

AMENDMENTS TO CONDOMINIUM DECLARATION  
FOR REGENT COURT CONDOMINIUMS

These Amendments to the Condominium Declaration for Regent Court Condominiums, made this 27th day of December, 1984, by Regent Court Condominiums, acting by and through its owner, Robert Tuttle.

The articles of the Condominium Declaration are amended as follows:

1) Article I-1.22 Article I shall be amended to add a new definition No. 1.22 Material Amendments. The term Material Amendments as used in this Article means a change in the Declaration which pertains to any of the following: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair, and replacement of common areas, responsibility for maintenance and repairs, reallocation of interests in the general or limited common areas, or rights to their use; boundaries of any unit; convertability of units into common areas or vice-versa; expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; leasing of units; imposition of any restrictions on a unit owner's right to sell or transfer his/her unit; a decision by the Owner's Association to establish self-management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the document; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provision that expressly benefit mortgage holders, insurers, or guarantors.

2) Article I-1.23 Professional Management Contract. A professional management contract shall include any contract entered into by the declarant or the association, for the purpose of hiring a professional management agent to perform such duties and services as the board of directors shall direct, including but not limited to, management of common areas and the collecting

BOOK 2188 PAGE 67

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and accounting of assessments made by the association.

3) Amendment to Article III-3.4 Owners Rights Within the Unit. The unit owner shall also have the unrestricted right of ingress and egress to his or her unit. This right shall be perpetual and shall transfer upon the transfer of ownership of the unit.

4) Amendment to Article III-6.1 Duties of Association. The owner's association shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and any other purposes necessary for the proper operation of the project including but limited to repairs, replacement of exterior maintenance which is required to be maintained by the association.

5) Amendment to Article III-6.1 (Section C) Rights of Action Against Owners. The owners association shall have the right to commence action against any unit owner who fails to comply with provisions of the declaration, bylaws, rules, articles or any other documents pertaining to the rights of owners of the association. Nothing in this declaration shall be construed to limit or to define such rights of action on the part of the association.

6) Amendment to Article III-6.2 Duties of Owners. The owners of the separate units shall have the right to action against any other unit owner for failure of the owners to comply with the provisions of the documents or decisions made by the association. Nothing in this document or in the other documents pertaining to this condominium shall be construed to limit any rights of action or to determine the rights of action of the owners.

7) Amendment to Article VI-6.3 Rights of Owners to Lease or Rent the Premises. The owners association, or these documents shall not restrict the right to the owner to lease or rent the unit. Said lease or rental agreement however must be in writing and subject to the requirements of the underlying documents. No unit may be rented or leased for less than 30 days. Any lease shall contain information which requires the leasee or tenant to comply with the rules and regulations of the condominium

association of this declaration and of the bylaws and articles.

8) Amendment to Article VII-7.3 Maximum Assesment. Until January 1, the year immediately following the conveyance of the first unit to any owner, which period shall constitute the first fiscal year as provided under 7.1, upon the sale of a unit to an owner, and upon closing, the unit owner shall pay a sum equal to two months, monthly assessment, to the declarant. Within 60 days after closing has been held on the first unit, the developer shall pay to the owner's association each unsold unit share of the working capital fund. The developer or sponsorer, or declarant should then reimburse itself for this payment from funds collected at closing when the unsod units are sold. Said monthly expenses are to be assessed according to exhibit A to the Declaration of Condominium of the Regent Court Condominium Project.

9) Amendment to Article VII-7.6 Remedies for Nonpayment. A judgment against a unit owner for common expenses which are not paid, shall constitute a lien on the unit which in all cases will be subordinate to a first mortgage on the unit, if the mortgage was recorded before the delinquent assessment was due.

10) Amendment to Article VIII-8.5 Power of Attorney. Each owner hereby irrevocably names, constitutes and appoints the association as his true and lawful attorney in fact and for the purposes for maintaining such insurance policies, and acting in behalf of the unit owners in any proceedings, negotiations, settlements or agreements. Without limiting the generality of the foregoing, the association as said attorney in fact shall have full power and authority, in the name, place and stead of each owner, to purchase and maintain such insurance, to collect and remit the premiums thereof (which shall be considered common expenses) to collect the proceeds thereof, and to distribute the same to the association, the owners and their representative mortgagees (subject to the provisions of this act and this declaration) as their interest may appear, to execute releases of liability and to execute all documents and do all things on behalf of the association as such owners as shall be necessary and

convenient to accomplish the powers herein granted, and any insurer may deal exclusively with the association in regard to such matters. The association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any unit nor the liability of any owner for occurrences therein not caused by or connected with the associations operation, maintenance or use of the condominium project.

11) Amendment to Article IX-9.3 Repair of Units. Add the following: in the event that due to construction, reconstruction, repair, shifting, settlement or any other movement of any portion of an improvement results in a common area encroaching on any unit or in a unit encroaching on the common areas or another unit, a valid easement is created for both the encroachment and its maintenance. Said easement shall be subject to the time restraints listed above and shall not extend beyond a reasonable time for the completion of repairs, or reconstruction.

12) Amendment to Article X-Mortgages 10.1 Notices. Replace 10.1 with: Any owner who mortgages his condominium shall furnish the association the name and address of said mortgage, and the association shall maintain such information in a book entitled "Mortgages of Condominium". The association shall report to such mortgagee any unpaid assessments due from the owner of such condominium at any time when there is a 60 day delinquency in the payment of assessment or charges owed by the owner of any unit on which it holds the mortgage. At the same time the association makes demand on the owner thereof for the payment of the assessment, the association shall also report to such mortgagee any unpaid assessments due from the owner of such condominium. Each mortgagee shall also be entitled to written notification from the association of any condemnation or casualty loss that affects either the material portion of the project or the unit securing its mortgage, a lapse cancellation of material modification of any insurance policy or fidelity bond maintained by the owners association and any proposed action that requires the consent of a specified percentage of eligible mortgage

BOOK 2188 PAGE 70

holders. The association shall also notify a written notification the mortgagee of any default by its owner mortgage or in the performance of such owners obligations under the terms and provisions of this declaration which shall not have been cured within 30 days after written notice to such owner mortgager by the association specifying such default.

13) Amendment to Article X-10.4. The following language shall be added to paragraph 10.4: The rights of voting of the mortgagees are more fully outlined in Article XI-10.1 as amended.

14) Article XI-11.1 Delete paragraph 11.1 and replace it with the following:

Amendments. Except as provided in and or subject to the terms of item (a) below, the vote of at least sixty-seven percent (67%) of the undivided ownership interest in the common areas and facilities shall be required to amend this Declaration or record of survey map. Also required to approve any material amendment are fifty-one percent (51%) of the eligible mortgage holders who have requested the Owners Association to notify them on any proposed action. Any amendments so authorized shall be accomplished through the recordation of an instrument executed by the Board of Directors. In such instrument the Board shall certify that the vote required by this Article for Amendment has occurred. The foregoing right of amendment shall, however, be subject to the following:

(a) Any amendment to this Declaration must be approved by the City of Orem in accordance with applicable provisions relative to amendments of condominium projects, and so long as declarant controls the Condominium Association by holding fifty percent (50%) or more of the unit votes, such Amendment shall require the approval of the Chief, Construction Evaluation Section of the Veteran's Administration.

15) Amendment to Article XI, adding number 11.2 Mortgage Holders. Mortgage holders shall be entitled to vote and require that at least fifty-one percent (51%) of the mortgage holders which have requested of the Owners Association to notify them on a proposed action, when the proposed action is an amendment of a

material nature. In the event of the situation where unit owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property, the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgage units must agree. In the event that an amendment is not considered as a material change, such as a correction of a technical error or the clarification of a statement, where an eligible mortgage holder has failed to submit a response to the written proposal for an amendment within thirty (30) days, the mortgage holder will be assumed to have assented to the approval and their vote shall be registered as such.

16) Amendment to Article XV-new section, 15.3 Declarants Rights to Enter into Professional Management Contracts. The declarant shall have the right to enter into professional management contracts for the purpose of facilitating the control and sale of the new units. Such contract entered into by the declarant can be terminated without cause by the owners association, following the transfer of control, and during a period of time not to exceed more than 90 days. This provision does not apply to any type of service contracts, but only to professional management contracts.

17) Amendment to Article 15.4 Declarants Rights and Transferred to Association. The declarant must transfer control of the owner's association to the unit owners no later than the earlier of four months after 75% of the units in the project, or in the phase have been conveyed to unit purchasers or three years after the first unit in the single phase project is conveyed. Control of the owner's association shall have deemed to have been effected upon the selling of 75% of the units and the acceptance by the owner's association of the governing rules of the association including the act, the declaration, the articles of incorporation of the association, the bylaws of the association and the rules and regulations.

18) Article XVI-16.7, changed so that 16.7 reads as follows: Right to expand and state of title to new units. There is hereby

BOOK 2188  
PAGE 172

granted unto declarant, and declarant hereby reserves, the absolute right and option to expand the project at any time (within the limits herein prescribed) and from time to time by adding to the project the additional land which is described in Exhibit A. Notwithstanding any provision of the act of this declaration might be construed to the contrary, such rights and options may be exercised without obtaining the voter consent of any other person (including any unit owner) and shall be limited only as specifically provided in the act of this declaration. Any given portion of the additional land shall be deemed added to the project as such time as a supplement to this declaration and to the survey map containing the information required by the act and by section 16.9 and 17.0 below has been recorded with respect to the portion of the additional land concerned and when all improvements intended for the future phases will have been substantially completed. No annexation is to be made prior to the improvements being substantially completed. After the recordation of such supplements, and following the substantial completion of improvements, title to each unit thereby created within the portion of the additional land concerned and its pertinent percentage of the undivided ownership interest in the common areas shall be vested in and held by the declarant, none of the other unit owners shall have any claim or title to or interest in each such unit or its pertinent percentage of undivided ownership interest.

19) Amendment to Article XVI-16.9 Procedure for Expansion (J). The supplement to this declaration shall include a statement concerning the additional land to be added to the project, which verifies that all improvements have been substantially completed at the time that such annexation is recorded. Improvements shall include those in 16.8 (d).

20) Amendment to 16.8 (i), which shall read as follows: The condominium regime of Regent Court Condominiums may not be amended or merged with a successor condominium regime without the prior written approval of the VA Administrator and without complying with all applicable state and local laws, ordinances.

BOOK 2188 PAGE 173

IN WITNESS WHEREOF, Declarant has duly executed these Amendments to the Declaration on this day and year herein first above written.

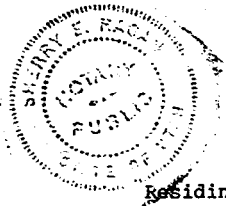
Tuttle and Wren Development Co.

*Robert Tuttle Jr*  
~~REGENT COURT CONDOMINIUMS~~ for *Regent Court Condominiums* Robert Tuttle

STATE OF UTAH )  
County of Utah )

On this 27th day of December, 1984, personally appeared before me, Robert Tuttle whose name is subscribed to the foregoing Supplement to the Declaration, and acknowledged to me that he executed the same.

WITNESS my hand and official seal this 27th day of December, 1984.



*Henry E. Ragan*  
Notary Public

Residing at: Provo, Utah

My Commission Expires: 10-17-87