

KATHLEEN S. ...
SALT LAKE COUNTY,
UTAH

3590
REC'D
REBECCA GRAY
West Valley City
Aug 29 1 11 PM '85

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FIRST AMENDED DECLARATION OF
REDWOOD VILLIAGE CONDOMINIUMS

REDWOOD VILLAGE APARTMENTS, a Partnership, herein referred to as grantor, owns certain real property described herein.

Grantor has improved the real property by constructing thereon seven multifamily structures, and related improvements, known as REDWOOD VILLIAGE CONDOMINIUMS, which were constructed in accordance with the plans and specifications prepared by Duane M. Peterson, on file in the office of Community Development, West Valley City, Utah.

Grantor hereby establishes a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the apartment units in the multifamily structure, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all the remaining real property that is hereinafter defined and referred to as the "common areas and facilities."

Grantor as fee owner of the real property described at Exhibit A, annexed hereto and made part hereof, hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions, and uses to which the above-described real property and improvements thereon, consisting of seven multifamily structures and appurtenances, may be put, and hereby specifies that the declaration shall constitute covenants to run with the land and shall be binding on grantor, its successors and

2470 S. Redwood Rd. WVIC, UT 84119

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assigns, and all subsequent owners of all or any part of the described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

A. Grantor, in order to establish a plan of condominium ownership for the above described property and improvements, covenants that it hereby divides the real property into the following separate freehold estates:

1. Forty-two (42) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each apartment unit in the multifamily structure constructed on the described property, which spaces are defined and referred to herein as "apartment spaces."

Said apartment spaces are further described as single family dwellings, consisting of two stories each. The main floor of each apartment space contains a combined living room and dining room, kitchen with full cabinets and garbage disposal, lavatory with toilet and sink, stairs, carpets, electric stove, refrigerator, dishwasher, water heater, utility closet, furnace, electric meter, gas meter, light fixtures, and telephone jacks. The second story contains two bedrooms, a full bath, carpets, light fixtures, linen closet, washer and dryer hookups, and wall air conditioner.

2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "common area and facilities," which definition includes the multifamily structure and the property on which it is located, and specifically includes, but is not limited to, the land, roof, main

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walls, slabs, sidewalks, curbs, rights of way, recreational areas and equipment, staircases, halls, parking spaces, laundry room, laundry room equipment, storage spaces, community and commercial facilities, pumps, water tank, trees, pavement, balconies, pipes, wires, conduits, and other public utility lines.

B. For the purpose of this declaration, the ownership of each apartment space shall include an equal undivided interest in the common areas and facilities specified herein and each apartment space together with the undivided interest is defined and hereafter referred to as a "family unit."

The above equal undivided interest established and to be conveyed with the respective apartment spaces cannot be changed, and the grantor, its successors and assigns, and grantees, covenant that the undivided interests in the common areas and facilities and the fee titles to the respective apartment spaces conveyed therewith, shall not be separated or separately conveyed or encumbered with its respective apartment space, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title of the apartment space.

C. A portion of the common areas and facilities is hereby set aside and allocated for the limited use of the respective apartment spaces, and those areas shall be known as "limited common areas and facilities," and include one carport parking space, one uncovered parking space; one storage space adjacent to the laundry room, a patio which is fenced on two sides and located at the rear exit of each apartment, a wall air conditioner, door steps, and such other limited areas as further

described on the attached survey.

D. The forty-two (42) individual apartment spaces hereby established and which shall be individually conveyed are described as follows:

Units 1 through 6, Building A, Redwood Village Condominiums.

Units 7 through 12, Building B, Redwood Village Condominiums.

Units 13 through 18, Building C, Redwood Village Condominiums.

Units 19 through 24, Building D, Redwood Village Condominiums.

Units 25 through 30, Building E, Redwood Village Condominiums.

Units 31 through 36, Building F, Redwood Village Condominiums.

Units 37 through 42, Building G, Redwood Village Condominiums.

E. Each separate owner of the respective family units shall share equally in the profits and common expenses of the common areas and facilities, and every such owner shall have equal representation for voting purposes in the association of owners.

F. Attached hereto and made part hereof as Exhibit B is a survey consisting of 2 sheets as prepared by Duane M. Peterson, dated April 16, 1985.

G. Grantor, its successors and assigns, by this declaration and all future owners of the family units, by their acceptance of their deeds, covenant as follows:

1. The common areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to

preserve the rights of the owners with respect to the operation and management of the condominium.

2. The apartment spaces shall be occupied and used by a the respective owners only as a private dwelling for the owner, his family, tenants and social guests and for no other purpose.

3. The owners of the respective "apartment spaces" shall not be deemed to own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding the respective apartment spaces, nor shall owners be deemed to own the pipes, wires, conduits, or other public utility lines running through the respective apartment spaces, except as tenants in common. The owners, however, shall be deemed to own the walls and partitions that are contained in their respective "apartment spaces," and also shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper and the like.

4. The owners of the respective apartment spaces agree that if any portion of the common areas and facilities encroaches on the apartment spaces, a valid easement for the encroachment and for the maintenance of same so long as it stands, shall exist. In the event that a multifamily structure is destroyed and then rebuilt, the owners of the apartment spaces agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for such encroachment and the maintenance thereof shall exist.

5. An owner of a "family unit," on becoming the owner of a "family unit or units," shall automatically be a member of REDWOOD VILLAGE CONDOMINIUM OWNERS ASSOCIATION, referred to as the association, and shall remain a member of the association unit such time as his ownership ceases for any reason, at which time his membership in the association shall automatically cease.

6. The owners of family units agree that the administration of the condominiums shall be in accordance with the provisions of this declaration and the bylaws of the association.

7. Each owner, tenant or occupant of a family unit shall comply with the provisions of this declaration, the bylaws, decisions and resolutions of the association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for action to recover sums due for damages or for injunctive relief.

8. The agent for service of process is Blake Westwood, 3695 Hillside Lane, Salt Lake City, Utah 84109, a general partner of the grantor.

9. This declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees conveying the family units unanimously agree to such revocation or amendment by duly recorded instruments.

10. No owner shall exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his family unit.

11. Common expenses shall include water as

provided to each of the apartment spaces described herein, insurance as provided herein, maintenance and upkeep of all common areas and facilities, administration, and such expenses as are agreed upon as common expenses by the association of unit owners, or by this declaration or the bylaws.

12. Common profits shall include the balance of all income, rents, profits, and revenues from the common areas and facilities remaining after the deduction of the common expenses.

13. The conveyance of each unit and its proportionate share of the Common Areas shall be subject to the covenants, conditions, restrictions, easements, charges and liens as contained in the Condominium Declaration and any supplements or amendments thereto recorded in the office of the County Recorder of Salt Lake County, Utah, prior to the conveyance of any unit. The Homeowners/Condominium Declaration provides, inter alia, that all Unit Owners in the Planned Unit Developments/Condominium shall, upon becoming same, automatically become members of the Homeowners/Condominium Association which shall maintain and administer certain facilities, maintain Common Areas in the Project, and enforce the covenants and restrictions as imposed in this declaration and collect and disburse the assessments and charges created herein through its management committee elected by the Unit Owners as prescribed herein. With respect to the Common Areas in the project, it is the sole and ongoing responsibility of the Homeowners/Condominium Association to undertake the maintenance, upkeep and repair of said common areas, it being understood that this responsibility is not and shall not be borne

by the City of West Valley or any other governmental agency or body. This covenant and restriction may not be changed or amended but shall run with the land permanently and perpetually.

14. If the Homeowners Association ceases to collect fees sufficient to pay for maintenance and upkeep of common areas, the Homeowners hereby agree and consent that West Valley City may establish a special improvement district to pay for such maintenance and upkeep. This covenant and restriction may not be changed or amended but shall run with the land permanently and perpetually.

15. Neither the common areas, apartment spaces, nor the limited common areas and facilities shall be used for the storage or parking of recreational vehicles, campers, boats, or trailers.

J. All sums assessed but unpaid for the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the family unit in favor of any assessing agency and special district and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or board of directors, acting on behalf of the owners of the family units, in like manner as a mortgage of real property. In any such foreclosure action the family unit owner shall be required to pay a reasonable rental fee for the family unit, if so provided by the bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or board of directors, acting on behalf of the owners of the family units, shall have power, unless prohibited herein, to bid in the unit at foreclosure sale,

and to acquire and hold, lease, mortgage, and convey the same. Suit for a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

K. Where the mortgagee of a first mortgage of record or other purchaser of a family unit obtains a title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the association to such family unit that became due prior to the acquisition of such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from owners of all family units, including such acquirer, his successors and assigns.

L. The respective family units shall not be rented to the owners thereof for transient or hotel purpose, which shall be defined as rental for any period less than 30 days; otherwise, the owners of the respective family units shall have the absolute right to lease same provided that the lease is made subject to the covenants and restrictions contained in this declaration and further subject to the bylaws and regulatory agreement attached hereto.

M. In the event the property subject to this declaration is totally destroyed or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided herein or as otherwise agreed by all of the owners thereof. The proceeds of any insurance shall be

held in trust by the mortgagee until such time as the owners shall agree.

N. In a voluntary conveyance of a family unit, grantee of the unit shall be jointly and severally liable with grantor for all unpaid assessments by the association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to grantee's right to recover from grantor the amounts paid by grantee therefor. However, any such grantee shall be entitled to a statement from the manager or board of directors of the association, as the case may be, setting forth the amount of the unpaid assessments against grantor to the association; and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for, any unpaid assessments made by the association against grantor in excess of the amount set forth therein.

O. All agreements and determinations lawfully made by the association in accordance with the power to vote established by this declaration or the bylaws shall be deemed to be binding on all owners of family units, their successors and assigns.

P. The board of directors of the Redwood Village Condominium Owners Association, or the agent, management, or manager, shall obtain and continue in effect blanket property insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

Q. Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly

assessments levied by the association, and such payments shall be held in a separate escrow account of the association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

R. So long as grantor, its successors and assigns, owns one or more of the family units established and described herein, grantor, its successors and assigns, shall be subject to the provisions of this declaration and of the exhibits attached hereto, and grantor covenants to take no action that would adversely affect the rights of the association with respect to assurances against latent defects in the property or other rights assigned to the association, the member of such association, and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

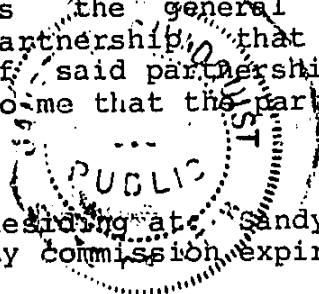
Dated: May 24, 1985.

REDWOOD VILLAGE APARTMENTS,
a partnership

By Blake Westwood
Blake Westwood
General Partner

State of Utah)
)ss:
County of Salt Lake)

On the 10th day of July, 1985, personally appeared before me, Blake Westwood, who being duly sworn did say that he is the general partner of REDWOOD VILLAGE APARTMENTS, a partnership, that the foregoing document was executed on behalf of said partnership by authority, and said partner acknowledged to me that the partnership executed the same.

A circular notary seal for Janet D. Sundquist, Notary Public, State of Utah. The seal contains the text "NOTARY PUBLIC STATE OF UTAH" around the perimeter and "JANET D. SUNDQUIST" in the center. The word "PUBLIC" is also visible within the seal.
Janet D. Sundquist
Notary Public
Residing at: Sandy, Utah.
My commission expires: 9-09-86