

HTC Holdings, LLC  
220 W. Baer Creek Dr.  
Kaysville, Ut. 84037

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Filed By: JOT  
COLLEEN B PESHELL, Recorder  
Tooele County Corporation  
HTC HOLDINGS LLC

**FIRST AMENDMENT TO  
AMENDED CONDOMINIUM DECLARATION FOR  
WEST POINT MEADOWS CONDOMINIUMS**

**(Including Addition of Future Annexable Property)**

This First Amendment to Amended Condominium Declaration for West Point Meadows Condominiums is made this 14<sup>th</sup> day of October, 2009, by the undersigned Declarants.

**RECITALS**

A. On November 7, 2003 the Amended Condominium Declaration for West Point Meadows Condominiums was recorded as Entry No. 213427 with the Tooele County Recorder's Office (the "Declaration"). Said Declaration was recorded as a replacement to the prior declaration, which has now been superseded by the Declaration. The Declaration subjects certain real property described therein to the covenants, conditions, and restrictions.

B. Since the Declaration was recorded, the owner of the undeveloped portion of the property has changed. The new owner of the undeveloped portion is HTC Holdings, LLC. The owner of three existing units, not yet sold to owners is West Point Meadows, LLC (Units 2142, 2143, and 2153) and are identified as the "Declarant" herein. All rights with regard to the affected properties are vested in HTC Holdings, LLC or West Point Meadows, LLC, both of which are limited liability companies organized and existing under the laws of the State of Utah.

C. Declarant desires to make certain amendments to the Declaration to include the recording information and to make certain additional changes to various sections of the Declaration. The main purpose of these amendments is to bring the same into compliance with the Federal Housing Administration (FHA) regulations issued by the Department of Housing and Urban Development of the United States of America.

D. Declarant has notified the existing unit owners of this amendment which has been made pursuant to provisions for amending the Declaration.

E. As of the date of making this amendment there are existing five four-plexes of units and one building consisting of four units which will be constructed in the near future. There will then be thirty-nine units left to be built into the project as Future Annexable Property. However, the project will be completed in phases to comply with FHA guidelines. This means that all non-existing buildings are being deleted from the project at this time and will be added back into the project as the buildings are constructed.

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

1. The legal description of the Declaration is hereby amended and restated in its entirety as set forth in Exhibit "A" hereto. The purpose of making this change is to establish that only the existing units are now part of the condominium project and subject to the Declaration, but that all future buildings planned on the existing plat will be added to the condominium project and become subject to the Declaration phase by phase or building by building and is further described as Future Annexable Property.

2. Therefore, upon the recording of this instrument the only units currently part of the condominium project are units 2071, 2072, 2073, 2074, 2081, 2082, 2083, 2084, 2091, 2092, 2093, 2094, 2101, 2102, 2103, 2104, 2141, 2142, 2143, 2144, 2151, 2152, 2153, and 2154, together with an undivided interest in the common elements. The Future Annexable Property which is described in Exhibit "B" hereto will not be part of the condominium project until later dates and will be added phase by phase or building by building.

3. The total number of units being conditionally added by this first amendment is thirty-nine (39). These units shall be added in a phasing plan to be determined by Declarants together with Tooele City.

4. Article III, Section 39 is hereby added to the Declaration and shall read as follows: Future Annexable Property. The Future Annexable Property is hereby conditionally added to the condominium project. A separate building within the Future Annexable Property shall become irrevocably added to the condominium project and subject to the Declaration on the date the first Unit within that Phase is conveyed to a Purchaser or, if earlier, on the date the Declarant records a confirmatory declaration of annexation for that phase for purposes of satisfying FHA or VA requirements as may be deemed necessary.

5. Declarant may not withdraw any phase of the Future Annexable property after that phase has been annexed. In addition, Declarant shall be deemed to have irrevocably added all of the Future Annexable Property to the condominium project no later than the seventh anniversary of the recording of this instrument unless the Declarant records an amendment withdrawing any portion of the Future Annexable Property that has not been irrevocably added by the sale of a unit in that phase or by the recordation of a confirmatory declaration of annexation for purposes of satisfying FHA or VA requirements. Moreover, Declarant shall be allowed to complete any phasing allowed by the FHA/VA and shall abide by any requirements of the FHA/VA.

6. Article III, Section 42 is hereby added to read as follows: Right to Sell. The right of a unit owner to sell, transfer, or otherwise convey his or her unit in this project shall not be subject to any right of first refusal or similar restrictions.

7. Article III, Section 25 is hereby amended to add subparagraph (l) as follows: Upon written notice to the Association, the first mortgagees are entitled to any proposed

amendment of the condominium instruments effecting a change in boundaries or an interest in the general or limited common elements of the project or the number of votes in the owner's association and pertaining to any unit or the purposes to which any unit common elements are restricted or any delinquency in the payment of assessments of a homeowner or any lapse, cancellation or modification of any insurance policy maintained by the owner's association.

8. Article III, Section 40, is hereby added to read as follows: HUD, VA, and FHA Approval. Except for the Future Annexable Property, no additional property may be added to this condominium project without the prior written consent of any governmental entity that holds, insures, or guarantees any mortgage in the condominium project at the time such property is to be added. All improvements on the property to be added shall be substantially completed before any property is added to the existing condominium project.

9. Article III, Section 41, is hereby added to read as follows: No Right of First Refusal. Each Unit owner is free to transfer his or her Unit without any restriction of a right of first refusal and the Management Committee is not authorized to later impose any such restriction.

10. Article III, Section 42, is hereby added to read as follows: Leasing Restrictions. All leases should be in writing and should affirmatively set forth that they are subject to the Declaration and bylaws of the association. Each Unit owner is prohibited from leasing a Unit for an initial term of less than 30 days. Other leasing restrictions are identified in the Declaration in Article III, Section 25.e.

11. All of the Future Annexable Property added to the Condominium shall be comprised of the units within the phases so added, the limited common elements allocated thereto and the appurtenant common elements and real property contained therein.

12. Upon the effective date for each phase, the undivided interest in the common elements and in the common expenses shall be allocated equally among all of the units then subject to the Declaration so that each unit's undivided interest in the common elements and in the common expenses of the association shall be a fraction, the numerator of which is one and the denominator of which is all units then irrevocably committed to the condominium project and subject to the Declaration. In addition, upon the effective date for each phase, the votes in the association shall be allocated equally among all of the units then subject to the Declaration with each unit having one vote. All of the development rights and Declarant rights granted to are reserved by, the Declarant in the Declaration shall apply to the Future Annexable Property.

13. Article III, Section 3 is hereby amended to add Subsection c. to read as follows: The common area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the lot owners (excluding the developer).

14. Article III, Section 3 is hereby amended to include Subsection d. to read as follows: If ingress or egress to any residences through the common area and a conveyance of the common area occurs, or an encumbrance thereof occurs, such conveyance or encumbrance is subject to any and all lot owners' easement for ingress and egress as set forth herein above.

15. Article III, Section 20, subsection b. of the Declaration is hereby superseded, replaced, and amended to read as follows: No amendment may be made to the Declaration without the written consent of Declarant so long as Declarant retains control which control shall cease 120 days after the conveyance to a unit owner other than Declarant of 75% of the units which are created including any units within the Future Annexable Property. Thereafter the regular amendment provisions of the Declaration shall apply.

16. Article III, Section 41 of the Declaration is hereby added to read as follows: Annexation. Annexation of additional properties, dedication of common area and amendment of

this declaration of covenants, conditions, and restrictions requires HUD/VA of prior approval as long as the declarant contains control over the homeowners association.

17. Article III, Section 42 is hereby added to read as follows: Books and Records. All books and records of the homeowners association and the management committee shall be available to each and every unit owner for inspection upon reasonable written notice.

18. Article III, Section 17, b.(ii) is hereby deleted in its entirety so that control of the Association is governed by subsection (i) only.

19. Article III, Section 16.f. is hereby amended to add at the end of the paragraph: Declarant shall not be liable for any assessments whatsoever notwithstanding any other suggestion herein.

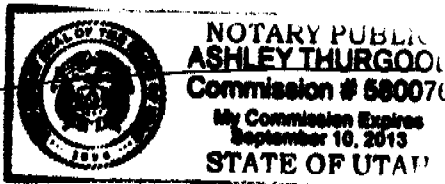
All of the other provisions of the Declaration not modified by this instrument shall remain in full force and effect. This instrument is dated this 14<sup>th</sup> day of October, 2009. This instrument is executed by both HTC Holdings, LLC and West Point Meadows, LLC.

**HTC HOLDINGS, LLC**

  
\_\_\_\_\_  
By: Dennis Hepworth  
Its: Manager

STATE OF UTAH )  
 :SS  
COUNTY OF DAVIS )

On this 14<sup>th</sup> day of October, 2009, personally appeared before me, Dennis Hepworth, who being duly sworn, did say that (s)he is an authorized Member of HTC HOLDINGS, LLC to execute this amended Declaration and that the within and foregoing instrument was signed in behalf of said limited liability company by authority and that (s)he duly acknowledge to me that said limited liability company executed the same.



*Ashley Thurgood*  
\_\_\_\_\_  
NOTARY PUBLIC

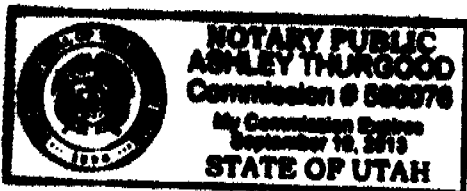


WEST POINT MEADOWS, LLC

*Dennis Hepworth*  
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By: Dennis Hepworth  
Its: Manager

STATE OF UTAH )  
 :SS  
COUNTY OF DAVIS )

On this 14<sup>th</sup> day of October, 2009, personally appeared before me, Dennis Hepworth, who being duly sworn, did say that (s)he is an authorized Member of WEST POINT MEADOWS, LLC to execute this amended Declaration and that the within and foregoing instrument was signed in behalf of said limited liability company by authority and that (s)he duly acknowledge to me that said limited liability company executed the same.



*Ashley Thurgood*  
\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT "A" - LEGAL DESCRIPTION**

All of Lot 202, West Point Meadows Subdivision Phase 2, being more particularly described as follows:

Beginning at the Northeast Corner of Lot 202, West Point Meadows Subdivision Phase 2, said point being on the quarter section line South 89°42'14" West 1046.61 feet along the quarter section line from the East Quarter Corner of Section 20, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running:

thence South 00°50'24" West 338.77 feet;  
thence South 89°42'14" West 490.36 feet;  
thence North 01°11'15" East 265.43 feet to the Southwest Corner of Lot 3 of said West Point Meadows Subdivision Phase 2;  
thence North 70°29'47" East 222.99 feet along the Southeast line to the Southeast Corner of Lot 203 of West Point Meadows Subdivision Phase 2;  
thence North 89°42'14" East 279.63 feet to the point of beginning.

Less and excluding the Future Annexable Property described in Exhibit "B" hereto.

Upon recording of this instrument (the First Amendment to Amended Condominium Declaration for West Point Meadows), the individual buildings containing the following units remain part of the project: 2071 through 2074 inclusive, 2081 through 2084 inclusive, 2091 through 2094 inclusive, 2101 through 2104 inclusive, 2141 through 2144 inclusive, and 2151 through 2154 inclusive. All other units identified in Exhibit "B" will be added to the project through recordation of a supplemental declaration or a deed of annexation.



**EXHIBIT "B" LEGAL DESCRIPTION OF THE FUTURE ANNEXABLE PROPERTY**

The individual buildings\* containing units 2111 through 2116 inclusive, 2121 through 2126 inclusive, 2131 through 2135 inclusive, 2011 through 2014 inclusive, 2021 through 2024 inclusive, 2031 through 2032 inclusive, 2041 through 2044 inclusive, 2051 through 2054 inclusive, and 2061 through 2064 inclusive, as shown on the plat according to the official amended plat thereof. Together with an undivided interest in the common elements as set forth in the Declaration and as designated on said Plat.

\*Each building in the Future Annexable Property containing one or more units is a separate phase and may be added to the condominium in any order.