

MARTHA A. SPOOR
663 W. S. 50 N
PLEASANT GROVE, UT 84062

**SECOND AMENDMENT AND SUPPLEMENT TO THE
DECLARATION OF CONDOMINIUM**

OF

**MIRA VISTA CONDOMINIUMS
(an expandable condominium)**

American Fork, Utah

ENT 66191:2007 PG 1 of 9
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 May 04 11:55 am FEE 107.00 BY HI
RECORDED FOR AMERICAN FORK CITY

THIS SECOND AMENDMENT AND SUPPLEMENT TO THE DECLARATION is made this 19th day of July, 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 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 desires to submit an additional portion of the real property which was intended to be Phase II but is now to be Phase III to the terms, covenants, conditions, restrictions, easements and limitation of the Declaration and to the provisions of the Utah Condominium Ownership Act.

E. Declarant and the Condominium Owners have or will enter into a Declaration of Easements, Covenants, Conditions and Restrictions regarding the Mira Vista Condominiums and the adjoining Mira Vista Senior Subdivision which shall provide for the right of the Condominium Owners to use certain of the Common Areas of the Mira Vista Senior Subdivision, the right of the Owners of the Mira Vista Senior Subdivision to use certain of the Common Areas under the Condominium Declaration, the right of the Condominium Owners Association to assess certain of its Common Expenses to the Owners of the Mira Vista Senior Subdivision and the right of the Mira Vista Senior Subdivision Association to assess certain of its Common Expenses to the Condominium Owners.

F. Declarant and the Owners desire to amend the Declaration in accordance with the terms of this Second Amendment and Supplement which is made in accordance with the provisions of Sections 2.4 and 13.2 of the 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 1.10 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 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 Senior Subdivision in accordance with the terms of the Declaration of Easements, Covenants, Conditions and Restrictions of Mira Vista Condominiums and Mira Vista Senior Subdivision 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 Senior Subdivision.

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 Senior Subdivision in accordance with the terms of the Declaration of Easements, Covenants, Conditions and Restrictions of Mira Vista Condominiums and Mira Vista Senior Subdivision.

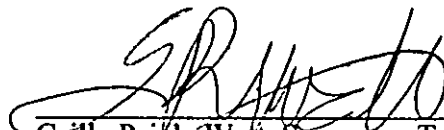
5. Section 11.2 shall be amended to read as follows:

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 Senior Subdivision 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 Senior Subdivision, 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 25 day of July, 2006.

DECLARANT

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



Esilla Pajela Watt, 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*
Martha Spoor

By: *Patsy Brown*
Patsy Brown

By: *Alice Dodge*
Alice Dodge

By: *Ida Wagstaff*
Ida Wagstaff

By: *Lavette Brooks*
Lavette Brooks

STATE OF Utah)
~~NEVADA~~)
:SS
COUNTY OF _____)

On the 25 day of July, 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.



[Signature]
Notary Public

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

On this 25th day of July, 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.



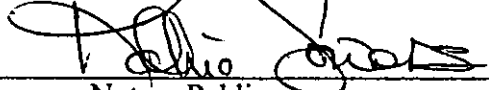
[Signature]
Notary Public

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

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On this 25th day of July, 2006, personally appeared Patsy Brown, personally known to me to be the person whose name is subscribed to on this instrument, and acknowledged that she executed the same.



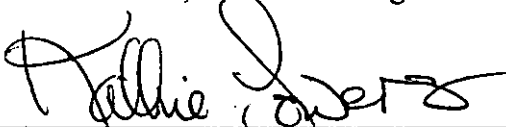


Notary Public

STATE OF UTAH)
) ss:
COUNTY OF UTAH)

On this 25th day of July, 2006, personally appeared Alice Dodge, 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)
) ss:
COUNTY OF UTAH)

On this 25th day of July, 2006, personally appeared Ida Wagstaff, 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)
) ss:
COUNTY OF UTAH)

On this 25th day of July, 2006, personally appeared Lavette Brooks, 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

EXHIBIT "A"

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ALL OF MIRA VISTA CONDOMINIUMS

LESS THE FOLLOWING:

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 94.04 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 36.79 FEET; THENCE SOUTH 7.36 FEET; THENCE S45°00'00"E 11.82 FEET; THENCE EAST 32.73 FEET; THENCE SOUTH 194.30 FEET TO THE POINT OF BEGINNING (CONTAINS 0.616 AC, 26,817 SF)

EXHIBIT "B"

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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 & MERIDAIN; THENCE WEST 106.75 FEET;
THENCE SOUTH 113.54 FEET; THENCE WEST 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 36.79
FEET; THENCE NORTH 48.89 FEET; THENCE N45°00'00"E 11.82 FEET; THENCE
S89°59'20"E 32.75 FEET; THENCE NORTH 193.29 FEET TO THE POINT OF
BEGINNING

(CONTAINS 0.66 AC, 28,829 SF)

EXHIBIT "C"

Unit Description Areas	Square Footage	% Interest in Common
Phase I:		
112	662	.899
113	989	1.344
114	989	1.344
115	767	1.042
116	1063	1.445
117	989	1.344
118	989	1.344
119	1131	1.536
120	988	1.343
121	988	1.343
122	833	1.132
213	662	.899
214	989	1.344
215	989	1.344
216	767	1.042
217	1063	1.445
218	989	1.344
219	989	1.344
220	1131	1.536
221	988	1.344
222	988	1.344
223	833	1.132
224	830	1.128
Phase II:		
124	836	1.135
125	640	.869
126	640	.869
127	600	.816
128	1131	1.536
129	989	1.344
130	989	1.344
131	1063	1.445
132	549	.745
133	989	1.344
134	989	1.344
135	662	.899
136	835	1.134
225	930	1.263
226	640	.869
227	640	.869
228	640	.869
229	1131	1.536
230	989	1.344
231	989	1.344

232	1063	1.445
233	549	.746
234	989	1.344
235	989	1.344
236	662	.899
237	934	<u>1.268</u>
		100.00%

Phase III:

137	875	1.188
138	1067	1.445
139	1068	1.445
140	1102	1.496
141	1068	1.445
142	1046	1.420
143	1046	1.420
144	1068	1.445
145	1046	1.420
146	688	.934
147	706	.959
148	1046	1.420
149	1046	1.420
150	706	.959
151	703	.955
238	964	1.309
239	1067	1.445
240	1068	1.445
241	1102	1.497
242	1068	1.445
243	1046	1.420
244	1046	1.420
245	1068	1.445
246	1046	1.420
247	688	.934
248	706	.959
249	1046	1.420
250	1046	1.420
251	706	.959
252	701	.952
253	1015	1.378