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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
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BY: ZJM, DEPUTY - WI 10 p.

When recorded, return to:

Larry Lindstrom
Jordan Villas, LLC
1923 North 300 East
Lehi, Utah 84095

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**FIRST AMENDMENT
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATION OF EASEMENTS
FOR
JORDAN VILLAS, AN EXPANDABLE CONDOMINIUM PROJECT
(Phase I)**

THIS FIRST AMENDMENT to Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Jordan Villas, an Expandable Condominium Project ("First Amendment") is executed pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated, §§ 57-8-1- through 57-8-37, as amended (the "Act"), and the provisions of the Declaration described in Recital "A" below by Jordan Villas, LLC, a Utah limited liability company ("Declarant").

RECITALS:

A. On January 18, 2002, Declarant recorded with the Recorder of Salt Lake County, Utah, an Amended and Restated Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Jordan Villas, an Expandable Condominium Project (Phase I) as Entry No. 8126311 at Book 8556, Page 4765, ("Declaration") covering the initial real property and improvements situated in Salt Lake County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Project"). On October 16, 2001, in connection with the recording of the Declaration, as amended and restated, Declarant also recorded a Record of Survey Map entitled Jordan Villas Condominiums Record of Survey Map, as Entry No. 8030898 at Book 2001P, Page 319 in the Salt Lake County Recorder's Office ("Map").

B. Pursuant to Section 22.1.3 of the Declaration, Declarant reserved the right to unilaterally amend the Declaration to the extent and with such language as may be requested by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. Countrywide Home Loans, Inc., ("Countrywide") specifically requested that Declarant amend the Declaration to include certain mortgagee protection provisions as a condition precedent to its lending funds upon the security of any Units(s) or any portions thereof. Accordingly, pursuant to and in satisfaction of Countrywide's request, Declarant hereby exercises its unilateral right to amend the Declaration to insert certain Mortgagee protection provisions. In addition, Declarant desires to make certain

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other amendments to the Declaration for the purposes set forth and described in this First Amendment.

NOW, THEREFORE, Declarant hereby unilaterally amends the Declaration as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this First Amendment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above shall constitute a portion of the terms of this First Amendment.

2. Eligible Mortgage Definition. The following new Section 2.2.33 defining the term "Eligible Mortgagee" shall be inserted at the end of Section 2.2 of the Declaration as follows:

2.2.33 "Eligible Mortgagee" shall mean and refer to a First Mortgagee that has requested notice of certain matters from the Association in accordance with Section 28.1 of this Declaration.

3. No Representations. The following new Section 6.3 describing Declarant's disclaimer of representations shall be inserted at the end of Article VI of the Declaration as follows:

6.3 Declarant's Disclaimer of Representations. Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on the Map or other recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Project can or will be carried out. Prior to the expiration of the Declarant's control period described in Section 26.1 below, Declarant reserves the right, in its sole and exclusive discretion, to make changes or modifications to the Common Area site plan and landscape plan. To the extent permitted by law, such changes may include, without limitation, modifications to the actual placement and configuration of walkways, driveways, steps, parking areas and other Common Area features. All Owners are hereby advised that there are no assurances or representations in this Declaration as to the placement, number, type, or size of landscaping elements, including but not limited to, trees, shrubs, flowers, grass, decorative rocks, or planting areas, whether or not depicted on any land use or landscaping plan, sales brochure or other marketing display. No purported representation, warranty or commitment, written or oral, in such regard shall ever be effective without an amendment to this Declaration executed by Declarant.

4. Decision Not to Rebuild. Section 14.1.4 describing the decision not to rebuild the Project in the event of destruction or damage to part or all of the Buildings or other improvements in the Project shall be amended and restated as follows:

14.1.4 If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance are insufficient to accomplish

restoration, and if the Unit Owners and Eligible Mortgagees do not, within 100 days after the destruction or damage, elect to repair or reconstruct the affected improvements by a 75% vote of the voting rights of the Association and 51% vote of the voting rights of the Eligible Mortgagees (based upon one vote for each Mortgage held), then the Association shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subparagraphs (1) through (4) of §57-8-31 of the Act shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

5. Unilateral Amendments. Section 22.1.2 pertaining to the Declarant's authority to adopt unilateral amendments is amended and restated in its entirety to read as follows:

22.1.2 The Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Declaration to the contrary, Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Project; provided, however, any such amendment shall not materially adversely affect the title to any Unit unless any such Owner shall consent thereto in writing. Further, prior to the expiration of the Declarant's control period described in Section 26.1 below, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it materially adversely affect title to any property without the consent of the affected Owner.

6. Termination. The following new Section 22.3 describing the term of the Declaration and method of terminating the Project shall be inserted at the end of ARTICLE XXII as follows:

22.3 Method of Termination. Except as otherwise provided herein, the Project may be terminated only by agreement of Owners entitled to vote all of the votes of all Units as more particularly described as follows:

22.3.1 All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that at least 67% of Eligible Mortgagees holding liens affecting any of the Units consent or agree by instruments duly recorded that their liens are transferred to the fractional ownership interest of the Owners in the Project. Provided further, as long as Declarant has ownership rights in the Project, its consent shall also be required to remove the Project from the provisions of the Act.

22.3.2 A termination agreement may provide that all the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

22.3.3 The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to this Section 22.3. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the Owners respective undivided interest in the Common Areas and Facilities. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

22.3.4 Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were recorded before termination may enforce those liens in the same manner as any lienholder.

7. Mortgagee Protection Provisions. The following new ARTICLE XXVIII describing certain Mortgagee Requirements shall be inserted at the end of the Declaration as follows:

ARTICLE XXVIII

MORTGAGEE REQUIREMENTS

28.1 Notice of Action. The Board shall maintain a roster of Unit Owners, which roster shall include the mailing addresses of all Owners. The Board shall also maintain a roster containing the name and address of each

Eligible Mortgagee of a Unit as such term is defined herein and in Section 2.2.33 above. To be considered an Eligible Mortgagee, a First Mortgagee shall provide the Board with a copy of its recorded First Mortgage and the name and address of the First Mortgagee and a statement that the Mortgage is a First Mortgage together with a written request that it receive notice of the matters and actions described below. The Board shall strike the Eligible Mortgagee from the roster upon such Eligible Mortgagee's request or upon the Board's receipt of a copy of a recorded full release or satisfaction of the Eligible Mortgage. The Board shall give notice of such removal to the Eligible Mortgagee unless the Eligible Mortgagee requested the removal. Upon the Association's receipt of such written request, an Eligible Mortgagee shall be entitled to timely written notice of:

28.1.1 Any condemnation loss or any casualty loss that affects either a material portion of the Project or any Unit on which there is a Mortgage held, insured or guaranteed by such Eligible Mortgagee;

28.1.2 Any delinquency in the payment of assessments or charges owed by an Owner whose Unit is subject to a Mortgage held, insured or guaranteed by such Eligible Mortgagee, which default remains uncured for a period of sixty (60) days;

28.1.3 Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

28.1.4 Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as described in Section 22.3 above and Section 28.2 below.

28.2 Matters Requiring Prior Eligible Mortgagee Approval. Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the voting rights of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a lesser or greater percentage of the total voting rights of the Association is required, in which case such specific provisions shall control), and Eligible Mortgagees holding Mortgages on Units having at least fifty-one percent (51%) of the votes of the Units subject to Mortgages held by Eligible Mortgagees shall be required to:

28.2.1 Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs. Termination of the legal status of the Project for any other reason shall require the affirmative vote or authorization of Eligible Mortgagees holding at least sixty-seven percent (67%) of the Mortgages on Units.

28.2.2 Amend any material provision of the Condominium Constituent Documents. "Material Provisions" shall mean any provision substantially altering the following (an amendment to such Documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):

28.2.2.1 Voting rights as described in 9.3 above (except reallocation of votes in the event Declarant exercises its right to expand the Project as described in Section 6.2 above)

28.2.2.2 Increases in assessments that raise the previous assessment amount by more than 25%, assessment liens, or the priority of assessment liens;

28.2.2.3 Reductions in reserve requirements for maintenance, repair, and replacement of Common Areas;

28.2.2.4 Responsibility for maintenance and repairs of Units encumbered by a Mortgage held by an Eligible Mortgagee (except as otherwise permitted by this Declaration);

28.2.2.5 Reallocation of interests in the Common Areas, or rights to their use (except reallocation of interests in the Common Areas in the event Declarant exercises its right to expand the Project as described in Section 6.2 above);

28.2.2.6 Redefinition of any Unit boundaries encumbered by a Mortgage held by an Eligible Mortgagee (except as otherwise permitted by this Declaration);

28.2.2.7 Convertibility of Units into Common Areas or vice versa (except as otherwise permitted in this Declaration);

28.2.2.8 Expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project (except in the event Declarant exercises its right to expand the Project as expressly authorized by Section 6.2 above);

28.2.2.9 Reductions in the hazard or fidelity insurance coverage described in Article XVII above;

28.2.2.10 Imposition of any restrictions on the leasing of Units (except as otherwise provided in Section 7.2.11 above);

28.2.2.11 Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit (except as otherwise permitted by this Declaration);

28.2.2.12 A decision by the Association to establish self-management if professional management had been required previously by this Declaration; or

28.2.2.13 Restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in this Declaration; or

28.2.2.14 Any provisions in this Declaration that expressly benefit Mortgage holders, insurers or guarantors.

28.2.3 Any Eligible Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the Condominium Constituent Documents and who fails to deliver or post to the Association a negative response within thirty (30) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

28.3 Availability of the Condominium Constituent Documents and Financial Statements. The Association shall maintain and have current copies of the Condominium Constituent Documents and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of Mortgages held by Eligible Mortgagees that are secured by Units. Generally, the Condominium Constituent Documents shall be available during normal business hours. The Board reserves the right to charge a reasonable fee for the copying of such books and records in the event an Owner or Eligible Mortgagee shall request the same.

28.4 Subordination of Lien. The lien or claim against a Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Unit, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Unit shall take the same free of such lien or claim for unpaid Assessment or

charges, but only to the extent of Assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit affected or previously affected by the First Mortgage concerned.

28.5 Priority. No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Units or the Common Areas.

8. Additional Improvements. The following new Section 6.2.13 describing the improvements to the Additional Land shall be inserted at the end of Section 6.2 as follows:

6.2.13 Prior to Declarant's annexation of the Additional Land, all improvements intended for the single additional phase will be substantially completed, as Declarant shall determine in its sole and exclusive discretion.

9. Countywide's Request Deemed Conclusive. Pursuant to Section 22.1.3 of the Declaration, Declarant's recordation of this First Amendment shall be deemed conclusive proof of Countywide's request for such an amendment to include certain mortgagee protection provisions.

10. Declaration Remains in Effect. This First Amendment shall be considered supplemental to the Declaration and to the Map. Except as expressly amended by the foregoing, the Declaration and the Map shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by the recording of this First Amendment.

11. Authority. Declarant hereby certifies that Declarant may execute this First Amendment without the consent or signature of any other party or Unit Owner as provided in Sections 22.1.2 and 22.1.3 of the Declaration, and pursuant to the fact that Declarant is enacting this First Amendment prior to the closing of a sale of the first Unit.

IN WITNESS WHEREOF, this First Amendment is hereby executed this 4th day of April, 2002.

JORDAN VILLAS, LLC, a Utah limited liability company

By: 

Larry Lindstrom

Its:

Manager

STATE OF UTAH)
)
) :SS.
)
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on April 4, 2002, by Larry Lindstrom, as the Manager of Jordan Villas, LLC, a Utah limited liability company.



NOTARY PUBLIC

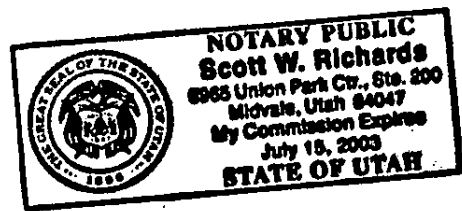


EXHIBIT "A"

JORDAN VILLAS LEGAL DESCRIPTION (PHASE I)

Beginning at the Southwest Corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence N.00°01'37"W. 792.000 feet along the west section line to the southwest corner of Carriage Lane at the Grove (a condominium project) as recorded in the office of the Salt Lake County Recorder as entry no. 5662628; thence S.89°53'45"E. 33.000 feet along the south line of said condominium project; thence S.00°01'37"E. 168.776 feet; thence N.89°58'47"E. 164.750 feet; thence S.38°13'39"E. 45.341 feet to a point on a 37.000 foot radius curve to the left; thence Southwesterly 30.383 feet along the arc of said curve through a central angle of 47°02'59", chord bears S.23°29'53"W. 29.537 feet; thence S.00°01'37"E. 60.321 feet to a point on 10.000 foot radius curve to the left; thence Southeasterly 15.703 feet along the arc of said curve through a central angle of 89°58'24", chord bears S.45°00'49"E. 14.139 feet; thence N.89°59'58"E. 112.188 feet; thence S.00°01'37"E. 129.577 feet; thence N.89°59'59"E. 451.273 feet; thence S.00°00'01"E. 26.510 feet; thence S.89°56'27"E. 149.718 feet; thence S.00°03'33"W. 132.925 feet; thence S.89°56'28"E. 163.000 feet to the west line of the HJS Willowcove L.L.C. parcel as recorded in book 7766 page 1135 in the office of the Salt Lake County Recorder; thence S.00°03'33"W. 202.000 feet along the west line of said HJS Willowcove L.L.C. parcel to the south line of said Section 3; thence N.89°56'28"W. 1099.659 feet along said section line to the point of beginning.