

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR

THE VILLAS AT MAPLEWOOD GROVE  
Amended for Plats A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S  
a Utah Condominium Project  
Pleasant Grove, Utah

DECLARANT:  
PG Villas, L.L.C.  
A Utah limited liability company

WHEN RECORDED RETURN TO:

PG Villas, L.L.C.  
865 West 260 South  
Pleasant Grove, Utah 84062  
(801) 836-9435

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR THE VILLAS AT MAPLEWOOD GROVE**

Plat A, B, C, and D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S (Amended)  
(a Utah Condominium Project)

This Second Amendment to Declaration of Condominium for The Villas At Maplewood Grove is made and executed by John Ogden, President of The Villas at Maplewood Grove HOA and manager of PG Villas, L.L.C., a Utah limited liability company, of 865 West 260 South, Pleasant Grove, Utah 84062 (the "Declarant"). This amendment to the Declaration is applicable to all Plats for the Villas at Maplewood Grove, including Plats A, B, C, and amended plats D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S. This is an amendment to (1) the Declaration of Condominium for the Villas at Maplewood Grove, which was recorded on April 8, 2005 as Entry No. 36922:2005 in the office of the Utah County Recorder ("the Declaration"); and (2) the First Amendment to the Declaration of Condominium for the Villas at Maplewood Grove, which was recorded on March 4, 2008 as Entry No. 25869:2008 in the office of the Utah County Recorder ("the First Amendment"). Pursuant to Article III, paragraph 32 of the Declaration, the Declarant may unilaterally amend the Declaration during the Period of Control. The Declarant hereby records this amendment to the Declaration and First Amendment, which shall be effective as of its recording date.

1. **Section I. DEFINITIONS** subsection 34 is changed to the following:

**34. Period of Declarant's Control** shall mean and refer to a period of time commencing on the date this Declaration is recorded and terminating on the occurrence of the earliest of the following events: (a) Six (6) years from the effective date of this Declaration, or (b) the Declarant executes and records a written Waiver of his right to control.

2. **Section III. COVENANTS, CONDITIONS, AND RESTRICTIONS** subsection 7 and subsection 34 are changed to the following:

**7. Architectural and Design Guidelines.** The Declarant has prepared Design Guidelines for the Project, which have been approved by the City. The approved Design Guidelines shall apply to all construction activities within the project. The Declarant shall have sole and full authority to change, amend, and supplement the Design Guidelines as long as it owns any of the Property;

**34. Declarant's Sales Program.** Anything to the contrary notwithstanding, until Declarant has sold all Units owned by it, or the expiration of ten (10) years following the date on which the Declaration is filed for record in the Office of the Utah County Recorder, whichever first occurs, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Declarant from any obligations of an Owner to pay his portion of the Common Expenses or other Assessments, except as herein otherwise provided. Neither the Owners, the Association, nor the Management Committee shall interfere with the completion of improvements and sale of Declarant's Units, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities designed to accomplish or facilitate the sale of all Units owned by Declarant:

a) **Sales Office and Model Units.** Declarant shall have the right to maintain one (1) or more sales offices and (1) or more model Units at any one time. Such office

and/or models may be one or more of the units owned by the Declarant, one or more separate structures or facilities placed on the Property for the purpose of aiding Declarant's sales effort, or the office in the clubhouse, or any combination of the foregoing;

b) Promotional. Declarant shall have the right to maintain a reasonable number of promotional advertising and/or directional signs, banners or similar devices at any place or places on the Property.

c) Common Area use. Declarant shall have the right to use the Common Areas of the Project including but not limited to the right to use the Clubhouse as a sales office and in any other way necessary to facilitate sales.

d) Relocation and Removal. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices, but in connection with each such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the Event, Declarant shall have the right to remove from the Project any signs, banners or similar devices and any separate structure or facility which was placed on the Property for the purpose of aiding Declarant's sales effort.

e) Restrictions in Favor of the Declarant. The recreational amenities or facilities at the Project may not be subject to any restriction or reservation in favor of the Declarant or any of its affiliates.

3. **Article III, section 4 of the Declaration** is amended by removing the following:

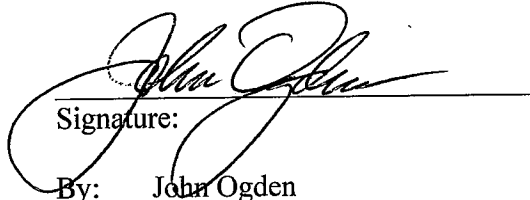
Each unit owned by the builder or not yet constructed in the project will get 10 votes per unit. For example: The owner/builder still has 200 units to complete construction the owner builder would have 2000 votes out of a possible 2052 (52 votes from built units).

4. **Conflicts**. All remaining provisions of the Declaration and First Amendment not specifically amended in this Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

5. **Incorporation and Supplementation of Declaration**. This document is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

Dated this 2 day of April, 2010.

PG Villas, L.L.C.,  
A Utah limited liability company  
The Villas at Maplewood Grove HOA

  
Signature:

By: John Ogden  
Manager, Member of PG Villas, L.L.C.  
President, The Villas at Maplewood Grove HOA

STATE OF UTAH

:ss

COUNTY OF UTAH

On the 2<sup>nd</sup> day of April, 2010, personally appeared before me John Ogden, who by me being duly sworn, did say that he is the manager of PG Villas, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Company by authority of its Articles of Organization or a resolution of its Members, and said John Ogden duly acknowledged to me that said Company executed the same.

  
NOTARY PUBLIC

