

AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND TO THE BYLAWS OF WESTON CONDOMINIUMS

(An Expandable Condominium Project)

The Declaration of Covenants, Conditions and Restrictions of the Weston Condominiums, hereinafter referred to as the "Declaration", is hereby amended pursuant to Sections 24 and 25 of Article III thereof, and the Bylaws of Weston Condominiums are hereby amended pursuant to Article VII thereof.

RECITALS

WHEREAS, less than seventy-five percent (75%) of the undivided ownership interest in the Project has been sold; and

WHEREAS, Declarant, TMM Associates, L.C., owns all of the undivided ownership interest in Project and is in control of the Weston Condominiums Association as described in Section 24 of Article III of the Declaration; and

WHEREAS, the Bylaws of the Weston Condominiums, hereinafter referred to as the "Bylaws", are appended to the Declaration as Exhibit "C"; and

WHEREAS, the Declaration was recorded January 23, 1997, as Entry No. 5546, in Book 4175, at Pages 469-509 in the official records of the Utah County Recorder; and

WHEREAS, the Record of Survey Map was recorded by Declarant on January 23, 1997, as Entry No. 5545, Map No. 6901, in the official records of the Utah County Recorder; and

WHEREAS, Declarant caused an Amendment for Expansion for Phase II of the Project to be recorded on January 27, 1997, as Entry No. 6244, in Book 4177, at Pages 490-494 in the official records of the Utah County Recorder; and

WHEREAS, the Record of Survey Map for Phase II of the Project was recorded by Declarant on January 27, 1997, as Entry No. 6243, Map No. 6906, in the official records of the Utah County Recorder; and

WHEREAS, it is necessary and desirable to amend the Record of Survey Maps for Phases I and II of the Project by making minor adjustments to the legal descriptions for Phases I and II as set forth on Exhibits "A" and "C" attached hereto and on the Record of Survey Maps for Amended Phase I and Amended Phase II to be recorded concurrently herewith.

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

The Declaration is hereby amended as follows:

The heading to the Declaration and the initial paragraph of the Declaration are hereby amended to read as follows:

**DECLARATION OF CONDOMINIUM OF
THE WESTON CONDOMINIUMS**

(An Expandable Condominium Project)

This Declaration of Condominium is made as of the date hereinafter set forth by TMM Associates, L.C. (hereinafter referred to as the "Declarant") pursuant to the provisions of Section 57-8-1 et seq. of Utah Code Annotated known as the Utah Condominium Ownership Act (hereinafter referred to as the "Act").

Section 1 of Article III is hereby amended to read as follows:

1. Description of Improvements. The improvements included in the Project will be located on the Tract above described, and all of such improvements are described on the Map. The Map indicates the number of Units which are to be contained in the Buildings and other significant facts relating to such Buildings and Common Areas.

Phase I of the Project will consist of a total of 12 Units in one Building. The Building will be conventional wood-frame construction with brick and stucco exterior and asphalt shingle roofing. The Building will consist of three levels, with the lower level being partially underground, making a building which is 2 1/2 stories in height. Each Unit will contain approximately 1,085 square feet of floor area and will consist of three bedrooms, 2 baths, a living room and a kitchen-dining area. The upper two levels will have a balcony for each Unit. Each lower level Unit will have a patio. Each Unit will be provided with one covered parking space which will not be attached to the Unit, and shall be designated as Limited Common Area.

Section 7 of Article III is hereby amended to read as follows:

7. No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Unit ownership described herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas appurtenant to each Unit, shall always be conveyed, devised, encumbered, or otherwise affected only together and may never be separated from one another. Every gift, devise,

bequest, encumbrance, conveyance, judicial sale, or other transfer (whether voluntary or involuntary) respectively, shall be of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

Section 17 of Article III is hereby amended to read as follows:

17. Legal Description of a Unit. Each conveyance or installment contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with appropriate reference to the Map and to this Declaration, as each shall appear on the records of the County Recorder of Utah County, State of Utah, and in substantially the following form:

Unit _____ shown in the Record of Survey Map for the Weston Condominiums appearing in the records of the Utah County Recorder, as Entry No. _____, Map No. _____, and as identified and described in the Declaration of Condominium appearing as Entry No. _____, in Book _____, at Pages _____ of the official records of the Utah County Recorder together with an undivided interest in and to the Common Areas appertaining to said Unit as established in said Declaration, as amended, and Map. This conveyance is subject to the provisions of the aforesaid Declaration of the Weston Condominiums, including any amendments thereto. The undivided interest in the Common Areas conveyed hereby is subject to modification from time to time as provided in the Declaration for expansion of the Project.

Such description will be construed to describe the Unit, together with an undivided interest in and to the Common Areas as the same is established and identified in the Declaration and Map referred to herein above, and to incorporate all the rights incident to Ownership of a Unit and all the limitations of such Ownership as described in this Declaration.

The initial paragraph of Section 22 of Article III is hereby amended to read as set forth below and the subparagraphs of Section 22 of Article III shall remain unchanged:

22. Insurance. Declarant shall purchase (at Declarant's own expense) a general liability insurance policy in an amount not less than one million dollars (\$1,000,000.00) for each occurrence to cover any liability which owners of previously sold Units in the Project are exposed to as a consequence of further condominium Project development. The Management Committee shall secure or cause to be secured and maintained at all times the following insurance and bond coverage.

Subparagraph (b) of Section 23 of Article III is hereby amended to read as follows:

(b) If less than 75 percent of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out upon approval of at least 51 percent of the affected Unit Owners. All affected Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas.

Subparagraph (d) of Section 23 of Article III is hereby amended to read as follows:

(d) Notwithstanding any provision herein to the contrary, if 75 percent or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75 percent, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly notify the Department of Veterans Affairs and obtain approval thereof, and the Management Committee shall promptly record with the Utah County Recorder a notice setting forth such facts. Upon the recording of such notice, the provisions of Subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1953), shall apply and govern the rights of all parties having an interest in the Project or any of the Units.

Section 24 of Article III is hereby amended to read as follows:

24. Amendments. Except as otherwise provided herein, and subject to the provisions of paragraph (o) of section 27 below, the vote of Unit Owners representing at least two-thirds (2/3) of the undivided ownership interest in the Common Areas shall be required to amend this Declaration or the Record of Survey Map, except in circumstances where the Act requires a greater affirmative vote or approval and consent, in which event the provisions of the Act shall be controlling. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument, the Committee shall certify that the vote required by this paragraph for amendment has occurred.

Until Units representing 75 percent of the Units in the Project (including all Units which have been or may be annexed into the Project as provided in Section 35 below) have been conveyed to purchasers, or the expiration of five (5) years after the first conveyance of title to any Unit purchased, whichever occurs first, Declarant shall have and is hereby vested with the right to amend this Declaration or the Record of Survey Map (including the right to

Amend the Declaration to change the name of the Project to "Shadowridge Condominiums", which name has been approved and reserved by the Department of Veterans Affairs); provided, however, that Declarant's right to amend the Declaration for purposes of expansion shall continue for a period of seven (7) years from the recordation hereof as provided in Section 35 below. Such right to amend the Declaration shall obtain without regard to the subject matter of amendment, so long as the amendment involved is consistent with law. While the Declarant is in control of the Association, amendments to the Declaration, Bylaws or other enabling documentation must be approved by the Department of Veterans Affairs if the Department of Veterans Affairs has previously approved such documents.

If the Department of Veterans Affairs, HUD or FNMA holds, insures or guarantees a mortgage or mortgages secured by a Unit or Units in the Project, no additional land may be added to the Project without the prior written consent of such agency or corporation.

After the Department of Veterans Affairs has approved the Declaration and Bylaws, the condominium regime documentation may not be amended or merged with a successor condominium regime without the prior written approval of the Department of Veterans Affairs.

Notwithstanding any provision herein to the contrary, except as provided herein for the expansion of the Project, the undivided interest of each Unit Owner in the Common Areas and Facilities shall not be altered without the consent of all Unit Owners.

Subparagraph (c) of Section 27 of Article III is hereby amended to read as follows:

(c) Any management agreement for the Project or any other contract providing for the services of the developer, sponsor, or builder, shall be terminable for cause by the Association on 30 days written notice prior to such termination. The term of any such agreement shall not exceed one year, renewable by agreement of the parties for successive one year periods. Any such agreement may be terminated by either party without cause and without payment of a termination fee on 30 days written notice prior to such termination.

Subparagraph (4) of Subparagraph (l) of Section 27 of Article III is hereby amended to read as follows:

(4) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;

Section 33 of Article III is hereby amended to read as follows:

33. Topical Headings. The headings appearing at the beginning of the sections of this Declaration are only for convenience of reference and are not intended to describe, interpret, define or otherwise affect the content, meaning or intent of this Declaration or any section or provision hereof.

The Exhibits to the Declaration and Amendment for Expansion are hereby amended as follows:

Exhibit "A" to the Declaration as described in Article II of the Declaration is hereby amended to read as set forth on Exhibit "A" attached hereto. Exhibit "B" as referred to in Section 35 of Article III of the Declaration is hereby amended as set forth on Exhibit "B" attached hereto. Exhibit "A" to the aforesaid Amendment for Expansion describing Phase II of the Project is hereby amended to read as set forth on Exhibit "C" attached hereto. Exhibit "B" to the aforesaid Amendment for Expansion, describing the Additional Land remaining after the annexation of Phase II, is hereby amended to read as set forth on Exhibit "D" attached hereto.

Paragraph 3 of the aforesaid Amendment for Expansion for Phase II of the Project is hereby amended by substituting for "795 square feet" the phrase "852 square feet" so as to reflect a total of 852 square feet for each Unit in Phase II.

The Bylaws of Weston Condominiums are hereby amended as follows:

Section 6 of Article IV is hereby amended to read as follows:

6. Payment of Services, Etc. The Management Committee may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Management Committee shall determine to be necessary or desirable for the proper operation of its function in the Project. The Management Committee may obtain and pay for the operation of the Project or the enforcement of this Declaration. It is recognized that the Committee may arrange with other persons to furnish snow removal, ground maintenance and other common services to the Project, whether such personnel are furnished or employed directly by the Management Committee.

Subparagraph (a) of Section 1 of Article VI is hereby amended to read as follows:

(a) Basis of Assessments. The total annual assessments against all Units shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and/or the Common Properties, which estimates may include among other things, expenses of management; taxes and special assessments levied by governmental authorities until the Units are separately assessed as provided herein; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto; common lighting, water and sewer expenses; repair, replacement and maintenance of the Common Areas and a reserve therefor; wages for employees of the Committee; legal and accounting fees; any deficit remaining from a previous period; and any other expenses and liabilities which may be incurred by the Committee for the benefit of the Owners or by reason of this Declaration.

Subparagraph (c) of Section 1 of Article VI is hereby amended to read as follows:

(c) Method, Payment of Assessments, Etc. Annual assessments shall be made on a calendar-year basis. The Committee shall give written notice to each Owner as to the amount of the annual assessment with respect to his Unit not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year, provided, however, that the first annual assessment shall be for the balance of the calendar year remaining after the day fixed by the Committee as the date of commencement of the assessment, which commencement date shall be no later than 60 days after the first Unit is conveyed. Each annual assessment shall be due and payable in monthly installments. Each monthly installment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date. Such monthly installment becomes payable upon the date the Unit Owner purchases his Unit, whether by conveyance of title or entering into a contract of sale and purchase, and thereafter each monthly payment shall be due and payable on the first day of each and every month in advance.

Subparagraph (d) of Section 1 of Article VI is hereby amended to read as follows:

(d) Special Assessments. In addition to the annual assessments authorized hereunder, the Management Committee may levy in any assessment year special assessments, subject to the provisions of Section 9 of Article IV above, payable over such period as the Management Committee may determine, for the purpose of defraying, in whole or in part,

the cost of any construction or reconstruction, unexpected repair or replacement of the Common Areas of the Project or any other part thereof, or for any other expenses incurred or to be incurred as provided in the Declaration and these Bylaws. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other paragraphs hereof. Any amount assessed pursuant thereto shall be assessed to Owners in proportion to their respective undivided interest in the Common Areas. Declarant's interest in the Common Areas shall be determined on the same basis as set forth in Subparagraph (c) above. Notice in writing of the amount of such special assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given. A special assessment shall bear interest at the rate of twelve percent (12%) per annum from the date it becomes due and payable if not paid within thirty (30) days after such date.

Subparagraph (j) of Section 1 of Article VI is hereby amended to read as follows:

(j) Information Concerning Unpaid Assessments. Upon payment of a reasonable fee not to exceed Ten Dollars (\$10.00) and upon written request of any Owner, mortgagee, prospective mortgagee or prospective purchaser of a Unit, the Management Committee shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Unit; the amount of the current yearly assessment and the portion thereof which has theretofore been paid; and credit for advance payments of prepaid items, including, but not limited to, an Owner's share of prepaid insurance premiums. Such statement shall be conclusive upon such Management Committee in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) days, all unpaid assessments which became due prior to the lien of the mortgagee which became due prior to the date of making such request shall be subordinate to the lien of the mortgagee which acquired its interest subsequent to requesting such statement.

Article VIII is hereby amended to read as follows:

ARTICLE VIII
MORTGAGES

Notice to the Management Committee. An Owner who mortgages his Unit shall notify the Management Committee of the name and address of his mortgagee, and the Management Committee shall maintain such information in a book entitled "Mortgages of Units."

The foregoing amendments to the Declaration and Bylaws of Weston Condominiums shall be effective upon the recording of this instrument in the Utah County Recorder's Office.

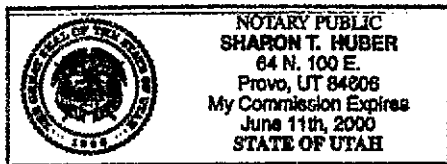
Dated this ^{BMM} 3rd day of July, 1997.

DECLARANT:
TMM ASSOCIATES, L.C.

By: David L. Mitton
Miller Construction Services, Inc., member
By: David L. Mitton, Vice-President

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

On the 3rd day of July, 1997, personally appeared before me David L. Mitton, who being by me duly sworn, did say that he is Vice-President of Miller Construction Services, Inc., a member of TMM Associates, L.C., and that said instrument was signed in behalf of said corporation by authority of its bylaws and that said instrument was signed in behalf of TMM Associates, L.C. by authority of its operating agreement and he acknowledged to me that said company executed the same.



Sharon T. Huber
Notary Public

EXHIBIT "A"

**WESTON CONDOMINIUMS
AMENDED PHASE I - PROPERTY DESCRIPTION**

Beginning at a point which is North 1,895.92 feet and West 58.70 feet from the South 1/4 corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 245.00 feet; thence North 131.04 feet; thence East 128.48 feet; thence North 00 degrees 22 minutes 15 seconds West 25.46 feet; thence North 89 degrees 37 minutes 45 seconds East 22.00 feet; thence North 00 degrees 22 minutes 15 seconds West 116.38 feet; thence South 89 degrees 55 minutes 45 seconds East 95.43 feet; thence South 272.90 feet to the point of beginning.

Containing 1.06 acres.

EXHIBIT "B"**WESTON CONDOMINIUMS
ADDITIONAL LAND**

Beginning at a point which is North 1,725.93 feet and West 316.70 feet from the South 1/4 corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 430.42 feet; thence South 56 degrees 41 minutes 14 seconds West 139.67 feet; thence North 32 degrees 58 minutes 03 seconds West 515.66 feet; thence North 72 degrees 10 minutes 44 seconds East 271.78 feet; thence North 89 degrees 29 minutes 22 seconds East 549.61 feet; thence South 00 degrees 29 minutes 01 seconds West 0.75 feet; thence South 89 degrees 55 minutes 45 seconds East 182.00 feet; thence South 00 degrees 22 minutes 15 seconds East 116.38 feet; thence South 89 degrees 37 minutes 45 seconds West 22.00 feet; thence South 00 degrees 22 minutes 15 seconds East 25.46 feet; thence West 128.48 feet; thence South 131.04 feet; thence West 13.00 feet; thence South 170.00 feet to the point of beginning.

Containing 7.90 acres

EXHIBIT "C"

**WESTON CONDOMINIUMS
AMENDED PHASE II - PROPERTY DESCRIPTION**

Beginning at a point which is North 1,830.92 feet and West 316.70 feet from the South 1/4 corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 146.08 feet; thence North 70.00 feet; thence East 30.32 feet; thence North 89.19 feet; thence West 36.85 feet; thence North 36.85 feet; thence East 165.61 feet; thence South 131.04 feet; thence West 13.00 feet; thence South 65.00 feet to the point of beginning.

Containing 0.64 Acres.

EXHIBIT "D"**WESTON CONDOMINIUMS
ADDITIONAL LAND AFTER ANNEXATION OF AMENDED PHASE II**

Beginning at a point which is North 1,830.92 feet and West 462.78 feet from the South 1/4 corner of Section 4, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 284.34 feet; thence South 56 degrees 41 minutes 14 seconds West 139.67 feet; thence North 32 degrees 58 minutes 03 seconds West 515.66 feet; thence North 72 degrees 10 minutes 44 seconds East 271.78 feet; thence North 89 degrees 29 minutes 22 seconds East 549.61 feet; thence South 00 degrees 29 minutes 01 seconds West 0.75 feet; thence South 89 degrees 55 minutes 45 seconds East 182.00 feet; thence South 00 degrees 22 minutes 15 seconds East 116.38 feet; thence South 89 degrees 37 minutes 45 seconds West 22.00 feet; thence South 00 degrees 22 minutes 15 seconds East 25.46 feet; thence West 294.09 feet; thence South 36.85 feet; thence East 36.85 feet; thence South 89.19 feet; thence West 30.32 feet; thence South 70.00 feet to the point of beginning.

Containing 7.26 Acres.