

WHEN RECORDED RETURN TO:  
COUNTRY WOODS, L.C.  
Wayne H. Corbridge  
758 South 400 East  
Suite 203  
Orem, Utah 84058

ENT 70253 BK 4054 PG 842  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1996 AUG 27 3:39 PM FEE 43.00 BY AC  
RECORDED FOR COUNTRY WOODS LC

← (M)

SECOND SUPPLEMENT TO THE AMENDED & RESTATED  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
COUNTRY WOODS, A Condominium Project

This SECOND SUPPLEMENT to the AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the COUNTRY WOODS CONDOMINIUM PROJECT is made and executed this 21st day of August, 1996 by COUNTRY WOODS, L.C., a Utah Limited Partnership of 758 South 400 East, Suite 203, Orem, Utah 84058 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Original Declaration was recorded in the office of the County Recorder of Utah County, Utah on November 13, 1995 as Entry No. 77941, in Book 3814, at Page 882 of the Official Records;

Whereas, the Amended and Restated Declaration was recorded in the office of the County Recorder of Utah County, Utah on March 27, 1996 as Entry No. 25138, in Book 3924, at Pages 790-857 of the Official Records.

Whereas, the related Plat Maps for Phases I and II of the Project have also been recorded in the Office of the County Recorder of Utah County, Utah.

Whereas, the First Supplement to the Amended & Restated Declaration of Covenants, Conditions and Restrictions was recorded in the Office of the County Recorder of Utah County, Utah on May 13, 1996, as Entry No. 40058, in Book 3968, at Page 218 of the official records.

Whereas, the related Plat Map for Phase III of the Project has been recorded in the Office of the County Recorder of Utah County, Utah.

Whereas, the related Plat Map for Phase V of the Project has been or will be recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article III, Section 45 of the Amended & Restated Declaration, Declarant reserved an option until seven (7) years from the date following the first conveyance of a Unit in Phase I to a Unit purchaser to expand the Project in accordance with the Act.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Utah County, Utah and described with particularity on Exhibit "A-4" attached hereto and incorporated herein by this reference (the "Phase V Property").

Whereas, under the provisions of the Amended & Restated Declaration, Declarant expressly reserved the absolute right, subject to the approval of the Office of Veterans Affairs, to amend the Declaration and add to the Project any or all portions of the Additional Land at any time and in any order, without limitation.

Whereas, Declarant desires to expand the Project by creating on the Phase V Property a residential condominium development.

Whereas, Declarant now intends that the Phase V Property shall become subject to the Amended & Restated Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Project and the Unit Owners thereof, Declarant hereby executes this SECOND SUPPLEMENT to the AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COUNTRY WOODS, a Condominium Project.

1. Supplement to Definitions. Article I of the Amended & Restated Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

A. Second Supplemental Declaration shall mean and refer to this Second Supplement to the Amended & Restated Declaration of Covenants, Conditions and Restrictions for Country Woods, a Condominium Project.

B. Phase V Map shall mean and refer to the Plat Map of Phase V of the Project, prepared and certified to by David V. Thomas, a duly registered Utah Land Surveyor holding Certificate No. 163947 and filed for record in the Office of the County Recorder of Utah County, Utah concurrently with the filing of

this Second Supplemental Declaration.

Except as otherwise herein provided, the definition of terms contained in the Amended & Restated Declaration are incorporated herein by this reference.

2. Legal Description. The real property described in Exhibit "A-4" is hereby submitted to the provisions of the Act and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Supplemental Declaration:

3. Annexation. Declarant hereby declares that the Phase V Property shall be annexed to and become subject to the Amended & Restated Declaration, which upon recordation of this Second Supplemental Declaration shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit "A-4" subject to the functions, powers, rights, duties and jurisdiction of the Association.

4. Total Number of Units Revised. As shown on the Phase V Map, eighteen (18) additional Units are created in the Project on the Phase V Property. Said additional Units are located within a portion of the Additional Land. Upon the recordation of the Phase V Map and this Second Supplemental Declaration, the total number of Units in the Project will be eighty-two (82). The said additional Units are substantially similar in construction, design and quality to the Units in the prior Phases.

5. Percentage Interest Revised. Pursuant to the Act and the Amended & Restated Declaration, Declarant is required, with the additional Units, to reallocate the Percentage Interest. Revised Exhibit "B" to the Amended & Restated Declaration is deleted in its entirety and "Second Revised Exhibit 'B'" attached is substituted in lieu thereof and incorporated herein by this reference. The Percentage Interests set forth in Second Revised Exhibit "B" have been computed on the basis of the size that each of the Units bears to the total size of all Units in the Project.

6. Article III, Section 6, Paragraph (13) of the Amended & Restated Declaration of Covenants, Conditions and Restrictions is deleted in its entirety and the following language is substituted in lieu thereof:

(13) Window Coverings. No aluminum foil, newspapers, reflective film coatings, or other similar materials may be used to cover the exterior windows of any residential structure on a Unit.

7. Article III, Section 6, Paragraph (18) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions is deleted in its entirety and the following language is substituted in lieu thereof:

(18) Damage or Waste. No damage to, or waste of, the Common Areas or Limited Common Areas shall be committed by any Owner or Resident, their guests or invitees; and each Owner and Resident shall indemnify and hold the Management Committee and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by that Owner or Resident, their guests or invitees; provided, however, that any invitee of the Declarant shall not under any circumstances be deemed to be an invitee of any other Owner.

8. Article III, Section 7 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions is deleted in its entirety and the following language is substituted in lieu thereof:

6. Leases. Any agreement for the leasing, rental, or occupancy of a Unit (hereinafter in this Section referred to as a "lease") shall be in writing and a copy thereof shall be delivered to the Management Committee immediately upon request. Every lease shall provide that the terms of such lease shall be subject in all respects to the provisions of the Project Documents. Said lease shall further provide that any failure by the Resident thereunder to comply with the terms of the foregoing documents shall be a default under the lease. If any lease does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be a part of the lease and binding on the Owner and Resident by virtue of their inclusion in this Declaration. Any Owner who shall lease his Unit shall be responsible for assuring compliance by the Resident with the Project Documents. Failure by an Owner to take legal action, including the institution of a forcible entry and unlawful detainer proceeding against his Resident who is in violation of the Project Documents within ten (10) days after receipt of written demand so to do from the Committee, shall entitle the Association to take any and all such action including the institution of proceedings in forcible entry and unlawful detainer on behalf of such Owner against his Resident. Neither the Association nor any agent retained by the Association to manage the Project shall be liable to the Owner or Resident for any eviction under this Section that is made in good

faith. Any expenses incurred by the Association, including attorneys' fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of a written demand therefor shall entitle the Board to levy an Individual Assessment against such Owner and his Unit for all such expenses incurred by the Association, collectible by judgment, lien and/or foreclosure. In the event such Assessment is not paid within thirty (30) days of its due date, the Committee may resort to all remedies of the Association for the collection thereof. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise grant occupancy rights to a Unit.

9. Article III, Section 19, Paragraph (f) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions is deleted in its entirety and the following language is substituted in lieu thereof:

(f) Area of Personal Responsibility. Each Owner shall maintain, repair and replace his Unit and Limited Common Area which shall include but is not limited to all individual services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, fixtures, windows, doors, patios, balconies and decks. Each Unit Owner shall be responsible for keeping his Unit and Limited Common Area clean, attractive, tidy, uncluttered, safe, sanitary and functional so as not to detract from the uniform appearance, design and aesthetics of the Project, and in a manner consistent with Community Standards.

10. Article III, Section 45, Paragraph (f), Subparagraph (1) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions is deleted in its entirety and the following language is substituted in lieu thereof:

(1) All or any part of the Additional Land may be added to the Project without any limitations whatsoever save and except that all additional Units created must be restricted to multi-family residential housing.

11. Effective Date. The effective date of this Second Supplemental Declaration and the Phase V Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Utah County, Utah.



# COUNTRY WOODS CONDOMINIUM

| BUILDING | HOME ADDRESS         | UNIT # | SQ. FT. | % OF INTEREST | MONTHLY CONDO FEE | MONTHLY RESERVE | TOTAL |
|----------|----------------------|--------|---------|---------------|-------------------|-----------------|-------|
| 1        | 1212 West 1330 South | 1      | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1267 West 1295 South | 2      | 1568    | 0.0162        | 106               | 13              | 118   |
|          | 1211 West 1295 South | 3      | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1216 West 1330 South | 4      | 1568    | 0.0162        | 106               | 13              | 118   |
|          |                      |        | 5740    |               |                   |                 |       |
| 2        | 1224 West 1330 South | 5      | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1219 West 1295 South | 6      | 1129    | 0.0117        | 76                | 9               | 85    |
|          | 1223 West 1295 South | 7      | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1228 West 1330 South | 8      | 1129    | 0.0117        | 76                | 9               | 85    |
|          |                      |        | 4862    | 0.0503        |                   |                 |       |
| 3        | 1240 West 1330 South | 9      | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1235 West 1295 South | 10     | 1568    | 0.0162        | 106               | 13              | 118   |
|          | 1239 West 1295 South | 11     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1323 South 1260 West | 12     | 1568    | 0.0162        | 106               | 13              | 118   |
|          |                      |        | 5740    |               |                   |                 |       |
| 4        | 1317 South 1260 West | 13     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1241 West 1295 South | 14     | 1129    | 0.0117        | 76                | 9               | 85    |
|          | 1245 West 1295 South | 15     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1313 South 1260 West | 16     | 1129    | 0.0117        | 76                | 9               | 85    |
|          |                      |        | 4862    |               |                   |                 |       |
| 5        | 1320 South 1260 West | 17     | 1568    | 0.0162        | 106               | 13              | 118   |
|          | 1318 South 1260 West | 18     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1314 South 1260 West | 19     | 1568    | 0.0162        | 106               | 13              | 118   |
|          | 1312 South 1260 West | 20     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1308 South 1260 West | 21     | 1568    | 0.0162        | 106               | 13              | 118   |
|          | 1306 South 1260 West | 22     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1302 South 1260 West | 23     | 1568    | 0.0162        | 106               | 13              | 118   |
|          | 1300 South 1260 West | 24     | 1302    | 0.0135        | 88                | 10              | 98    |
|          |                      |        | 11480   |               |                   |                 |       |
| 6        | 1258 West 1295 South | 25     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1256 West 1295 South | 26     | 1568    | 0.0162        | 106               | 13              | 118   |
|          | 1252 West 1295 South | 27     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1250 West 1295 South | 28     | 1568    | 0.0162        | 106               | 13              | 118   |
|          | 1246 West 1295 South | 29     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1244 West 1295 South | 30     | 1129    | 0.0117        | 76                | 9               | 85    |
|          | 1240 West 1295 South | 31     | 1302    | 0.0135        | 88                | 10              | 98    |
|          | 1238 West 1295 South | 32     | 1129    | 0.0117        | 76                | 9               | 85    |
|          |                      |        | 10602   |               |                   |                 |       |
| 7        | 1234 West 1295 South | 33     | 1129    | 0.0117        | 76                | 9               | 85    |
|          | 1230 West 1295 South | 34     | 1302    | 0.0135        | 88                | 10              | 98    |
|          |                      |        | 2431    |               |                   |                 |       |
|          | SUB-TOTAL/TOWN       |        | 45717   |               |                   |                 |       |
| A        | 1190 West 1330 South | A4     | 1234    | 0.0128        | 83                | 10              | 93    |
|          | 1192 West 1330 South | A8     | 1234    | 0.0128        | 83                | 10              | 93    |
|          | 1194 West 1330 South | A12    | 1234    | 0.0128        | 83                | 10              | 93    |
|          | 1321 South 1200 West | A1     | 1005    | 0.0104        | 68                | 8               | 76    |
|          | 1323 South 1200 West | A5     | 1005    | 0.0104        | 68                | 8               | 76    |
|          | 1325 South 1200 West | A9     | 1005    | 0.0104        | 68                | 8               | 76    |
|          | 1320 South 1180 West | A2     | 990     | 0.0102        | 67                | 8               | 75    |
|          | 1322 South 1180 West | A6     | 990     | 0.0102        | 67                | 8               | 75    |
|          | 1324 South 1180 West | A10    | 990     | 0.0102        | 67                | 8               | 75    |
|          | 1184 West 1330 South | A3     | 1234    | 0.0128        | 83                | 10              | 93    |

|   |                      |     |       |        |      |     |      |
|---|----------------------|-----|-------|--------|------|-----|------|
|   | 1186 West 1330 South | A7  | 1234  | 0.0128 | 83   | 10  | 93   |
|   | 1188 West 1330 South | A11 | 1234  | 0.0128 | 83   | 10  | 93   |
|   |                      |     | 13389 |        |      |     |      |
| B | 1168 West 1330 South | B4  | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1170 West 1330 South | B8  | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1172 West 1330 South | B12 | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1321 South 1180 West | B1  | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1323 South 1180 West | B5  | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1325 South 1180 West | B9  | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1315 South 1180 West | B2  | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1317 South 1180 West | B6  | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1319 South 1180 West | B10 | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1162 West 1330 South | B3  | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1164 West 1330 South | B7  | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1166 West 1330 South | B11 | 995   | 0.0103 | 67   | 8   | 75   |
|   |                      |     | 12054 |        |      |     |      |
| C | 1309 South 1200 West |     | 1234  | 0.0128 | 83   | 10  | 93   |
|   | 1311 South 1200 West |     | 1234  | 0.0128 | 83   | 10  | 93   |
|   | 1313 South 1200 West |     | 1234  | 0.0128 | 83   | 10  | 93   |
|   | 1303 South 1200 West |     | 990   | 0.0102 | 67   | 8   | 75   |
|   | 1305 South 1200 West |     | 990   | 0.0102 | 67   | 8   | 75   |
|   | 1307 South 1200 West |     | 990   | 0.0102 | 67   | 8   | 75   |
|   | 1302 South 1180 West |     | 1005  | 0.0104 | 68   | 8   | 76   |
|   | 1304 South 1180 West |     | 1005  | 0.0104 | 68   | 8   | 76   |
|   | 1306 South 1180 West |     | 1005  | 0.0104 | 68   | 8   | 76   |
|   | 1308 South 1180 West |     | 1234  | 0.0128 | 83   | 10  | 93   |
|   | 1310 South 1180 West |     | 1234  | 0.0128 | 83   | 10  | 93   |
|   | 1312 South 1180 West |     | 1234  | 0.0128 | 83   | 10  | 93   |
|   |                      |     | 13389 |        |      |     |      |
| D | 1307 South 1180 West |     | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1309 South 1180 West |     | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1311 South 1180 West |     | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1169 West 1295 South |     | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1171 West 1295 South |     | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1173 West 1295 South |     | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1163 West 1295 South |     | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1165 West 1295 South |     | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1167 South 1180 West |     | 1014  | 0.0105 | 68   | 8   | 77   |
|   | 1301 South 1180 West |     | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1303 South 1180 West |     | 995   | 0.0103 | 67   | 8   | 75   |
|   | 1305 South 1180 West |     | 995   | 0.0103 | 67   | 8   | 75   |
|   |                      |     | 12054 |        |      |     |      |
|   |                      |     |       |        |      |     |      |
|   | SUB-TOTAL/CONDO      |     | 50886 |        |      |     |      |
|   |                      |     |       |        |      |     |      |
|   | GRAND TOTAL          |     | 96603 | 1.0000 | 6519 | 778 | 7297 |



EXHIBIT "A-4"

ENT 70253 BK 4054 PG 850

## Country Woods Phase V Boundary Description

Proposed COUNTRY WOODS CONDOMINIUMS, Phase V, Orem, Utah, more particularly described as follows:

Commencing at a point which is West 149.21 feet and South 526.38 feet from the North one-quarter corner of Section 28, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 00 deg 06' 00" West 114.28 feet; thence North 89 deg 54' 00" West 28.75 feet; thence South 16 deg 24' 45" West 38.55 feet; thence along the arc of a 54 foot radius curve to the left 39.58 feet ( chord bearing North 53 deg 14' 47" West 38.70 feet); thence North 32 deg 15' 00" West 39.51 feet; thence along the arc of a 31 foot radius curve to the left 31.16 feet (chord bearing North 61 deg 02' 30" West 29.86 feet); thence North 89 deg 50' 00" West 142.88 feet; thence South 32 deg 15' 00" East 178.97 feet; thence along the arc of a 50 foot radius curve to the left 14.66 feet (chord bearing South 40 deg 38' 59" East 14.61 feet); thence along the arc of a 50 foot radius curve to the left 43.63 feet (chord bearing South 24 deg 02' 59" East 42.26 feet); thence North 89 deg 03' 00" West 21.68 feet; thence along the arc of a 180 foot radius curve to the left 76.88 feet (chord bearing South 78 deg 42' 54" West 76.29 feet); thence along the arc of a 15 foot radius curve to the left 21.28 feet (chord bearing North 72 deg 53' 06" West 19.54 feet); thence North 32 deg 15' 00" West 365.85 feet; thence South 89 deg 50' 00" East 423.96 feet; thence South 00 deg 06' 00" West 18.50 feet; thence South 89 deg 54' 00" East 25.15 feet to the point of beginning.