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**AMENDMENT TO CONDOMINIUM DECLARATION
FOR TIMBER RIDGE CONDOMINIUMS**

THIS AMENDMENT is made and executed this 5th day of May, 1994 by Daniel L. Vranes, sole owner of seven (7) units of the Timber Ridge Condominiums and is for the purpose of amending that certain condominium declaration for Timber Ridge Condominiums recorded on January 20, 1994 as Entry No. 5717597 in Book 6854 at Page 2923 of the records of Salt Lake County, Utah.

RECITALS

A. The undersigned is the sole owner of seven (7) of the units of Timber Ridge Condominiums. Accordingly, the undersigned is the owner of more than 67% of the unit interest of said project.

B. Pursuant to Article XXVII of the Declaration, the same may be amended by the affirmative vote or approval of owners having ownership of not less than 66.66% of the undivided interest in the common areas and facilities.

C. The real property subject to the aforementioned Declaration and this Amendment is described in Exhibit "A" attached hereto and made a part hereof by reference.

AMENDMENTS TO DECLARATION

The Declaration is hereby amended to provide as follows:

1. Article IX, Paragraph 2 is amended to include, at the end of said paragraph, the following sentence:

Provided also that any lease of a unit must be in writing and must state that the lease will be subject to the terms and conditions of all rules and regulations of the condominium project, the Declaration and Bylaws.

2. Article XVI, Paragraph (c) is amended to provide as follows:

If seventy-five percent (75%) or more of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if, within one hundred (100) days after the destruction or damage, the unit owners, by a vote of at least seventy-five percent (75%) of the entire undivided ownership, and fifty-one percent (51%) of all holders of first mortgages on units, elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subdivision (b) above.

3. Article XVI, Paragraph (d) shall be amended to provide as follows:

If seventy-five percent (75%) 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 owners and mortgage holders as provided in Paragraph (c) above do not elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the County Recorder of the county where the project is located a notice setting forth such facts. Upon recording of such notice the provisions of subsection (1) through (4) of §57-8-31, Utah Code Ann., shall apply and shall govern the rights of all parties having an interest in the project or any of the units.

4. Article XXVII shall be amended by deleting the first sentence thereof and replacing therein the following:

In addition to the amendment provisions contained in Article VI hereof, and subject to the terms of Article XX, this Declaration and/or the Map may be amended upon the affirmative vote or approval and consent of owners having ownership of not less than sixty-seven (67%) of the undivided interest in the common areas and facilities, and by the affirmative vote and approval of not less than fifty-one percent (51%) of those mortgage holders who hold first mortgage obligations on the condominium units. In the case of mortgage holders, only, consent shall be presumed to have been given by any mortgage holder who fails to respond to a written proposal for an amendment within thirty (30) days after receiving notice of such proposed amendment, provided that any such notice shall have been sent certified mail, return receipt requested.

5. Article XVIII shall be amended by adding thereto the following paragraph:

The Association of Unit Owners and/or Management Committee shall be appointed as the Attorney-in-Fact to represent the interests of each unit in any

proceedings, negotiations, settlements or agreements relating to insurance claims or payments. Any and all proceeds from a settlement shall be payable to the Association of Unit Owners and/or Management Committee for the benefit of the unit owners and their mortgage holders.

6. Article XIX, Paragraph 2 shall be amended by adding the following language:

The funds collected pursuant to this Article shall be segregated and held in a separate fund for the purposes set out herein.

7. Article XXIV shall be amended to add the following provision:

The Association of Unit Owners and/or Management Committee shall have a right of action against unit owners who fail to comply with the rules and regulations adopted together with the provisions of the Declaration and Bylaws. Nothing herein shall be construed to limit or prohibit the right of an individual unit owner to bring such action nor the right of unit owners to bring actions against the Owners Association in the event of a failure to comply with these provisions.

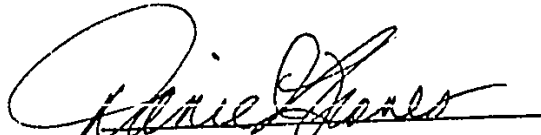
EFFECTIVE DATE

The effective date of this Amendment shall be the date on which said instrument is filed for record with the Office of the County Recorder of Salt Lake County, State of Utah. From and after said date the Declaration shall consist of the Declaration, supplemented and amended by this Amendment.

CONSENT OF OWNERS

The undersigned hereby certifies that the foregoing Amendments to the Declaration were authorized pursuant to the affirmative vote or approval and consent of owners having an ownership interest in the common areas and facilities of not less than 66.66% as required by the provisions of Article XXVII of the Declaration.

IN WITNESS WHEREOF, the undersigned, as declarant, has executed this instrument on the day and year first above written.


Daniel L. Vranes

SUBSCRIBED and SWORN TO before me this 12th day of May, 1994.

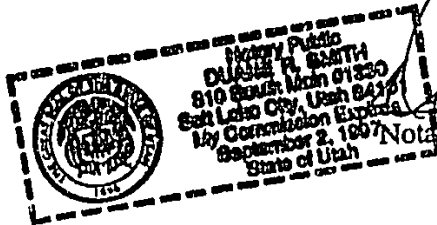
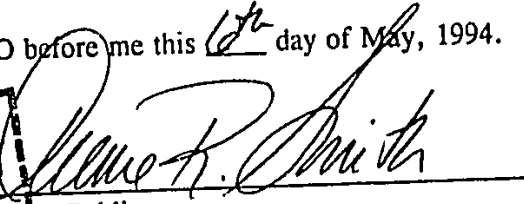


Notary Public

EXHIBIT "A"

PARCEL "A"

Beginning at a point on the South Line of 7800 South Street; said point being N 89°57'48" East, 51.00 feet and S 00°10'23" W, 30.00 feet from the Northwest Corner of Section 36, Township 2 South, Range 1 East, Salt Lake Base and Meridian; Running thence N 89°57'48" E, 227.00 feet along said South line of 7800 South Street; thence S 00°10'23" W, 125.00 feet; thence N 89°57'48" E, 8.00 feet to the Northwest corner of Lot No. 401 of the Honeywood Hills No. 4 Subdivision as recorded in the official records of Salt Lake County; thence S 22°36'21" E, 22.162 feet along the westerly line of said Lot No. 401; thence S 38°53'08" W, 154.318 feet to the Northerly Line of Lot No. 12 of the Honeywood Hills No. 1 Subdivision; as recorded in the official records of Salt Lake County; thence N 78°00'00" W, 13.943 feet along said Northerly Line of Lot No. 12 to the Northerly most corner of said lot; thence S 34°19'20" W, 15.00 feet along the Westerly line of said Lot No. 12, thence S 89°57'48" W, 125.00 feet to the East line of 3500 East Street; thence N 00°10'23" E, 275.00 feet along said East line of 3500 East Street to the point of beginning.

Contains 57,914 square feet of 1.3295 acres.

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05/06/94 1:39 PM 27.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
CRAIG G ADAMSON
310 S MAIN STE 1330
SLC, UT 84101
REC BY: B GRAY , DEPUTY - WI

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