

When recorded, return to:

1051 MANAGEMENT INC
1810 CHAMPAGNE AVE
SALT LAKE CITY, UT 84129

**SECOND AMENDMENT TO AMENDED CONDOMINIUM DECLARATIONS FOR
WEST POINT MEADOWS CONDOMINIUMS**

(Including Addition of Phases for Future Annexable Property)

This Second Amendment to Amended Condominium Declaration for West Point Meadows Condominiums is made this 28th day of AUGUST, 2015, by the undersigned Declarants.

A. On November 7, 2003 the Amended Condominium Declaration for West Point Meadows Condominiums was recorded as Entry No. 213427 with the Tooele County Recorder's Office (the "Declaration"). Said Declaration was recorded as a replacement to the prior declaration, which has now been superseded by the Declaration. The Declaration subjects certain real property described therein to the covenants, conditions, and restrictions.

B. Effective October 14, 2009, a "First Amendment To Amended Condominium Declaration for West Point Meadows Condominiums" was executed by the Declarants. Such document was recorded as Entry #333458 on October 15, 2009 with the Office of the Tooele County Recorder.

C. Declarant and the affirmative vote of over sixty-seven percent (67%) of the percentage interest of the Unit Owners have voted through a special meeting to execute and record this "Second Amendment to Amended Condominium Declaration for West Point Meadows Condominiums" to make certain additional changes to various sections of the Declaration. The main purpose of these amendments is to ensure continued compliance with the Federal Housing Administration (FHA) regulations issued by the Department of Housing and Urban Development of the United States of America, to comply with Utah regarding time limits to build additional units, and to provide for provisions for construction of additional phases in the future.

NOW, THEREFORE, the Declarant hereby declares and amends the Declaration as follows:

1. The legal description of the Declaration is hereby amended and restated in its entirety as set forth in Exhibit "A" hereto. Only the existing units are now part of the condominium project and subject to the Declaration, but all future buildings planned on the existing plat will be added to the condominium project and become subject to the Declaration phase by phase or building by building and is further described as Future Annexable Property.

2. The units currently part of the condominium project are units 2081, 2082, 2083, 2084,

2091, 2092, 2093, 2094, 2101, 2102, 2103, 2104, 2141, 2142, 2143, 2144, 2151, 2152, 2153, and 2154, together with an undivided interest in the common elements.

3. The Future Annexable Property which is described in Exhibit "B" hereto will not be part of the condominium project until later dates and will be added phase by phase or building by building.

5. The total number of units being conditionally added by this second amendment is forty-three (43). These units shall be added in a phasing plan to be determined by Declarants together with Tooele City.

6. Article III, Section 39 of the Declaration, as amended in October, 2009 is hereby restated, which reads as follows: The Future Annexable Property is hereby conditionally added to the condominium project. A separate building within the Future Annexable Property shall become irrevocably added to the condominium project and subject to the Declaration on the date the first Unit within that Phase is conveyed to a Purchaser or, if earlier, on the date the Declarant records a confirmatory declaration of annexation for that phase for purposes of satisfying FHA or VA requirements as may be deemed necessary.

7. Declarant shall have no limitations on its option to expand with any portion or all of the Future Annexable Property as described in this Second Amendment. No consent of any unit owners shall be required for such expansion. No assurances are made in regard to any improvements that may be made on any portions of the additional land added to the condominium project, except as described in the Declaration and amendments thereto.

8. The Future Annexable Property shall be compatible with the structures on the land originally within the project in terms of quality of construction, principal materials used, and architectural style. However, no assurances are made in regards to whether the additional units will be substantially identical to the units on the land originally within the project.

9. Declarant reserves the right to create limited common areas and facilities within the Future Annexable Property consistent with the plat recorded with the Declaration. However, no assurances are made in regard to the types, sizes, and maximum number of limited common areas within each portion.

10. Declarant may not withdraw any phase of the Future Annexable property after that phase has been annexed. In addition, Declarant shall be deemed to have irrevocably added all of the Future Annexable Property to the condominium project no later than the seventh anniversary of the recording of this instrument unless the Declarant records an amendment withdrawing any portion of the Future Annexable Property that has not been irrevocably added by the sale of a unit in that phase or by the recordation of a confirmatory declaration of annexation for purposes of satisfying FHA or VA requirements. Moreover, Declarant shall be allowed to complete any phasing allowed by the FHA/VA and shall abide by any requirements of the FHA/VA.

11. All of the Future Annexable Property added to the Condominium shall be

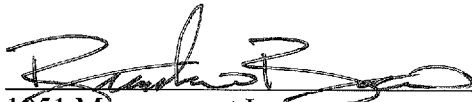
comprised of the units within the phases so added, the limited common elements allocated thereto and the appurtenant common elements and real property contained therein. Each building in the Future Annexable Property containing one or more units is a separate phase and may be added to the condominium in any order.

12. Upon the effective date for each phase, the undivided interest in the common elements and in the common expenses shall be allocated equally among all of the units then subject to the Declaration so that each unit's undivided interest in the common elements and in the common expenses of the association shall be a fraction, the numerator of which is one and the denominator of which is all units then irrevocably committed to the condominium project and subject to the Declaration. In addition, upon the effective date for each phase, the votes in the association shall be allocated equally among all of the units then subject to the Declaration with each unit having one vote. All of the development rights and Declarant rights granted to are reserved by, the Declarant in the Declaration shall apply to the Future Annexable Property.

13. All of the other provisions of the Declaration not modified by this instrument shall remain in full force and effect.

This instrument is dated this 28TH day of August, 2015.

DECLARANT:



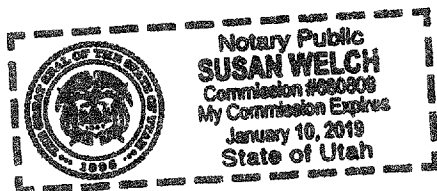
1051 Management Inc.

By: BRANDEN BAUM

Title: PRESIDENT

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

Subscribed and sworn to before me by Branden Baum on 8.28.15, as an authorized Officer of 1051 Management Inc. to execute this Second Amended Declaration.





Notary Public

EXHIBIT "A" - LEGAL DESCRIPTION

All of Lot 202, West Point Meadows Subdivision Phase 2, being more particularly described as follows:

Beginning at the Northeast Corner of Lot 202, West Point Meadows Subdivision Phase 2, said point being on the quarter section line South 89°42'14" West 1046.61 feet along the quarter section line from the East Quarter Corner of Section 20, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running:

thence South 00°50'24" West 338.77 feet;

thence South 89°42'14" West 490.36 feet;

thence North 01°11'15" East 265.43 feet to the Southwest Corner of Lot 3 of said West Point Meadows Subdivision Phase 2;

thence North 70°29'47" East 222.99 feet along the Southeast line to the Southeast Corner of Lot 203 of West Point Meadows Subdivision Phase 2;

thence North 89°42'14" East 279.63 feet to the point of beginning.

Less and excluding the Future Annexable Property described in Exhibit "B" hereto.

Upon recording of this instrument (the Second Amendment to Amended Condominium Declaration for West Point Meadows), the individual buildings containing the following units become or remain part of the project: 2081 through 2084 inclusive, 2091 through 2094 inclusive, 2101 through 2104 inclusive, 2141 through 2144 inclusive, and 2151 through 2154 inclusive. All other units identified in Exhibit "B" will be added to the project through recordation of a supplemental declaration or a deed of annexation.

EXHIBIT "B"
LEGAL DESCRIPTION OF THE FUTURE ANNEXABLE PROPERTY

The individual buildings* containing units 2111 through 2116 inclusive, 2121 through 2126 inclusive, 2131 through 2135 inclusive, 2011 through 2014 inclusive, 2021 through 2024 inclusive, 2031 through 2032 inclusive, 2041 through 2044 inclusive, 2051 through 2054 inclusive, 2061 through 2064 inclusive, and 2071 through 2074 inclusive, as shown on the plat according to the official amended plat thereof. Together with an undivided interest in the common elements as set forth in the Declaration and as designated on said Plat.

*Each building in the Future Annexable Property containing one or more units is a separate phase and may be added to the condominium in any order.