

CORRECTION TO
SECOND AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF CONDOMINIUM
OF
MIRA VISTA CONDOMINIUMS
(an expandable condominium)
American Fork, Utah

THIS CORRECTION TO SECOND AMENDMENT AND SUPPLEMENT TO THE DECLARATION is made this 31 day of December, 2007 by Mira Condominiums Development, L.L.C., a Utah limited liability company, (hereinafter referred to as "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act and the Original Declaration.

RECITALS

- A. Declarant was the owner of that certain real property situated in the City of American Fork, County of Utah, State of Utah, and more particularly described on Exhibit A.
- B. Declarant executed a Declaration of Condominium dated November 14, 2001 which was recorded November 27, 2001 as Entry No.123173:2001 of the official records of the Utah County Recorder (hereafter the "Original Declaration").
- C. Declarant subsequently executed the First Amendment and Supplement to the Declaration of Condominium of Mira Vista Condominiums which was dated January 23, 2006 and recorded in the official records of the Utah County Recorder on March 6, 2006 as Entry No. 25931:2006.
- D. Declarant subsequently executed the Second Amendment and Supplement to the Declaration of Condominium of Mira Vista Condominiums which was dated July 25, 2006 and recorded in the official records of the Utah County Recorder on May 4, 2006 as Entry No. 66191:2007 (hereafter the "Second Amendment").
- E. The name of the adjoining Mira Vista Senior Subdivision referred to in the Second Amendment was incorrect and the correct name is the Mira Vista P.U.D. Amended so it is necessary to correct the language of the Second Amendment which refers to the Mira Vista Senior Subdivision in order to conform such language to the correct name for the adjoining development.
- F. The Exhibit C attached to the Second Amendment was incorrect in that, although it correctly identified the square footages of the Units, there were typographical or calculation errors in the percentage interests in the Common Areas shown on Exhibit C and such percentage interests did not aggregate to a total of 100% of the Common Areas

G. Declarant desires to correct the Second Amendment by correcting the reference to the Mira Vista Senior Subdivision to be the Mira Vista P.U.D. Amended and to correct Exhibit C to the Second Amendment.

AMENDMENT

NOW THEREFORE, for the foregoing purposes, Declarant hereby declares and agrees as follows:

1. In accordance with the provisions of Section 2.4 of the original Declaration, Declarant hereby submits to the provisions of the original Declaration and the Act, the real property which is described on Exhibit "B". Such property is and shall be held, transferred, sold, conveyed, leased, rented, and occupied subject to the provisions of this Declaration.

2. Section 1.10 shall be amended to read as follows:

1.10 Individual Unit or Units mean and refers to one of the living Units in the Project intended for independent residential use as defined in the Act and as shown in the Map together with the undivided interest in and to the Common Areas and Facilities pertaining to that Unit. Such Individual Units in Phase I are numbered 112 through 122 on the 1st floor and 213 through 224 on the second floor. The Individual Units for Phase II shall be numbered 124 through 136 on the first floor and 225 through 237 on the second floor. The Individual Units for Phase III shall be numbered 137 through 151 on the first floor and 238 through 253 on the second floor. The unit numbers for the subsequent phases shall be determined at the time of submission of such phases to the Declaration. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of the interior structural walls, the exterior walls and the walls dividing Units, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit or serving only the Unit, and any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit.

3. Section 5.2 shall be amended to read as follows:

5.2 No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium Ownership described herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, the exclusive right to use and occupy the Limited Common Areas appurtenant to each Unit, and the non-exclusive right to use the Common Areas of the Mira Vista P.U.D. Amended in accordance with the terms of the Declaration of Easements, Covenants, Conditions and Restrictions of Mira Vista Condominiums and Mira Vista P.U.D.

Amended which is appurtenant to each Unit, shall always be conveyed, devised, encumbered, Leased, rented and otherwise effected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, lease, rental or other disposition of a Unit or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, conveyance, lease or rental respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration and by the Declaration of Easements, Covenants, Conditions and Restrictions of Mira Vista Condominiums and Mira Vista P.U.D. Amended.

4. Section 5.6 shall be amended to read as follows:

5.6 Use of Common Areas and Limited Common Areas. Subject to the limitations contained in the Declaration, each Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas, shall have the exclusive right to use and enjoy the Limited Common Areas designated herein or on the Map for exclusive use by such Unit and shall have the non-exclusive right to use the Common Areas of the Mira Vista P.U.D. Amended in accordance with the terms of the Declaration of Easements, Covenants, Conditions and Restrictions of Mira Vista Condominiums and Mira Vista P.U.D. Amended.

5. Section 11.2 shall be amended to read as follows:

11.2 Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated Common Expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Common Properties, which estimates may include among other things, expenses of management, taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water, sewer, garbage and waste disposal; repair and maintenance of the Common Areas, assessments from the Mira Vista P.U.D. Amended or its Owners Association to this Association or to the Condominium Owners for the wages for employees of the Committee, legal and accounting fees, any deficit remaining from a previous period, creation of a reasonably adequate contingency reserve, surplus and/or sinking fund, any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Second Amendment to the Declaration to be executed this ___ day of _____, 2007.

DECLARANT

MIRA CONDOMINIUMS DEVELOPMENT, L.L.C.,
a Utah limited liability company

Csilla Pajela Watt, Successor Trustee of the Mina R. Pajela
1991 Trust u/a/d January 14, 1991, Manager

STATE OF NEVADA)
 :SS
COUNTY OF _____)

On the _____ day of December, 2007, personally appeared before me, Csilla Pajela Watt, Successor Trustee of the Mina R. Pajela 1991 Trust dated January 14, 1991, who represented to me that she is the Manager of Mira Condominiums Development, L.L.C., a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that she had authority to execute the within and foregoing instrument in behalf of said Limited Liability Company, and that said Limited Liability Company executed the same.

Notary Public

Amended which is appurtenant to each Unit, shall always be conveyed, devised, encumbered, leased, rented and otherwise effected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance, lease, rental or other disposition of a Unit or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance, conveyance, lease or rental respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration and by the Declaration of Easements, Covenants, Conditions and Restrictions of Mira Vista Condominiums and Mira Vista P.U.D. Amended.

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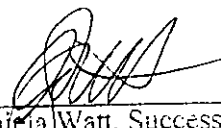
5. Section 11.2 shall be amended to read as follows:

11.2 Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated Common Expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Common Properties, which estimates may include among other things, expenses of management, taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water, sewer, garbage and waste disposal; repair and maintenance of the Common Areas, assessments from the Mira Vista P.U.D. Amended or its Owners Association to this Association or to the Condominium Owners for the Condominium Owners share of the Common Area Expenses of the Mira Vista P.U.D. Amended, wages for employees of the Committee, legal and accounting fees, any deficit remaining from a previous period, creation of a reasonably adequate contingency reserve, surplus and/or sinking fund, any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Second Amendment to the Declaration to be executed this 31 day of December, 2007.

DECLARANT

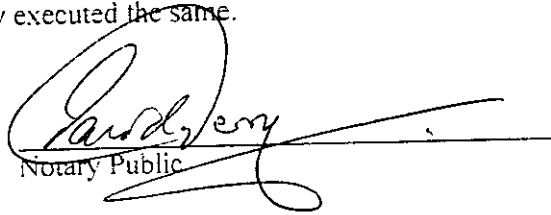
MIRA CONDOMINIUMS DEVELOPMENT, L.L.C.,
a Utah limited liability company



Csilla Pajela Watt, Successor Trustee of the Mina R. Pajela
1991 Trust w/e/d January 14, 1991, Manager

STATE OF NEVADA)
COUNTY OF Douglas) :SS

On the 21st day of December, 2007, personally appeared before me, Csilla Pajela Watt, Successor Trustee of the Mina R. Pajela 1991 Trust dated January 14, 1991, who represented to me that she is the Manager of Mira Condominiums Development, L.L.C., a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that she had authority to execute the within and foregoing instrument in behalf of said Limited Liability Company, and that said Limited Liability Company executed the same.


Notary Public

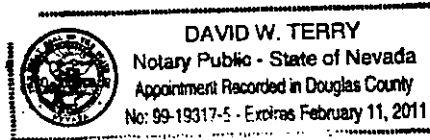


EXHIBIT "A"

Legal Description

ALL OF MIRA VISTA CONDOMINIUMS

LESS THE FOLLOWING:

PHASE IV OF MIRA VISTA CONDOMINIUMS:

BEGINNING AT A POINT WHICH IS SOUTH 1227.97 FEET AND EAST 447.03 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE WEST 106.75 FEET; THENCE NORTH 113.54 FEET; THENCE WEST 52.77 FEET; THENCE NORTH 106.00 FEET; THENCE EAST 51.92 FEET; THENCE SOUTH 10.00 FEET; THENCE EAST 29.71 FEET; THENCE NORTH 20.00 FEET; THENCE EAST 37.40 FEET; THENCE SOUTH 28.21 FEET; THENCE S45°00'00"E 11.37 FEET; THENCE EAST 15.94 FEET; THENCE SOUTH 8.60 FEET; THENCE EAST 3.75 FEET; THENCE SOUTH 34.71 FEET; THENCE EAST 12.77 FEET; THENCE SOUTH 149.98 FEET TO THE POINT OF BEGINNING. (CONTAINS 0.631 AC. 27,490 SF)

EXHIBIT "B"

Additional Land

ADDITIONAL REAL PROPERTY SUBMITTED IN CONJUNCTION WITH MIRA VISTA
CONDOMINIUMS PHASE III:

BEGINNING AT A POINT WHICH IS EAST 447.03 FEET AND SOUTH 747.89 FEET
FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE
2 EAST, SALT LAKE BASE & MERIDIAN; THENCE WEST 106.75 FEET; THENCE
SOUTH 113.54 FEET; THENCE W 52.77 FEET; THENCE SOUTH 106.00 FEET; THENCE
EAST 51.92 FEET; THENCE NORTH 10.00 FEET; THENCE EAST 29.71 FEET; THENCE
SOUTH 41.00 FEET; THENCE EAST 37.40 FEET; THENCE SOUTH 28.21 FEET; THENCE
S45°00'00"E 11.37 FEET; THENCE EAST 15.94 FEET; THENCE SOUTH 8.60 FEET;
THENCE EAST 3.75 FEET; THENCE SOUTH 34.71 FEET; THENCE EAST 38.50 FEET;
THENCE NORTH 34.71 FEET; THENCE EAST 3.75 FEET; THENCE NORTH 8.60 FEET;
THENCE EAST 15.94 FEET; THENCE N45°00'00"E 11.04 FEET; THENCE NORTH 25.95
FEET; THENCE EAST 7.98 FEET; THENCE NORTH 25.99 FEET; THENCE WEST 7.98
FEET; THENCE NORTH 25.95 FEET; THENCE N45°00'00"W 11.04 FEET; THENCE WEST
16.46 FEET; THENCE N63°26'06"W 17.89 FEET; THENCE WEST 12.96 FEET; THENCE
NORTH 185.29 FEET TO THE POINT OF BEGINNING (CONTAINS 0.904 AC, 39,396

EXHIBIT "C"

Unit Description	Square Footage	% Interest in Common Areas
Phase I:		
112	662	.903
113	989	1.349
114	989	1.349
115	767	1.046
116	1063	1.451
117	989	1.349
118	989	1.349
119	1131	1.542
120	988	1.349
121	988	1.349
122	833	1.136
213	662	.903
214	989	1.349
215	989	1.349
216	767	1.046
217	1063	1.451
218	989	1.349
219	989	1.349
220	1131	1.542
221	988	1.347
222	988	1.347
223	833	1.136
224	830	1.132
Phase I		
124	836	1.140
125	640	.873
126	640	.873
127	600	.818
128	1131	1.542
129	989	1.349
130	989	1.349
131	1063	1.451
132	549	.749
133	989	1.349
134	989	1.349
135	662	.903
136	835	1.139
225	930	1.268
226	640	.873
227	640	.873
228	640	.873
229	1131	1.542
230	989	1.349
231	989	1.340
232	1063	1.451

233	549	.749
234	989	1.349
235	989	1.349
236	662	.902
237	934	<u>1.274</u>

Phase III:

137	875	1.193
138	1067	1.455
139	1068	1.456
140	1102	1.503
141	1068	1.456
142	1046	1.426
143	1046	1.426
144	1068	1.456
145	1046	1.426
146	688	.938
147	706	.963
148	1046	1.426
149	1046	1.426
150	706	.963
151	703	.959
238	964	1.315
239	1067	1.455
240	1068	1.456
241	1102	1.503
242	1068	1.456
243	1046	1.426
244	1046	1.426
245	1068	1.456
246	1046	1.426
247	688	.938
248	706	.963
249	1046	1.426
250	1046	1.426
251	706	.963
252	701	.956
253	1015	<u>1.384</u>
		100.00%