

FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM

FOR VISTA VIEW CONDOMINIUMS

A Utah Condominium Project
Spanish Fork, Utah

DECLARANT:
Vista View SF, LLC
a Utah limited liability company

WHEN RECORDED RETURN TO:

Vista View SF, LLC
998 North 1200 West
Orem, Utah 84057
(801) 636-3637

AMENDMENT

The following shall constitute the First Amendment to the Amended and Restated Declaration of Condominium for Vista View Condominiums.

Article III, paragraph 31 shall be amended and restated to read as follows:

31. **Mortgagee Protection.** Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value. Mortgagees are not excluded from any Leasing or rental restrictions when obtaining or after obtaining a Unit in foreclosure. The lien or claim against a Unit for unpaid Assessments levied by the Management Committee or by the Association pursuant to this Declaration shall be subordinate to any Mortgage recorded on or before the date such Assessments become due. *Moreover, First Mortgagee's Rights are confirmed. No provision of the condo project documents gives a condo unit owner or any other party priority over any rights of the first mortgagee of the condo unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condo units and/or common elements.* In addition:

Article III, paragraph 32 (c) shall be amended and restated to read as follows:

e. Consent of Eligible Mortgagee to Terminate Legal Status of Project. The consent of at least sixty-seven percent (67%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project. Any amendments of a material adverse nature to mortgagees must be agreed to by mortgagees representing at least 51% of the votes of units subject to mortgages.

All other provisions of the Amended and Restated Declaration of Condominium for Vista View Condominiums which are not in contradiction with these amendments shall remain fully enforceable as written. Any provision or term found to have multiple reasonable interpretations shall be interpreted according to that interpretation most compatible with these amendments. Any provision, the interpretation of which cannot be made compatible with these amendments shall be disregarded as unenforceable and, in any case these amendments shall take priority.

SIGNATURE PAGE TO FOLLOW

Exhibit "A"

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, BUILDING 1, PHASE 1, VISTA VIEW CONDOMINIUMS, A CONVERTIBLE LAND CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 122011:2021 AND MAP FILING NO. 17787

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, BUILDING 2, PHASE 2, VISTA VIEW CONDOMINIUMS 1st SUPPLEMENTAL, A CONVERTIBLE LAND CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 203678:2021 AND MAP FILING NO. 18047

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33, BUILDING 3, PHASE 3, VISTA VIEW CONDOMINIUMS 2nd SUPPLEMENTAL, A CONVERTIBLE LAND CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 38910:2022 AND MAP FILING NO. 18250

UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, BUILDING 4, PHASE 4, VISTA VIEW CONDOMINIUMS 3rd SUPPLEMENTAL, A CONVERTIBLE LAND CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN UTAH COUNTY, UTAH, AS ENTRY NO. 49867:2022 AND MAP FILING NO. 18304