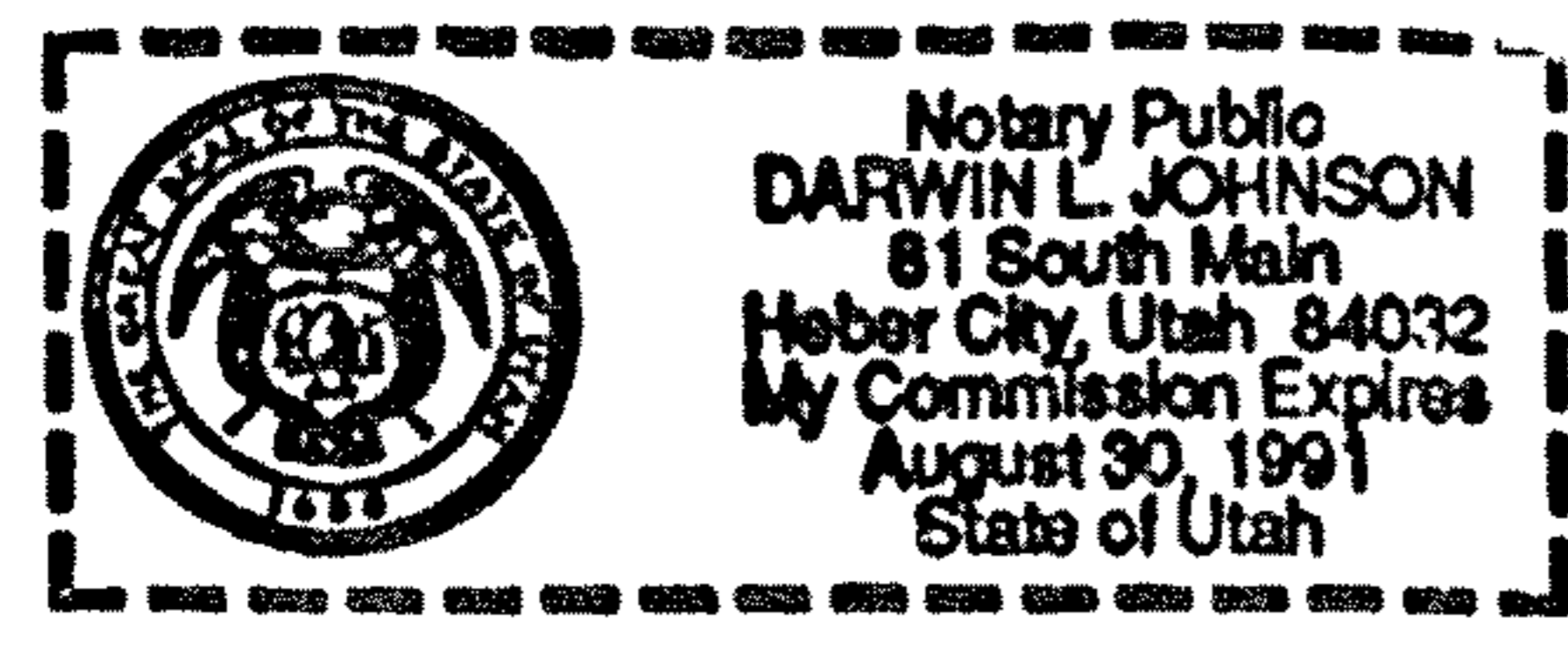
SWISS OAKS DEVELOPMENT, INC.,
a Utah corporation, General
Partner, for and in behalf of
SCHNEITTER'S SWISS OAKS, LTD.,
a Utah limited partnership

Collins C. Fuller
Secretary

By Robert L. Fuller
Robert L. Fuller, President

STATE OF UTAH)
COUNTY OF Wasatch) : ss.

The foregoing Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Schneitter's Swiss Oaks, an Expandable Condominium Project, was acknowledged before me this 9th day of August, 1991, by Robert L. Fuller, as President of Swiss Oaks Development, Inc., for and in behalf of Schneitter's Swiss Oaks, Ltd., a Utah limited partnership.



[Signature]
NOTARY PUBLIC

Exhibit A to
Second Amendment to Amended and Restated
Declaration of Covenants, Conditions and Restrictions
for Schneitter's Swiss Oaks

PLAT A:

COMMENCING at a point South 566.0 feet from the West Quarter corner of Section 27, Township 3 South, Range 4 East of the Salt Lake Base and Meridian. Thence South 72°57'42" East 93.87 feet; thence South 68°42'50" East 99.94 feet thence South 61°30'35" East 241.61 feet; thence south 40°33'39" East 135.30 feet; thence South 35°15'35" East 143.15 feet; thence South 85°41'22" East 123.64 feet; thence North 32°50'20" East 40.88 feet; thence North 79°43'58" East 155.18 feet; thence South 86°56'50" East 136.19 feet; thence South 99.62 feet; thence North 75°03'38" West 201.68 feet; thence south 52°57'46" West 85.60 feet; thence North 84°38'48" West 116.83 feet; thence North 71°50'41" West 19.21 feet; thence North 85°41'22" West 9.97 feet; thence along the arc of an 82.00 foot radius curve to the Right 47.91 feet; thence North 71°50'41" West 8.15 feet; thence North 83°57'57" West 17.26 feet thence North 89°12'00 West 58.18 feet; thence North 27°00'00" East 34.23 feet; thence North 35°15'35" West 67.79 feet; thence South 27°00'00" West 95.31 feet; thence North 89°12'00 West 158.60 feet thence South 59°47'26" West 105.60 feet; thence North 19°00'00 West 214.99 feet; thence North 37°32'00" East 102.35 feet; thence North 52°28'00" West 95.97 feet; thence West 65.00 feet; thence North 120.00 feet; thence South 69°13'56" West 858.08 feet; thence South 765.81 feet; thence North 89°59'18" West 200.00 feet thence North 765.77 feet; thence East 200.00 feet; thence North 89°13'56" East 858.08 feet to the point of beginning.

This description also includes a road commonly referred to a "Lime Canyon Road" which provides access to the property and other property.

PLAT B:

COMMENCING at a point South 1064.92 feet and West 239.40 feet from the West Quarter corner of Section 27, Township 3 South, Range 4 East of the Salt Lake Base and Meridian; thence North 71°00'00" East 378.50 feet; thence South 19°00'00" East 91.99 feet; thence South 59°47'26" West 256.39 feet; thence North 19°00'00" West 112.83 feet; thence South 71°00'00" West 127.00 feet; thence along the arc of a 512.00 feet radius curve to the Left 17.92 feet thence South 14°05'00" 142.17 feet; thence South 61°25'34" West 130.14 feet; thence North 14°05'00" West 203.07 feet thence North 75°55'00" East 100.0 feet thence along the arc of a 483.00 feet radius curve to the Left 41.45 feet to the point of beginning.

PLAT C:

COMMENCING at a point South 832.13 feet and West 85.50 feet from the West Quarter corner of Section 27, Township 3 South, Range 4 East of the Salt Lake Base and Meridian. Thence along the arc of a 262.00 feet radius curve to the Left 35.95 feet; thence North 78°51'54" East 132.55 feet; thence along the arc of a 29.00 feet

78°51'54" East 132.55 feet; thence along the arc of a 29.00 feet radius curve to the Left 19.35 feet thence South 37°32'00" West 32.24 feet; thence South 19°00'00" East 123.00 feet; thence South 71°00'00" West 157.19 feet; thence North 19°00'00" West 170.00 feet to the point of beginning.

PLAT D:

COMMENCING at a point South 832.13 feet and West 85.50 feet from the West Quarter Corner of Section 27, Township 3 South, Range 4 East of the Salt Lake Base and Meridian. Thence along the arc of a 262.00 radius curve to the right 35.96 feet; thence North 11°08'06" West 30.00 feet; thence North 01°58'12" East 133.42 feet; thence East 52.00 feet; thence South 26.00 feet; thence East 65.00 feet; thence South 52°28'00" East 95.57 feet; thence South 37°32'00" West 70.11 feet; thence along the arc of a 29.00 radius curve to the Left 19.35 feet; thence South 78°51'54" West 132.55 feet; thence along the arc of a 262.00 radius curve to the Left 35.96 feet; thence South 19°00'00" East 170.00 feet; thence South 71°00'00" West 221.31 feet; thence along the arc of a 483.00 feet radius curve to the Right 41.45 feet; thence South 75°55'00" West 169.00 feet; thence North 14°05'00" West 154.30 feet; thence North 71°00'00" East 417.86 feet to the point of beginning. Contains 2.1185 acres (20 units).

SWISS OAKS SUBDIVISION - PLAT "E"

COMMENCING at a point which is South 968.19 feet and West 480.59 feet from the West Quarter Corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence as follows:

South 14°05'00" East 154.30 feet; thence North 75°55'00" East 69.00 feet; thence South 14°05'00" East 29.00 feet; thence South 75°55'00" West 212.53 feet; thence along the arc of a curve right 62.00 feet; left 83.79 feet; thence North 26°39'10" West 102.76 feet; thence North 63°20'50" East 82.66 feet; thence along the arc of a curve right 238.00 feet; left 72.06 feet; thence North 46°00'00" East 63.58 feet; thence South 44°00'00" East 47.55 feet; to the point of beginning.

SWISS OAKS SUBDIVISION - PLAT "F"

COMMENCING at a point West 52.00 feet and South 660.00 feet from the West Quarter Corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian thence as follows:

South 01°58'21" West 133.42 feet; thence South 11°08'06" East 30.00 feet; thence along a 262 foot radius curve to the left 35.96 feet (central angle of said curve being 07°51'54"); thence South 71°00'00" west 38.00 feet; thence North 19°00'00" West 30.00 feet; thence North 07°16'29" west 118.56 feet; thence along the arc of a 250 foot radius curve to the left 63.27 feet (central angle of said curve being 14°30'02"); thence South 56°27'00" West 200.61 feet; thence South 33°33'00" East 12.00 feet; thence South 56°27'00" West 78.00 feet; thence along the arc of a 238 foot radius curve to the left 43.41 feet (central angle of said curve being 10°27'00"); thence South 46°00'00" West 48.40 feet; thence North 44°00'00" West 24.00 feet; thence South 46°00'00" West 63.58' feet; thence along the arc of a 238 foot radius curve to the right 72.06 feet (central angle of said curve being 17°20'50"); thence North 26°39'10" West 166.00 feet; thence North 63°20'50" East 84.61 feet; thence along the arc of a 75 foot radius curve to the right 34.89 feet (central angle of said curve being 26°39'10"); thence East 205.20 feet; thence South 33°33'00" East 14.40 feet; thence North 56°27'00" East 200.61 feet; thence along the arc of a 250 foot radius curve to the right 63.27 feet (central angle of said curve being 14°30'02"); thence North 07°16'29" West 32.04 feet; thence North 61°11'21" East 14.00 feet; thence East 86.00 feet to the point of beginning.

SWISS OAKS - PLAT "H"

COMMENCING at a point West 150.27 feet and South 666.75 feet from the West Quarter Corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian thence as follows:

South 07°16'29" East 150.60 feet; thence South 19°00'00" East 30.00 feet; thence South 71°00'00" West 74.00 feet; thence North 19°00'00" West 159.37 feet; thence North 61°11'21" East 106.16 feet to the point of beginning.

SWISS OAKS - PLAT "G"

Beginning at a point located 369.06 feet West and 1129.19 feet South from the West quarter corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence South 14°05'00" East along the westerly boundary of Swiss Oaks Condominiums, Plat B, 174.07 feet; thence South

61°85'34" West 76.17 feet; thence South 75°50'35" West 36.83 feet; thence North 89°59'18" West 58.18 feet; thence North 14°05'00" West 179.01 feet; thence North 75°55'00" East along the southerly boundary of Swiss Oaks Condominiums, Plat E, 167.00 feet to the point of beginning.

Contains approximately 0.7152 acres.

SWISS OAKS - PLAT "K"

COMMENCING at a point West 531.05 feet and South 1169.81 feet from the West Quarter Corner of Section 27, Township 3 South, Range 4 East, Salt Lake Base and Meridian, thence as follows, South 14°05'00" East 179.02 feet along Swiss Oaks, Plat G; thence North 89°59'18" West 152.72 feet; thence North 04°15'00" East 173.43 feet; thence along a 62.00 foot radius curve 54.97 feet to the left (delta curve - 50°47'53"), along Swiss Oaks, Plat E; thence North 75°55'00" East 45.53 feet along Swiss Oaks, Plat E to the point of beginning.