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

THIS FIRST AMENDMENT AND SUPPLEMENT TO THE DECLARATION is made this 23 day of January, 2006 by Mira Condominiums Development, L.L.C., a Utah limited liability company, (hereinafter referred to as "Declarant") and the Owners, 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 has submitted the real property described on Exhibit A to the Original Declaration and has constructed the improvements and units upon said real property in accordance with the plans and drawings contained in the Record of Survey Map filed for record contemporaneously therewith.

D. Declarant desires to submit a portion of the real property described on Exhibit B to the Original Declaration and which was intended to be the Central Facility Unit to the terms, covenants, conditions, restrictions, easements and limitation of the Declaration and to the provisions of the Utah Condominium Ownership Act and to be and become a part of Phase I Amended Plat and Declarant and Owners desire to amend the Original Declaration to reflect such submission.

E. As part of the Original Declaration, Declarant intended to construct Central Facility Unit(s) as part of Phase II of which Central Facility Units Declarant intended to retain ownership. Such Central Facility Unit(s) were to contain rooms and facilities which Declarant would own, lease and operate but which the Unit Owners would be entitled to use on a fee or other basis as well as to construct other rooms and facilities which were to be Common Areas which the Unit Owners would be entitled to use in accordance with the Original Declaration.

F. Declarant desires to relinquish ownership of the Central Facilities Unit(s) which it may currently own and to convert the same to Common Areas to which conversion Owners are willing to agree. Declarant and Owners further desire to amend the Original Declaration to reflect such conversion.

G. Declarant desires to submit a portion of the real property which was to be the Central Facility Unit(s) and were to be constructed as part of the original Phase II and a portion of the real property which was described on Exhibit B to the Original Declaration and was intended to be as Phase III to the terms, covenants, conditions, restrictions, easements and limitation of the Declaration and to the provisions of the Utah Condominium Ownership Act and both parts of which are to be and become a phase thereof which is now to be known as Phase II and Declarant and Owners desire to amend the Original Declaration to reflect such submission and modification.

H. Declarant and the Owners desire to amend the Original Declaration in accordance with the terms of this First Amendment which is made in accordance with the provisions of Sections 2.4 and 13.2 of the Original Declaration.

AMENDMENT

NOW THEREFORE, for the foregoing purposes, Declarant and the Owners hereby declare and agree 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 1.4 shall be amended to read as follows:

1.4 Central Facility Unit(s) shall no longer exist. The Central Facility Unit(s) which were included in Phase I (and as shown on the Phase I) are hereby converted to Common Areas and shall no longer be separately owned by Declarant or its assigns. By execution and recording of this First Amendment, Declarant hereby conveys its rights in any Central Facility Unit(s) in Phase I or as shown on the Phase I Plat, including any interest in the Common Areas which were appurtenant to such Central Facility Unit(s), to the Owners of the Individual Units in the Condominium Project in the percentages in which they own the interests in the Common Areas as more specifically set forth on Amended Exhibit "C" attached hereto and by reference incorporated herein, subject, however, to adjustments in such individual Owners interests in such Common Areas as a result of subsequent expansion of the condominium in accordance with the provisions of Section 2.4. Furthermore, any references to Central Facility Units contained in the Original Declaration and the Map for the condominiums shall hereafter refer to and mean Common Areas.

3. Section 1.5 is amended to read as follows:

1.5 Common Areas or the Common Areas and Facilities shall mean and refer to and include:

1.5.1 The real property which is submitted by this Declaration to the terms of the Act, including all easements and appurtenances.

1.5.2 Those Common Areas and Facilities and Limited Common Areas and Facilities specifically set forth and designated as such on the Map.

1.5.3 All exterior walkways, streets, yards, gardens, fences, open parking spaces, sewer and water services, installation of central services such as power, light, gas, heating and air conditioning, and all apparatus and installations existing for common use.

1.5.4 Those portions of the Project that are designated by Declarant on the Map or on the rooms and facilities themselves as the lobby, library, arts & crafts room, meeting room and television room and, in addition, any portion of the Project, other than Individual Units, which had previously been owned by the Declarant and which had been designated by the Declarant as Central Facilities Unit(s), together with such accesses thereto through the Common Areas as shall be reasonably necessary to access such Common Areas from the other common hallways and entrances of the Condominium Project.

1.5.5 The foundations, columns, girders, beams, supports, main walls, exterior walls, walls separating or dividing Units, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of the building.

1.5.6 All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

1.5.7 All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

4. 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 C-101 through 112 on the first floor and C-201 through 213 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 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.

5. Section 1.19 shall be amended to read as follows:

1.19 Unit shall mean either an Individual Unit. Units shall mean the Individual Units.

6. Section 1.20 shall be amended to read as follows:

1.20 Unit Number shall mean and refer to the number thereof which designates an Individual Unit on the Map.

7. Section 2.3 shall be amended to read as follows:

2.3 Division into Individual Units. The Project is hereby divided into forty-eight (48) Individual Units as set forth on the Map, each such Individual Unit consisting of an Individual Unit and an appurtenant undivided percentage interest in and to the Common Areas and Facilities as set forth on Exhibit C attached hereto and by reference incorporated herein. It is acknowledged that the undivided percentage interest in the Common Areas is based upon the ratio of the square footage of each Individual Unit, as applicable, to the total square footage of all Units at this time in the Project. It is further acknowledged that as additional land and Units are added to the Project the undivided interest in the Common Areas as set forth on Exhibit C shall be amended and adjusted to conform to the ratios that shall then exist after taking into account the total square footage of all Units including those additional Units added on the additional land.

8. Section 2.4 shall be amended to read as follows:

2.4 Reservation on Option to Expand. Declarant hereby reserves an option to expand the Project, pursuant to the applicable provisions of the Condominium Ownership Act of the State of Utah and the provisions of this Declaration. This option relates to the additional land described on Exhibit B attached hereto and by reference incorporated herein and which consists of the additional lands to be added as Phases III through IV. This Option may be exercised any time within a period of seven (7) years from recordation of the Declaration. The exercise of Declarant's option to include the additional land in the Project does not and shall not require the consent of any Unit Owners. There are no limitations or assurances in the exercise of the option as to the following:

- a. Whether all or part of the additional land is included;
- b. Whether portions of the additional land are added at different times and the order in which such portions may be added;
- c. As to the location of improvements on the additional land;
- d. As to any description or limitation on other improvements made on the additional land;
- e. As to the types, sizes and maximum number of limited common areas which may be created, and
- f. As to the compatibility of the structures erected on any portion of the additional land in terms of quality of construction, principal materials used or architectural style other than that all Units and structures erected on any portion of the additional land added to the

Project will be generally compatible with the Units on the land originally within the Project in terms of quality of construction, principal materials and architectural style.

The maximum number of Units that may be created on the additional land comprising Phases II through IV are eighty-six (86) Individual Units bringing the total including the Phase I Units to one hundred nine (109) Individual Units. The maximum number of Units that may be added in each Phase are as follows:

<u>Phase</u>		<u>Individual Units</u>
Phase II	(formerly referred to as Phase III)	25
Phase III	(formerly referred to as Phase II)	31
Phase IV		30

9. Article III shall be amended to read as follows:

ARTICLE III

IMPROVEMENTS

3.1 Description of Improvements. The improvements included in the Project are now or will be located on the Tract, and all of such improvements are described on the Map. The Map indicates the Individual Unit Numbers which are to be contained in the building, the dimensions of the Units, and other significant facts relating to the building(s), Units and the Common Areas.

3.2 Description of Building and Improvements. The building upon final completion will consist of a single building composed of a central region in which the Central Facility Units which are now to be Common Areas are located with four wings or spokes off the corners of such central region in which the Individual Units are located. Even though the building will ultimately consist of a single building the construction of the building shall be completed in phases. Phase I comprise one of such spokes or wings. Phase II comprises the central hub area and another of such spokes or wings. The building is two story wood frame construction, with exterior of stone and stucco, and with a pitched roof with asphalt shingles.

3.3 Reserved.

3.4 Individual Units. Each Individual Unit has a combination living room/dining room/kitchen area, one or two bedrooms and one bath. The sizes of the Individual Units are between approximately 600 square feet and 1207 square feet. The size and configuration of the Individual Units are as shown on the Map.

3.5 Description of Units. The Map shows the Unit Number of each Individual Unit, their locations, dimensions from which their areas may be determined, and the Limited Common Areas, if any, which are reserved for their use. The Map also shows the Common Areas of the Project. The Individual Units shall be legally designated and described by their Unit numbers.

3.6 Common and Limited Common Areas. The Common Areas contained in the Project are described and identified in Article I hereof and in the Map. The Central Facility Units which were to be located generally in the central region of the building and include an indoor pool, therapy room, dining room, kitchen, multi-purpose room, offices, which may include a doctor's office and home health office, and other rooms and offices, hereafater are part

of the Common Areas. Neither the Ownership of undivided interests in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

3.7 Legal Description of a Unit. Each conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the Records of the County Recorder of Utah County, Utah and in substantially the following form:

Unit ____ shown in the Record of Survey Map for the Mira Vista Condominiums appearing in the Records of the County of Utah, in Book _____ Page _____ of Plats, and as defined and described in the Declaration of Condominium, appearing in such Records in Book _____ Page _____ of Records. This conveyance is subject to the provisions of the aforesaid Declaration of the Mira Vista Condominiums.

Such descriptions will be construed to describe the Unit together with an undivided interest in and to the Common Areas as the same is established and identified in the Declaration and Map referred to herein above, and to incorporate all the rights incident to Ownership of such Unit and all the limitations of such Ownership as described in this Declaration.

10. Sections 5.7.1, 5.7.3 and 6.1 shall be deleted in their entirety.

11. Section 6.4 shall be amended too read as follows:

6.4 Restrictions Concerning Common Areas. The portion of the property which was initially to be the Central Facility Unit but which has been converted to Common Area is intended to be include uses and services which are consistent and compatible with or related or a corollary to the residential use of the Individual Units, including but not limited to: kitchen and dining facilities, indoor pool, therapy room, doctors office and facilities, home health office and facilities, meeting rooms, library, arts & crafts, and other similar types and kinds of uses and services which are supportive of the use of the Individual Units as a residential housing project for persons fifty-five years of age or older. The Management Committee shall be entitled to rent or lease the facilities such as the doctors office and facilities and home health office and facilities and other similar portions of the Common Areas to third parties provided that the rent or fees associated therewith shall be applied to reduce the Common Area expenses of the Project. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests or invitees without the prior written consent of the Management Committee. The Management Committee may by rules and regulations prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Management Committee, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas except upon consent of the Management Committee.

12. Section 6.8 shall be amended to read as follows:

6.8 Restrictions on Alterations. No structural alterations to any Unit shall be made by any Owner without the prior written consent of the Management Committee. Except for any alterations or modifications which have previously been made to any of the Units in Phase I or as hereafter approved, no alterations or modification in the location of carpeting in any Unit shall be made (i.e. if carpeting is shown on the plans or has been placed in a location such as a hallway, then carpeting must continue to be installed in such location, although the Owner may replace such carpeting with other similar carpeting). If an Owner shall desire to replace the carpeting in a location with another floor covering material, then, prior to doing so, the Owner, at its sole expense, shall consult with the sound engineer designated by the Management Committee to determine the appropriate modifications to or installations of sound barriers needed to prevent noise transmission to the adjoining Units. Owner shall provide the Management Committee with the results or recommendations of the sound engineer for its review and approval. The Management Committee shall then have the right to approve the modifications in the locations of carpeting, which consent shall not unreasonably be withheld. Owner, at its expense, shall then undertake such improvements, modifications or remediations recommended by the sound engineer or recommended or approved by the Management Committee as a condition to the modification of the location of the carpeting.

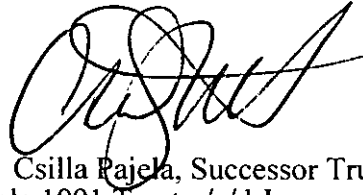
13. Section 11.11 shall be amended to read as follows:

11.11 Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed Twenty-Five Dollars (\$25.00) and upon written request of any Owner or Mortgagee, prospective mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; credit for advance payments of prepaid items including but not limited to, an Owner's share of prepaid insurance premiums, and such statement shall be conclusive upon such Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which become due prior to the lien of the mortgagee which become due prior to the date of making such request shall be subordinate to the lien of the Mortgagee which acquired its interest subsequent to requesting such statement. In the event of a transfer or conveyance of a Unit, the Management Committee shall be entitled to a fee relative to the processing of such transfer or conveyance not to exceed One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this First Amendment to the Declaration to be executed this 20 day of January, 2006.

DECLARANT

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



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

IN WITNESS WHEREOF, the undersigned as the Management Committee of the Association of Unit Owners, has caused this First Amendment to the Declaration to be executed, thereby certifying that the First Amendment has been authorized and approved as provided in Section 13.2 of the Original Declaration

Management Committee of the Association

By: Martha Spoor Patsy Brown
Martha Spoor Patsy Brown

By: Jackie Simpson Ida Wagstaff
Jackie Simpson Ida Wagstaff

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On the 20 day of January, 2006, 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

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

On this 23 day of January, 2006, personally appeared Martha Spoor, personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.

Sheryl B Thomas
Notary Public

STATE OF UTAH)
) ss:
COUNTY OF UTAH)



IN WITNESS WHEREOF, the undersigned as the Management Committee of the Association of Unit Owners, has caused this First Amendment to the Declaration to be executed, thereby certifying that the First Amendment has been authorized and approved as provided in Section 13.2 of the Original Declaration

Management Committee of the Association

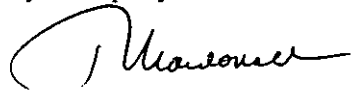
By: _____
Martha Spoor Patsy Brown

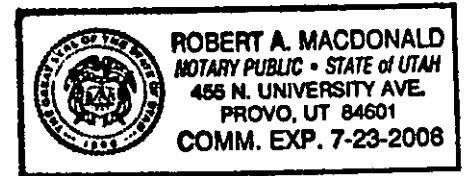
By: _____
Jackie Simpson Ida Wagstaff

STATE OF ~~CALIFORNIA~~)
^{UTAH}
COUNTY OF UTAH) :ss



On the 20th day of January, 2006, 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



STATE OF UTAH)
COUNTY OF UTAH) ss:

On this ___ day of January, 2006, personally appeared Martha Spoor, personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.

Notary Public

STATE OF UTAH)
COUNTY OF UTAH) ss:



EXHIBIT "A"

Legal Description

ENT 25931:2006 PG 12 of 15

ALL OF MIRA VISTA CONDOMINIUS,

LESS THE FOLLOWING:

PHASE III OF MIRA VISTA CONDOMINIUMS:

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 SF)

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)

Additional Land

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

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS EAST 594.61 FEET AND SOUTH 987.42 FEET FROM THE WEST
QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE &
MERIDIAN; THENCE SOUTH 131.51 FEET; THENCE WEST 27.87 FEET; THENCE SOUTH 78.89 FEET;
THENCE WEST 106.75 FEET; THENCE NORTH 183.64 FEET; THENCE WEST 45.69 FEET; THENCE
N45°00'00"W 11.82 FEET; THENCE NORTH 56.26 FEET; THENCE N45°00'00"E 11.82 FEET; THENCE
EAST 45.71 FEET; THENCE NORTH 8.00 FEET; THENCE S63°26'06"E 17.89 FEET; THENCE EAST
16.46 FEET; THENCE S45°00'00"E 11.04 FEET; THENCE SOUTH 25.95 FEET; THENCE EAST 7.98
FEET; THENCE SOUTH 0.52 FEET; THENCE EAST 29.65 FEET; THENCE SOUTH 11.96 FEET; THENCE
EAST 56.73 FEET TO THE POINT OF BEGINNING

(CONTAINS 0.743 AC, 32,350 SF)

EXHIBIT "C"

Unit Description Areas	Square Footage	% Interest in Common
Phase I:		
112	662	1.475
113	989	2.204
114	989	2.204
115	767	1.709
116	1063	2.369
117	989	2.204
118	989	2.204
119	1131	2.521
120	988	2.202
121	988	2.202
122	833	1.855
213	662	1.425
214	989	2.204
215	989	2.204
216	767	1.709
217	1063	2.369
218	989	2.204
219	989	2.204
220	1131	2.521
221	988	2.202
222	988	2.202
223	833	1.855
224	830	1.850
Phase II:		
C-101	672	1.498
C-102	1157	2.579
C-103	1157	2.579
C-104	600	1.337
C-105	1202	2.679
C-106	1157	2.579
C-107	1157	2.579
C-108	1202	2.679
C-109	680	1.516
C-110	680	1.516
C-111	680	1.516
C-112	875	1.950
C-201	672	1.498
C-202	1157	2.579
C-203	1157	2.579
C-204	600	1.337
C-205	1202	2.679
C-206	1157	2.579
C-207	1157	2.579
C-208	1202	2.679

C-209	680	1.516
C-210	680	1.516
C-211	680	1.516
C-212	800	1.783
C-213	<u>900</u>	<u>2.005</u>
	44,869	100.000