

After Recording Return To:  
2225 Murray Holladay Rd., Suite 111  
Salt Lake City, UT 84117

**AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM AND  
DECLARATIONS OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR JORDAN RIDGE CONDOMINIUMS PHASE ONE AND JORDAN RIDGE  
CONDOMINIUMS PHASE TWO  
AND  
AMENDMENT TO THE BYLAWS FOR JORDAN RIDGE CONDOMINIUM OWNERS  
ASSOCIATION**

**This Amendment to the Declaration is executed on the date set forth below by  
Goldsworth Real Estate, Inc. (“Declarant”).**

RECITALS

A. Real property in Utah County, Utah, known as the Jordan Ridge Condominiums Phase One was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded May 6, 2011, in the Utah County Recorder’s Office as Entry No. 34401:2011. Additionally, real property in Utah County, Utah, known as, the Jordan Ridge Condominiums Phase Two was subjected to covenants, conditions, and restrictions pursuant to a Declaration recorded February 26, 2013, in the Utah County Recorder’s Office as Entry No. 18467:2013. The declarations for Phases One and Two will be collectively referred to herein as the “Declaration.” With the exception of the exhibits to the declarations and Recorder’s stamps, the declarations are identical;

B. The Declaration creates a single association of unit owners known as Jordan Ridge Owners Association (“Association”). The affairs and administration of the Association is governed by “Bylaws for Jordan Ridge Condominium Owners Association” originally recorded against Phase One in the Utah County Recorder’s Office May 6, 2011 as Entry No. 34403:2011, then rerecorded against Phase Two as Exhibit “C” to the Declaration for Phase Two. The bylaws recorded for Phases One and Two will be collectively referred to herein as the “Bylaws.” It was and is the intent of the Declarant that the Declaration and Bylaws create a single association to govern all phases of Jordan Ridge Condominiums. With the exception of the Recorder’s stamps, the bylaws are identical;

C. This amendment shall be binding against the property described in EXHIBIT A and the Declaration and any annexation or supplement thereto. The provisions of this amendment shall be equally applicable to all declarations and bylaws;

D. This amendment is intended to revise certain provisions of the Declaration and Bylaws and to add certain provisions to the Declaration and Bylaws to allow the Condominium to be qualified for VA financing;

E. Unless otherwise defined in this Amendment, all capitalized terms in this amendment shall have the same meaning as given to them in the Declaration;

F. Under Declaration Article 16, Section 16.2, Declarant has the unilateral right (without obtaining the approval of the Owners, the Association, or existing Lenders) to amend this Declaration until the Turnover Date, if such amendment is required solely to comply with applicable law or to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, including Veterans Administration. This Amendment is promulgated based on the requirements of Utah law and the guidelines and regulations of the Veterans Administration; and

G. The Declarant owns a majority of the Units. Under Bylaw Article VII, Section 1, the amendments to the Bylaws were approved by a majority of the members of the association as evidenced Declarant's execution of this Amendment. As of the date of this Amendment the VA, FHA, FHLMC, FNMA, or GNMA had not guaranteed or insured any mortgages within the Condominiums.

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

**Declaration Article 1, Section 1.1A is added and shall read as follows:**

"Additional Land" means any property that may be annexed into the Condominium as provided in Article II, Section 2.5 below. Additional Land is described in Exhibit "B" and Article II, Section 2.5.

**Declaration Article 1, Section 1.15 shall be amended in its entirety to read as follows:**

"Lender" means a holder, insurer or guarantor of a mortgage or deed of trust on a Unit, who also qualifies as an Eligible Lender.

**Declaration Article 2, Section 2.5 is added and shall read as follows:**

At any time within 5 years after the most recent Declaration is recorded or any supplement is recorded, the Declarant shall have the right to annex and subject to this Declaration all or any portion of the Additional Land without the consent of any Owner or Lender (other than the owners of the property to be annexed). The Declarant may, without the consent of the Owners, at any time prior to 5 years after recordation of the most recent Declaration or any supplement thereto, amend the description of Additional Land in Exhibit "B" to add or remove property.

The annexation of all or any portion of the Additional Land shall be effected by the Declarant recording a written supplement to this Declaration setting forth the legal description of the Additional Land to be annexed and stating that the land described in the supplement is subject to the Declaration and Bylaws. A supplemental declaration may contain additional covenants and restrictions applicable only to the land being added by the supplemental declaration.

The Additional Land may be annexed as a whole, in one or more portions, or not at all. Property annexed by Declarant under this Section shall be contiguous with other property in the Condominium. The exercise of the right of annexation as to any portion of the Additional Land shall not bar the further exercise of the right of annexation as to any other portion of the Additional Land. The Declarant makes no assurances as to which part, if any, of the Additional Land will be annexed.

Declarant anticipates that the total number of Units upon completion of all phases of the Condominium will be 72. The current voting rights and assessment obligations as identified in Exhibit "B" to the Declaration is based upon 72 units being completed. As additional phases are added, the voting rights and assessment obligations for the Owners will be adjusted so that all Owners share equally in voting rights and assessment obligations.

**Declaration Article III, Sections 3.4, 3.5, and 3.6 shall be amended in their entirety to read as follows:**

3.4 Allocated Interest of Each Unit in the Common Areas and Facilities. Each Unit shall have the same Allocated Interest in the Common Areas and Facilities. The Allocated Interest in the Common Areas and Facilities will be adjusted as Units are added in additional phases as allowed by Article II, Section 2.25. The current Allocated Interests are set forth in Exhibit "C" to this Amendment.

3.5 Allocated Interest of Each Unit in the Votes of the Association. Each Unit shall have the same Allocated Interest in the votes of the Association. The Allocated Interest in the Common Areas and Facilities will be adjusted as Units are added in additional phases as allowed by Article II, Section 2.25. The current Allocated Interests are set forth in Exhibit "C" to this Amendment.

3.6 Allocated Interest of Each Unit in the Common Expenses of Condominium. Each Unit shall have the same Allocated Interest in the Common Expenses of the Condominium. The Allocated Interest in the Common Areas and Facilities will be adjusted as Units are added in additional phases as allowed by Article II, Section 2.25. The current Allocated Interests are set forth in Exhibit "C" to this Amendment.

**Declaration Article 5, Section 5.3, provisions entitled "Class B" shall be amended in its entirety to read as follows (remainder of 5.3 shall remain the same):**

Class B. The Class B Member shall be Declarant. Until the Turnover Date, Declarant shall be

entitled to 3 votes for every one vote of the Class A Members. Declarant, as the Class B Member, shall have the right to control the Association to the extent of having the exclusive right (either in directly or through a person designated by the Declarant) to elect, appoint and remove the members of the Board and the officers of the Association until the Turnover Date (as hereinafter defined). The special control rights of the Declarant as the Class B Member, shall cease and terminate upon the earlier of the following (the "Turnover Date"):

- (a) 120 days after the date 75% of the total number of the Units which may be created are conveyed to Owners other than declarant;
- (b) Five years after the recordation of the last Declaration or supplement thereto; or
- (c) Upon Declarant's written consent to turnover its special control rights.

Upon the Turnover Date, Declarant shall retain the voting rights of a Class A Member event though the special voting and control rights of the Class B Member have ceased and terminated. If Declarant elects to terminate its special control rights prior to the dates identified in (a) and (b), it may retain the right to veto certain decisions of the Board or Association until the dates identified in (a) and (b) have passed. Upon the Turnover Date, the process of transferring control of the Association from the Declarant to the Owners shall commence and be completed within a reasonable period of time. This process shall include the Owners' election of the Board of Directors and shall be considered completed on the date of the initial meeting of the Board of Directors elected by the Owners. The Owners' election of the initial Board of Directors may be conducted at a regular or special meeting of the Association or by a mailed balloting procedure within 30 days following the Turnover Date.

**Declaration Article 7, Sections 7.2 and 7.3 shall be amended in their entirety to read as follows:**

7.2 Collection Charge. If any Assessment charge is delinquent, the Owner shall be obligated to pay a collection charge of up to 30%, if one is charged by a third party collector. The collection charge until paid shall constitute part of the Assessment lien as provided for in Section 6.1 of this Declaration.

7.3 Interest. If any Assessment is delinquent, it shall bear interest at a rate of 1.5% per month, compounding monthly.

**Declaration Article 13, Section 13.5 shall be amended to add paragraph (c), which shall read as follows:**

(c) If a majority of Eligible Lenders may demand and require that the Association be professionally managed or that the Association conduct an audit of the Association's financial records. If such demands are made, the Association shall comply within a reasonable time period.

**Declaration Article 16, Section 16.8 shall be amended in its entirety to read as follows:**

16.8 Material Provisions. In addition to the Lender approval specified in Section 14.3 above, and consistent with the provisions of Section 16.3 above, the consent of Owners of Units to which at least 67% of the votes in the Association are allocated shall be required to materially amend any provisions of the Declaration, which establish, provide for, govern or regulate any of the subjects enumerated in Section 13.4(c) above. Additionally, prior to the Turnover Date, all material amendments or extraordinary actions must have the approval of VA, if VA has guaranteed any loans secured by Units in the Condominium. Notice of a material amendment shall be sent at least 25 days in advance of the date the action is to be taken. The notice shall state the purpose of the meeting and contain a summary of any material amendments or extraordinary actions proposed. The notice shall be accompanied with an appointment of proxy. A quorum at such meeting shall be 20% of the total number of votes in the Association.

**Bylaw Article II, Section 3, last sentence shall be amended in its entirety to read (the remainder of Section 3 shall remain the same):**

The first Annual Meeting shall be held within 180 days after the first Unit has been conveyed to Owners other than Declarant.

**Bylaw Article II, Section 5 shall be amended in its entirety to read as follows:**

5. Notice of Meeting. It shall be the duty of the Secretary or their delegated representative to send notice of each meeting of the Association to the Owners not less than 15 days nor more than 60 days in advance of such meeting. If a purpose of the meeting is to vote to make a material amendment to the Declaration, then notice shall be sent no less than 25 days nor more than 60 days in advance of such meeting. The notice shall state the purpose, day, date, time, and place of the meeting.

**Bylaw Article VII, Section 1 shall be amended in its entirety to read as follows:**

1. Amendments. These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of a quorum of the Owners.

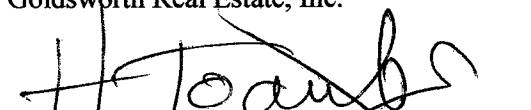
**Bylaw Article IX shall be amended to add Section 6, which shall read as follows:**

6. Records and Availability. The Association shall keep all records as required by Utah law and shall make such available to its Owners and Directors as required by Utah law. Additionally, the Association is required to keep records of: (i) its governing documents (i.e., Declaration, Bylaws, rules and regulations); (ii) its actions; and (iii) its financial condition.

Notwithstanding the foregoing, the Association is not required to maintain records in excess of three years; unless otherwise required under applicable law. The Association documents and all books and records kept on behalf of the Association shall be available for examination and copying by a Member or such Member's authorized agent during normal business hours and upon reasonable notice to the Association and for a reasonable charge, except for privileged or confidential information does not need to be provided.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to the Declaration as of the 26 day of Feb, 2014.

DECLARANT:  
Goldsworth Real Estate, Inc.

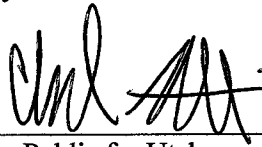
  
By: Harold Toombs as its president

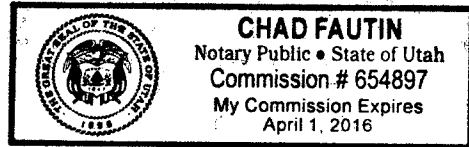
STATE OF UTAH

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County of Salt Lake

On the 26 day of FEBRUARY, 2014, personally appeared Harold Toombs who, being first duly sworn, did that say that is the president of Declarant and that said instrument was signed and sealed on behalf of said Declarant by authority of its Board; and acknowledged said instrument to be his voluntary act and deed.

  
Notary Public for Utah



**EXHIBIT A  
LEGAL DESCRIPTION**

ALL UNITS JORDAN RIDGE CONDOMINIUMS PHASE ONE AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE UTAH COUNTY RECORDER'S OFFICE.

Parcel ID Nos.: 43:214:0101 through 43:214:0112; 43:214:0201 through 43:214:0212; and 43:214:0214 through 43:214:0215

ALL UNITS JORDAN RIDGE CONDOMINIUMS PHASE TWO AS SHOWN ON THE OFFICIAL MAP THEREOF ON RECORD WITH THE UTAH COUNTY RECORDER'S OFFICE.

Parcel ID Nos.: 43:224:0301 through 43:224:0312; 43:224:0401 through 43:224:0412; and 43:224:0414

**EXHIBIT B  
ADDITIONAL LAND**

Real property immediately adjacent to Jordan Ridge Condominiums Phase Two known as Utah County Serial No.: 58:032:0152, consisting of approximately 1.22 acres.