

**When Recorded Return To:**

Miller Harrison, LLC  
5292 S. College Dr., #304  
Murray, UT 84123

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR JOHNSON'S GROVE CONDOMINIUM**

This FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR JOHNSON'S GROVE CONDOMINIUM (this "Amendment") has been approved and adopted by SUMMIT CONSTRUCTION SERVICES, LLC, a Utah limited liability company (the "Declarant"), as the sole owner of all Units in the Project, and becomes effective when recorded with the Utah County Recorder's Office.

**RECITALS**

A. The Declarant established that certain subdivision known as the Johnson's Grove Condominium (the "Project") in Utah County, Utah, and subjected the Project to the *Declaration of Covenants, Conditions and Restrictions for Johnson's Grove Condominium*, recorded in the Utah County Recorder's Office on January 27, 2021, as Entry No. 15589:2021 (the "Declaration").

B. Included as Exhibit B to the Declaration and recorded therewith are the Bylaws of Johnson's Grove Homeowner's Association, Inc. (the "Bylaws").

C. The Declarant now desires to amend the Declaration to correct mistakes with Article numbering and to incorporate language pertaining to the rights of lenders and first mortgagees.

D. At the time of this Amendment, the Johnson's Grove Homeowners Association, Inc. (the "Association") is within the Class "B" Control Period described in Section 6.2 of the Declaration and, because Declarant owns 100% of the Units in the Project, Declarant possesses 100% of the voting interests in the Association as a Class "B" Member pursuant to Section 6.1 of the Declaration.

E. Under Section 16.6 of the Declaration, the Declaration may be amended with the affirmative vote of Owners representing at least 67% of the Association's voting interest.

F. As the sole Owner of Units in the Project, the approval of the Declarant represents the approval of 100% of the Association's voting interests, which approval has been obtained for this Amendment in compliance with Section 16.6 of the Declaration.

G. The Declarant hereby adopts this Amendment to the Declaration, which is binding on and will run with the land as to all Units and property described in Exhibit "A" hereto.

**AMENDMENT**

Article XVI of the Declaration is hereby deleted in its entirety and its contents are to be relocated to Article XV, as shown below.

Article XV is hereby amended to read as follows:

**ARTICLE XV**  
**REPAIR, RECONSTRUCTION, AND CONDEMNATION**

15.1 If the damage or destruction to the Common Areas and/or Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

15.2 Whenever all or any part of the Common Areas and/or Limited Common Areas is taken (or in lieu of and under threat of condemnation conveyed by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote) by any authority having the power of condemnation or eminent domain, each Owner will be entitled to notice thereof. The award made for such taking will be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas and/or Limited Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas and/or Limited Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas and/or Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board may determine.

The caption for Article XVIII, Miscellaneous Provisions, is hereby amended and renumbered to read as follows:

**ARTICLE XVI**  
**MISCELLANEOUS PROVISIONS**

The following language is hereby added as Article XVII to the Declaration, which shall read as follows:

**ARTICLE XVII**  
**RIGHTS OF LENDERS**

17.1 First Mortgage. Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's Assessments or charges which accrue prior to the acquisition of title of such Unit by the Lender. However, such first mortgagee shall be responsible for all Assessments levied while it holds title to the Unit.

17.2 Priority of Lenders. No breach of the Restrictions herein contained, nor the enforcement of any lien provision herein, shall affect, impair, defeat, or render invalid the lien or charge of any Lender made in good faith and for value encumbering any Unit, but all of such Restrictions shall be binding upon and effective against any Owner whose title to a Unit is derived through foreclosure or trustee's sale, or otherwise.

17.3 Relationship with Assessment Liens. A lien by the Association for the payment of Assessments will be subordinate to the lien of any Lender that was recorded prior to the date any such Assessment becomes due. Any Lender of a first mortgage who obtains title to a Unit by reason of any foreclosure, or deed or assignment in lieu of foreclosure, or any Person who obtains title at a private or judicial foreclosure sale, takes title to such Unit free of any lien or claim for unpaid Assessments against such Unit that accrued prior to the time such Lender or purchaser takes title to such Unit, except for liens or claims for a share of such Assessments resulting from a pro rata reallocation of such Assessments to all Units within the Project.

17.4 Other Rights of Lenders. Any Lender (and such Lender's insurer or guarantor) shall, upon written request to the Association, be entitled to:

- (a) inspect current copies of the Governing Documents and other books and records of the Association during normal business hours; and
- (b) receive the most recent annual financial statement of the Association.

17.5 Mortgagee's Right to Receive Notice. Each first mortgagee or guarantor of the mortgage for any Unit in the Project shall receive timely written notice, delivered by the Association, of the following:

- (a) any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
- (b) any 60-day delinquency in the payment of assessment or charges owed by the owner of any Unit on which it holds the mortgage;
- (c) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (d) any proposed action that requires the consent of a specified percentage of mortgagees.

17.6 Mortgagee's Right to Approve Amendments. Any proposed amendment to this Declaration which would materially and adversely affect the rights of mortgagees must first be agreed upon by mortgagees representing at least 51% of the votes belonging to the Units that are subject to mortgages.

17.7 Mortgagee's Right to Approve Termination. Before the Association may initiate any action to terminate the legal status of the Association due to the substantial destruction or condemnation of the Project, or for any other reason, the Association must first obtain the approval of mortgagees representing at least 51% of the votes belonging to the Units that are subject to mortgages.

17.8 Implied Approval of Mortgagee. If a mortgagee's consent is a condition for any action under this Declaration, then, subject to Section 57-8-41 of the Utah Condominium Ownership Act, the mortgagee's consent is presumed if:

- (a) written notice of the proposed amendment or action is sent by certified or registered mail to the mortgagee's address listed for receiving notice in the recorded trust deed or other recorded document evidencing the security interest;
- (b) 60 days have passed after the day on which notice was mailed; and
- (c) the person designated for receipt of the response in the notice has not received a written response from the mortgagee either consenting to or refusing to accept the amendment or action.

The remainder of the Declaration remains unchanged.

----- END OF AMENDMENTS -----

*--- Signatures on Following Page---*

Adopted on this 11<sup>th</sup> day of July, 2023 by:

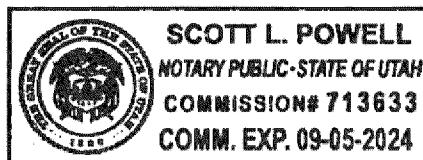
**SUMMIT CONSTRUCTION SERVICES, LLC,**  
a Utah limited liability company  
(representing all of the Association's voting interest)

By: Brady Jensen  
Its: Manager

STATE OF UTAH )  
 ) ss.  
County of Utah )

I certify that on this 11<sup>th</sup> day of July, 2023, that  
Brady J. Jensen, did personally appear before me and did swear that the foregoing  
is true and correct, and that they have authority to sign on behalf of the above-named corporation.

*scott l. powell*  
NOTARY PUBLIC



**EXHIBIT A**

**Legal Description**

All of **Johnson's Grove Condominiums Plat A**, according to the official plat as filed in the Utah County Recorder's Office as Entry No. 15588-2021.

**Parcel Numbers: 43:287:0001 through 43:287:0024**