

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
OF  
WILLOWBROOK HILL CONDOMINIUMS OF PROVO**

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM of the Willowbrook Hill Condominiums of Provo is made on the date set forth at the end hereof by the Management Committee of the Willowbrook Hill Condominiums of Provo.

**R E C I T A L S:**

A. On September 24, 1979 the Declaration of Condominium of Willowbrook Hill Condominiums of Provo was executed and was thereafter recorded October 1, 1979 as Entry No. 38573, in Book 1781, at Pages 571-619 of the official records of the County Recorder of Utah County, Utah (the original Declaration of Condominium as amended and supplemented as hereafter described shall collectively be referred to as the "Declaration").

B. The Declaration has been supplemented and amended by, but not limited to, the following supplemental and amended declarations:

1. First Supplementary Declaration to the Declaration of Condominium of Willowbrook Hill Condominium of Provo dated July 23, 1980, recorded July 31, 1980, as Entry No 25600, in Book 1850 at pages 79 to 89 of the official records of the County Recorder of Utah County, Utah;

2. Limited Age Restriction Supplemental Declaration of Condominium of Willowbrook Hill Condominiums of Provo dated August 5, 1980, recorded August 5, 1980, as Entry No 26970, in Book 1852 at pages 561-563 of the official records of the County Recorder of Utah County, Utah;

3. Amendment to Declaration of Condominium of Willowbrook Hill Condominiums of Provo dated September 27, 1988, recorded September 28, 1988, as Entry No 29424, in Book 2546 at pages 82-83 of the official records of the County Recorder of Utah County, Utah;

4. Amendment to Declaration of Condominium of Willowbrook Hill Condominiums of Provo dated November 6, 1996, recorded November 14, 1996, as Entry No 92646, in Book 4120 at page 859 of the official records of the County Recorder of Utah County, Utah; and

5. Amendment to Declaration of Condominium of Willowbrook Hill Condominiums of Provo and Notice of Title Transfer Fee Obligation dated September 13, 1999, recorded October 13, 1999, as Entry No 110187, in Book 5242 at pages 409-411 of the official records of the County Recorder of Utah County, Utah.

C. Under the terms of Article III of the Declaration, a portion of the Common Areas

were parking spaces, consisting of covered carports with storage, covered carports without storage, uncovered parking spaces and storage shed (hereafter collectively referred to as the "Parking Spaces") which the Declarant had the right to assign as Limited Common Areas for the exclusive use of certain Unit Owners by making assignment of such Parking Spaces in the deeds conveying such Units to the Unit Owners; and after making such assignment such Parking Spaces thereafter become Limited Common Areas appurtenant to the Units to which they were assigned.

D. Declarant has now assigned to Unit Owners all Units owned by Declarant but has not assigned certain of the Parking Spaces.

E. The Unit Owners, upon a vote of 51% of the Percentage Interest of the Unit Owners, in accordance with the provisions of Article III, Paragraph 27 of the Declaration, have voted to amend the Declaration in order to confirm the status of the unassigned Parking Spaces as common to authorize the Management Committee and the Association to lease or rent such Parking Spaces, and to make certain other changes to the Declaration.

NOW, THEREFORE, the Management Committee hereby amends the Declaration as follows:

1. This Amendment to the Declaration of Condominium shall apply to all Units in the Willowbrook Hill Condominiums of Provo as more fully set forth on Exhibit "A" attached hereto and by reference incorporated herein.

2. All Parking Spaces which have not previously been assigned to a Unit (a) by a deed which conveyed the Unit to the Unit Owner thereof or (b) by a deed which was executed and recorded prior to the date of this Declaration and which assigned or conveyed such Parking Space or Spaces to a Unit Owner as of the date of the deed so conveying the Parking Space or Spaces shall **not** hereafter be assigned as a Limited Common Area to a Unit or a Unit Owner in accordance with the provisions of Article III, paragraph 5 but shall hereafter be Common Areas.

3. The second sentence of Article III, paragraph 4(a) shall be amended to read as follows:

Neither the Percentage Interest nor the exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, the Percentage Interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate; provided, however, that the Owner of any of the Additional Assigned Parking Spaces as set forth on Exhibit "E" attached hereto may assign or transfer the exclusive use of such Additional Assigned Parking Spaces to another Unit Owner upon the following conditions: (i) such assignment or transfer shall be in writing signed by the Unit Owner(s) of such Additional Assigned Parking Space(s) and designating the Unit to which such exclusive use of the Additional Assigned Parking Space(s) is or are to be appurtenant and which assignment or transfer shall be delivered to the Unit Owner to whom it is assigned or transferred; (ii) the assignment or transfer shall be subject to the consent or approval of the Management Committee which consent or approval shall not be unreasonably withheld; (iii) a copy of such written assignment or transfer shall be provided to the Management Committee within a reasonable time after the assignment or transfer; and (iv) after such assignment or transfer the exclusive use of the Additional Assigned Parking Space(s) so assigned or transferred shall thereafter be appurtenant to the Unit designated in the assignment or transfer and, unless further

assigned or transferred in accordance with the provisions of this sentence, shall automatically accompany the transfer of the Unit to which it thereafter relates.

4. Article III, paragraph 18 shall be amended by adding thereto the following subparagraph (k):

(k) The power and authority to rent or lease to any Unit Owner or any designated tenant of a Unit Owner any Parking Spaces which are not Limited Common Areas for such term and upon such rental fee and other provisions as the Management Committee shall determine to help defray the maintenance and other costs of the Common Areas or the other expenses of the Association.

5. The second paragraph of Article III, paragraph 21(c) shall be amended to read as follows:

Each time the legal title to a Unit passes from one person to another, within thirty (30) days after the title transfer, the new Unit Owner shall pay to the Association the sum of \$250.00. Each time the exclusive use of an Additional Assigned Parking Space is assigned or transferred from one person to another, then concurrently with the notice to be given the Association as provided in Article III, paragraph 4(a)(ii) above, the transferee shall pay to the Association the sum of \$50.00. Such funds shall become part of the Association's general fund and shall be used for such purposes as the Committee may determine. The provisions governing annual assessments shall apply to the collection of the foregoing transfer fees.

6. Article III, paragraph 27 shall be amended to read as follows:

27. Amendment. Except for an Amendment to Exhibit "E" to reflect the assignment or transfer of Additional Assigned Parking Spaces, the vote of at least 51% of the Percentage Interest of the Unit Owners, in person or represented by proxy at a meeting of the Association at which a quorum is present, shall be required to amend this Declaration or the Map. The Management Committee, at such times as in its discretion, shall deem it appropriate and without the vote or consent of the Unit Owners, is authorized to amend Exhibit E to this Declaration to reflect the assignment or transfer of Additional Assigned Parking Spaces. 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 any vote required by this Paragraph for amendment has occurred.

7. The second sentence of Article III, paragraph 30(g) shall be amended to read as follows:

No Unit Owner may lease less than the entire Unit and no Unit Owner may lease any parking space which is a Limited Common Area appurtenant to his or her Unit except to another Unit Owner or to a designated tenant of a Unit Owner which leased use shall be for the use of such Unit Owner or tenant to whom it is leased and shall otherwise conform to the terms of this Declaration.

8. In accordance with the provisions of Article III, paragraph 29 the Management Committee hereby designates David D. Jeffs, whose address is 90 North 1200 East, Provo, Utah 84601, as the person to receive service of process as authorized in the Declaration or in the Act.

9. Article III, paragraph 1 of Exhibit "D" to the Declaration, which Exhibit "D" are the Bylaws of the Willowbrook Hill Condominiums of Provo, shall be amended by adding at the end thereof the following sentence:

The Committee shall have the power and authority to rent or lease to any Unit Owner or to any designated tenant of a Unit Owner any Parking Spaces which are not Limited Common Areas for such term and upon such rental fee and other provisions as the Committee shall determine to help defray the maintenance and other costs of the Common Areas or the other expenses of the Association.

10. The Declaration shall be amended by adding thereto Exhibit "E", attached hereto and by reference incorporated herein, which sets forth the Additional Assigned Parking Spaces and the Units to which they are appurtenant.

IN WITNESS WHEREOF, the Management Committee of Willowbrook Hill Condominiums of Provo has executed this Amendment to the Declaration this 10 day of September, 2002 after the vote or consent of 51% of the Percentage Interests of the Unit Owners of the Willow brook Hill Condominiums of Provo.

Willowbrook Hill Condominiums of Provo Association

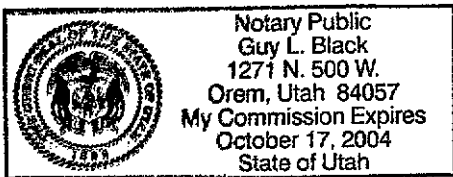
By: The Management Committee thereof

By: Sherie Rogde  
Sherie Rogde  
Management Committee Member

By: Wesley Black  
Wesley Black  
Management Committee Member

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

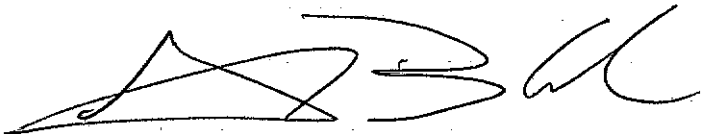
On the 10 day of September, 2002 personally appeared before me, Sherie Rogde, who, being by me duly sworn, did say that she is a member of the Management Committee of the Willowbrook Hill Condominiums of Provo, that the within and foregoing instrument was signed on behalf of the Willowbrook Hill Condominiums of Provo by authority of the Declaration and after the vote or consent of 51% of the Percentage Interests of the Unit Owners of the Willowbrook Hill Condominiums of Provo.



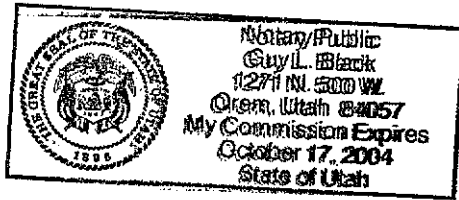
[Signature]  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

On the 10 day of September, 2002 personally appeared before me, Wesley Black who, being by me duly sworn, did say that he is a member of the Management Committee of the Willowbrook Hill Condominiums of Provo, that the within and foregoing instrument was signed on behalf of the Willowbrook Hill Condominiums of Provo by authority of the Declaration and after the vote or consent of 51% of the Percentage Interests of the Unit Owners of the Willowbrook Hill Condominiums of Provo.



Notary Public



**LEGAL DESCRIPTION  
FOR  
WILLOWBROOK HILL CONDOMINIUMS**

**Units** 1A1, 1A2, 1A3, 1B1, 1B2, 1B3, 1C1, 1C2, 1C3, 1D1, 1D2, 1D3; 2A1, 2A2, 2A3, 2B1, 2B2, 2B3, 2C1, 2C2, 2C3, 2D1, 2D2, 2D3; 3A1, 3A2, 3A3, 3B1, 3B2, 3B3, 3C1, 3C2, 3C3, 3D1, 3D2, 3D3; 4A1, 4A2, 4A3, 4B1, 4B2, 4B3, 4C1, 4C2, 4C3, 4D1, 4D2, 4D3; 5A1, 5A2, 5A3, 5B1, 5B2, 5B3, 5C1, 5C2, 5C3, 5D1, 5D2, 5D3; 6A1, 6A2, 6A3, 6B1, 6B2, 6B3, 6C1, 6C2, 6C3, 6D1, 6D2, 6D3; 7A1, 7A2, 7A3, 7B1, 7B2, 7B3, 7C1, 7C2, 7C3, 7D1, 7D2, 7D3 contained within **Phase I** of the **WILLOWBROOK HILL CONDOMINIUMS** of Provo as the same is identified in the Record of Survey Map recorded in Utah County, Utah, as Map No. 2471, and in the Declaration of Condominium of the Willowbrook Hill Condominiums of Provo recorded in Utah County, Utah, as Entry No. 38573, in Book 1781, at Pages 571-619 (as said Declaration may have been amended or supplemented).

**Units** 8A1, 8A2, 8A3, 8B1, 8B2, 8B3, 8C1, 8C2, 8C3, 8D1, 8D2, 8D3; 9A1, 9A2, 9A3, 9B1, 9B2, 9B3, 9C1, 9C2, 9C3, 9D1, 9D2, 9D3; 10A1, 10A2, 10A3, 10B1, 10B2, 10B3, 10C1, 10C2, 10C3, 10D1, 10D2, 10D3; 11A1, 11A2, 11A3, 11B1, 11B2, 11B3, 11C1, 11C2, 11C3, 11D1, 11D2, 11D3; 12A1, 12A2, 12A3, 12B1, 12B2, 12B3, 12C1, 12C2, 12C3, 12D1, 12D2, 12D3; 13A1, 13A2, 13A3, 13B1, 13B2, 13B3, 13C1, 13C2, 13C3, 13D1, 13D2, 13D3 contained within **Phase II** of the **WILLOWBROOK HILL CONDOMINIUMS** of Provo as the same is identified in the Record of Survey Map recorded in Utah County, Utah, as Map No. 2570, and in the First Supplementary Declaration of Condominium of Willowbrook Hill Condominium Project recorded in Utah County, Utah, as Entry No. 25600 in Book 1850 at Page 79, (as said Declaration may have hereafter been amended or supplemented).

Exhibit E  
 Additional Assigned Parking Spaces of  
 Willowbrook Hill Condominiums of Provo

Unit	Address	Additional Space(s)	Storage Shed(s)
1A2	1784 Willowbrook Dr	62	
1C2	1785 Willowbrook Dr	66	
1D2	1787 Willowbrook Dr	E	
1D3	1791 Willowbrook Dr	57	
2A2	1744 Willowbrook Dr	103	48
2A3	1748 Willowbrook Dr	45	
2B2	1746 Willowbrook Dr	43	
2B3	1750 Willowbrook Dr	41	
2C1	1741 Willowbrook Dr	53	
2C2	1745 Willowbrook Dr	52	
2D1	1743 Willowbrook Dr	47	
2D3	1751 Willowbrook Dr	39	
3A1	1701 Hickory Lane	37	
3B3	1711 Hickory Lane	51	
3D1	1702 Hickory Lane	48	
4A3	1768 Willowbrook Dr	91	
4C1	1761 Willowbrook Dr	80	
4C2	1765 Willowbrook Dr	81	
4D1	1763 Willowbrook Dr	79	
5A1	1721 Willowbrook Dr	100	
5A2	1725 Willowbrook Dr	102	
5A3	1729 Willowbrook Dr	101	
5C1	1720 Willowbrook Dr	50	
5D1	1722 Willowbrook Dr	90	
5D3	1730 Willowbrook Dr	49	
6A2	1685 Hickory Lane	112	
6A3	1689 Hickory Lane	106	
6B2	1687 Hickory Lane	121	47
6C3	1688 Hickory Lane	128	
7A2	1675 Woodland Dr	127	85
7A3	1679 Woodland Dr	126	
7B1	1673 Woodland Dr	154	
7B2	1677 Woodland Dr	206	
7C2	1674 Woodland Dr	136	
8A1	1651 North Woodland Dr	161	
8A3	1659 North Woodland Dr	158	
8C3	1658 North Woodland Dr	160	
9A1	1630 North Woodland Dr	180	181 143,144
9A2	1634 North Woodland Dr	171	
9A3	1638 North Woodland Dr	173	
9B3	1640 North Woodland Dr	174	
9C1	1631 North Woodland Dr	164	140
9C3	1639 North Woodland Dr	177	
9D3	1641 North Woodland Dr	56	
10A2	1674 North Hickory Lane	55	
10A3	1678 North Hickory Lane	221	156
10B1	1672 North Hickory Lane	A	
10C1	1671 North Hickory Lane	60	
10D1	1673 North Hickory Lane	61	
11A3	1656 Hickory Lane	120	G
11C2	1653 Hickory Lane	38	N
11C3	1657 Hickory Lane	179	129
11D3	1659 Hickory Lane	254	
12A2	1665 North Willowbrook Dr	246	
12A3	1669 North Willowbrook Dr	260	

Exhibit E  
Additional Assigned Parking Spaces of  
Willowbrook Hill Condominiums of Provo

Unit	Address	Additional Space(s)	Storage Shed(s)
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12B1	1663	North Willowbrook Dr	65		
12C3	1668	North Willowbrook Dr	159		
13A1	1640	North Willowbrook Dr	253		
13A3	1648	North Willowbrook Dr	244		
13C2	1645	North Willowbrook Dr	137		
13C3	1649	North Willowbrook Dr	178		130
13D3	1651	North Willowbrook Dr	234A	234B	