

1 AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
 2 RESTRICTIONS FOR TODD TOWN HOUSES PLANNED UNIT DEVELOPMENT
 3

4 This Amended Declaration of Covenants, Conditions, and
 5 Restrictions hereinafter called "Amended Declaration," is made and executed
 6 in Utah County, State of Utah, this 16th day of September, 1972, by Ralph
 7 Britsch, general partner of Todd Town Houses, a partnership hereinafter called
 8 "Declarant," pursuant to the provisions of the Utah Condominium Ownership
 9 Act and the Rules and Regulations of Orem City, Utah County, Utah.

10 This Amended Declaration hereby amends the original Declara-
 11 tion of Todd Town Houses recorded on the 4th day of February, 1972, in book
 12 1528, page 216-237-2 recorded at the Utah County Recorder's office in Provo,
 13 Utah County, Utah, except as herein amended, the terms contained in the
 14 original Declaration shall still remain in full force and effect.

15 WITNESSETH:

16 WHEREAS, Declarant is the owner of certain real property
 17 located in Utah County, State of Utah, and more particularly described as
 18 follows:

19 Commencing at a point 2020.60 feet North and 29.22 feet East
 20 from the South Quarter Corner of Section 11, Township 6 South,
 21 Range 2 East, Salt Lake Base and Meridian; thence North 0°19'
 22 West along the East boundary of 400 East Street, Orem, Utah,
 23 543.25 feet; thence South 89°28' East 322.26 feet; thence South
 24 543.22 feet; thence North 89°38' West 319.26 feet to the point
 25 of beginning. Area = 4.00 acres, except lot Nos. 12 and 1 of
 26 Todd Town Houses Planned Unit Development.

27 and

28 WHEREAS, Declarant is the owner of certain Townhouse
 29 buildings and certain other improvements heretofore constructed upon the
 30 aforesaid premises which property constitutes a "Condominium Project" under
 31 the terms of the provisions of the Utah Condominium Ownership Act, (Title 57,
 32 Chapter 8, Utah Code Annotated, 1953), and it is the desire and the intention of
 33 the Declarant to divide the project into condominiums and to sell and convey
 34 the same to various purchasers, subject to the covenants, conditions, and
 35 restrictions herein reserved to be kept and observed; and

36 WHEREAS, on the 4th day of February, 1972, Declarant filed
 37 for record in the office of the County Recorder of Utah County, State of Utah, a
 38 certain instrument entitled "Record of Todd Town Houses Plat "A"," herein-
 39 after referred to as "Map," which Map is filed of record herewith; and on the
 40 26th day of September, 1972, Declarant filed an Amended Record of Todd
 41 Town Houses, Plat B and Plat C hereinafter referred to as
 42 "Amended Map;" and

43 WHEREAS, Declarant desires and intends by filing this Declara-
 44 tion and the aforesaid Map to submit the above described property and the
 45 Townhouse buildings and other improvements constructed thereon, together with
 46 all appurtenances thereto, to the provisions of the aforesaid act as a condominium
 47 project and to impose upon said property mutually beneficial restrictions under

1 AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
 2 RESTRICTIONS FOR TODD TOWN HOUSES PLANNED UNIT DEVELOPMENT
 3

4 This Amended Declaration of Covenants, Conditions, and
 5 Restrictions hereinafter called "Amended Declaration," is made and executed
 6 in Utah County, State of Utah, this 16th day of September, 1972, by Ralph
 7 Britsch, general partner of Todd Town Houses, a partnership hereinafter called
 "Declarant," pursuant to the provisions of the Utah Condominium Ownership
 Act and the Rules and Regulations of Orem City, Utah County, Utah.

8 This Amended Declaration hereby amends the original Declara-
 9 tion of Todd Town Houses recorded on the 4th day of February, 1972, in book
 10 1528, page 216-237-2 recorded at the Utah County Recorder's office in Provo,
 Utah County, Utah, except as herein amended, the terms contained in the
 original Declaration shall still remain in full force and effect.

11 WITNESSETH:

12 WHEREAS, Declarant is the owner of certain real property
 13 located in Utah County, State of Utah, and more particularly described as
 14 follows:

15 Commencing at a point 2020.60 feet North and 29.22 feet East
 16 from the South Quarter Corner of Section 11, Township 6 South,
 17 Range 2 East, Salt Lake Base and Meridian; thence North $0^{\circ}19'$
 18 West along the East boundary of 400 East Street, Orem, Utah,
 543.25 feet; thence South $89^{\circ}28'$ East 322.26 feet; thence South
 19 543.22 feet; thence North $89^{\circ}38'$ West 319.26 feet to the point
 of beginning. Area = 4.00 acres, except lot Nos. 12 and 1 of
 Todd Town Houses Planned Unit Development.

20 and

21 WHEREAS, Declarant is the owner of certain Townhouse
 22 buildings and certain other improvements heretofore constructed upon the
 23 aforesaid premises which property constitutes a "Condominium Project" under
 24 the terms of the provisions of the Utah Condominium Ownership Act, (Title 57,
 Chapter 8, Utah Code Annotated, 1953), and it is the desire and the intention of
 25 the Declarant to divide the project into condominiums and to sell and convey
 the same to various purchasers, subject to the covenants, conditions, and
 restrictions herein reserved to be kept and observed; and

26 WHEREAS, on the 4th day of February, 1972, Declarant filed
 27 for record in the office of the County Recorder of Utah County, State of Utah, a
 28 certain instrument entitled "Record of Todd Town Houses Plat 'A'," herein-
 after referred to as "Map," which Map is filed of record herewith; and on the
 29 26th day of September, 1972, Declarant filed an Amended Record of Todd
 Town Houses, Plat B and Plat C hereinafter referred to as
 30 "Amended Map;" and

31 WHEREAS, Declarant desires and intends by filing this Declara-
 32 tion and the aforesaid Map to submit the above described property and the
 Townhouse buildings and other improvements constructed thereon, together with
 all appurtenances thereto, to the provisions of the aforesaid act as a condominium
 project and to impose upon said property mutually beneficial restrictions under

1 a general plan of improvements for the benefit of all of said condominiums and
2 the owners thereof,

3 NOW, THEREFORE, the Declarant does hereby publish and declare
4 that all of the property described above is held and shall be held, conveyed,
5 hypothicated, encumbered, leased, rented, used, occupied, and improved
6 subject to the following covenants, conditions, restrictions, uses, limitations,
7 and obligations, all of which are declared and agreed to be in furtherance of a
8 plan for the improvement of said property and the division thereof unto
9 condominiums, and shall be deemed to run with the land and shall be a burden
10 and a benefit to Declarant, its successors, assigns, and any person acquiring
11 or owning an interest in the real property and improvements, their grantees,
12 successors, heirs, executors, administrators, devisees, and assigns,

13 1. Definitions: Certain terms as used in this Declaration shall be
14 defined as follows, unless the context clearly indicates a different meaning
15 therefor:

16 (a) "Declarant" shall mean Todd Town Houses, a partnership
17 which has made and executed this Declaration;

18 (b) "Declaration" shall mean this instrument by which the
19 Todd Town Houses Project is established as provided for under the
20 Utah Condominium Ownership Act;

21 (c) "Project" shall mean the entire parcel of real property
22 referred to in this Declaration to be divided into condominiums,
23 including all structures thereon as set forth in this Declaration and
24 its amendments;

25 (d) "Map" shall mean the Record of Todd Town Houses
26 Plat "A" filed for record herewith by Declarant;

27 (e) "Amended Map" shall mean the record of Todd Town
28 Houses Plats B and C filed for record herewith by Declarant;

29 (f) "Unit" shall mean the elements of a condominium which
30 are not owned in common with the Owners of other condominiums in
31 the project as shown on the Map. The boundary lines of each Unit
32 are the interior surfaces of its perimeter walls, bearing walls,
basement floors, top story ceilings, windows and window frames,
doors and door frames, and trim, and includes both the portions
of the building so described and the air spaces so encompassed;

(g) "Common Area" shall mean all land and all portions of
the property not located within any Unit; and also includes, but not by
way of limitations, roofs, foundations, pipes, ducts, flues, chutes,
conduits, wires, and other utility installations to the outlets, bearing
walls, perimeter walls, columns and girders, to the interior
surfaces thereof, regardless of location, greens, gardens, balconies,
patios, carports, storage sheds, service streets, and parking areas,
recreational green and facilities, tot lots, all installations of power,
lights, gas, hot and cold water and heating existing for common use
and all other parts of the property necessary or convenient to its
existence, maintenance and safety, or normally common use;

1 a general plan of improvements for the benefit of all of said condominiums and
2 the owners thereof,

3 NOW, THEREFORE, the Declarant does hereby publish and declare
4 that all of the property described above is held and shall be held, conveyed,
5 hypothecated, encumbered, leased, rented, used, occupied, and improved
6 subject to the following covenants, conditions, restrictions, uses, limitations,
7 and obligations, all of which are declared and agreed to be in furtherance of a
8 plan for the improvement of said property and the division thereof unto
9 condominiums, and shall be deemed to run with the land and shall be a burden
10 and a benefit to Declarant, its successors, assigns, and any person acquiring
11 or owning an interest in the real property and improvements, their grantees,
12 successors, heirs, executors, administrators, devisees, and assigns,

13 1. Definitions: Certain terms as used in this Declaration shall be
14 defined as follows, unless the context clearly indicates a different meaning
15 therefor:

16 (a) "Declarant" shall mean Todd Town Houses, a partnership
17 which has made and executed this Declaration;

18 (b) "Declaration" shall mean this instrument by which the
19 Todd Town Houses Project is established as provided for under the
20 Utah Condominium Ownership Act;

21 (c) "Project" shall mean the entire parcel of real property
22 referred to in this Declaration to be divided into condominiums,
23 including all structures thereon as set forth in this Declaration and
24 its amendments;

25 (d) "Map" shall mean the Record of Todd Town Houses
26 Plat "A" filed for record herewith by Declarant;

27 (e) "Amended Map" shall mean the record of Todd Town
28 Houses Plats B and C filed for record herewith by Declarant;

29 (f) "Unit" shall mean the elements of a condominium which
30 are not owned in common with the Owners of other condominiums in
31 the project as shown on the Map. The boundary lines of each Unit
32 are the interior surfaces of its perimeter walls, bearing walls,
33 basement floors, top story ceilings, windows and window frames,
34 doors and door frames, and trim, and includes both the portions
35 of the building so described and the air spaces so encompassed;

36 (g) "Common Area" shall mean all land and all portions of
37 the property not located within any Unit; and also includes, but not by
38 way of limitations, roofs, foundations, pipes, ducts, flues, chutes,
39 conduits, wires, and other utility installations to the outlets, bearing
40 walls, perimeter walls, columns and girders, to the interior
41 surfaces thereof, regardless of location, greens, gardens, balconies,
42 patios, carports, storage sheds, service streets, and parking areas,
43 recreational green and facilities, tot lots, all installations of power,
44 lights, gas, hot and cold water and heating existing for common use
45 and all other parts of the property necessary or convenient to its
46 existence, maintenance and safety, or normally common use;

1 (h) "Condominium" shall mean the entire estate in the real
2 property owned by any Owner, consisting of an undivided interest in
the Common Area and ownership of a separate interest in a Unit;

3 (i) "Owner" shall mean any person with an ownership interest
4 in a condominium in the project;

5 (j) "Management Committee" shall mean the governing body of
6 the Project elected pursuant to paragraph 7 hereof;

7 (k) "Manager" shall mean the person or firm designated by
8 the Management Committee to manage the affairs of the Project;

9 (l) "Mortgage" shall mean a deed of trust and a real estate
contract as well as a mortgage;

10 (m) "Mortgagee" shall mean a beneficiary under or holder of
11 a deed of trust or a real estate contract as well as a mortgagee;

12 (n) "Record" means to file of record with the office of the
County Recorder of Utah County, State of Utah;

13 (o) "Condominium Act" shall mean the Utah Condominium
14 Ownership Act (Title 57, Chapter 8, Utah Code Annotated, 1953);

15 (p) Exhibit "A" and "Amended Exhibit "A" shall be used inter-
16 changeably and refers to the current exhibit recorded with the Utah
County Recorder.

17
18 2. Project. The condominium project shall consist of eight (8)
19 apartment home buildings, and carports as shown by the Map recorded here-
upon the land described above.

20
21 3. Apartment Units. To establish a plan of condominium ownership
22 for said condominium project, the condominium project is hereby divided into
23 the apartment units described in Exhibit "A" attached hereto and by reference
24 made a part hereof, which apartment units, together with their appurtenant
interests in the common areas and facilities and limited common areas and
facilities shall constitute separate freehold estates for all purposes provided
by the said Act.

25 Amended 3a. Rights Granted to Orem, City with Respect to Main-
26 tenance. In the event of any failure, at any time, on the part of the Association
27 or the Owners to properly maintain the Common Facilities, including the streets,
28 water system, sewer system, and park area, at a level which is at least as
29 high as the standards and practices followed by Orem City Corporation, a Utah
30 municipal corporation (hereinafter "Orem City"), then and in that event Orem
31 City shall have the right, but not the obligation, to provide such maintenance
32 and to thereupon succeed to and exercise any and all rights including lien rights
which are granted hereunder to the association, with respect to maintenance
and the making and collecting of assessments from the Owners for their prop-
ortionate share of such assessments, which assessments shall be and constitute
a portion of the Common Expenses. Any such assessment may include a
reasonable fee for the services of Orem City in providing any such maintenance.

1 (h) "Condominium" shall mean the entire estate in the real
2 property owned by any Owner, consisting of an undivided interest in
the Common Area and ownership of a separate interest in a Unit;

3 (i) "Owner" shall mean any person with an ownership interest
4 in a condominium in the project;

5 (j) "Management Committee" shall mean the governing body of
6 the Project elected pursuant to paragraph 7 hereof;

7 (k) "Manager" shall mean the person or firm designated by
the Management Committee to manage the affairs of the Project;

8 (l) "Mortgage" shall mean a deed of trust and a real estate
9 contract as well as a mortgage;

10 (m) "Mortgagee" shall mean a beneficiary under or holder of
11 a deed of trust or a real estate contract as well as a mortgagee;

12 (n) "Record" means to file of record with the office of the
County Recorder of Utah County, State of Utah;

13 (o) "Condominium Act" shall mean the Utah Condominium
14 Ownership Act (Title 57, Chapter 8, Utah Code Annotated, 1953);

15 (p) Exhibit "A" and "Amended Exhibit "A" shall be used inter-
16 changeably and refers to the current exhibit recorded with the Utah
County Recorder.

17 2. **Project.** The condominium project shall consist of eight (8)
18 apartment home buildings, and carports as shown by the Map recorded here-
19 with, constructed principally of brick, concrete, steel, and glass, located
upon the land described above.

20 3. **Apartment Units.** To establish a plan of condominium ownership
21 for said condominium project, the condominium project is hereby divided into
22 the apartment units described in Exhibit "A" attached hereto and by reference
23 made a part hereof, which apartment units, together with their appurtenant
24 interests in the common areas and facilities and limited common areas and
facilities shall constitute separate freehold estates for all purposes provided
by the said Act.

25 Amended 3a. Rights Granted to Orem City with Respect to Main-
26 tenance. In the event of any failure, at any time, on the part of the Association
or the Owners to properly maintain the Common Facilities, including the streets,
27 water system, sewer system, and park area, at a level which is at least as
high as the standards and practices followed by Orem City Corporation, a Utah
28 municipal corporation (hereinafter "Orem City"), then and in that event Orem
City shall have the right, but not the obligation, to provide such maintenance
29 and to thereupon succeed to and exercise any and all rights including lien rights,
which are granted hereunder to the association, with respect to maintenance
30 and the making and collecting of assessments from the Owners for their prop-
ortionate share of such assessments, which assessments shall be and constitute
31 a portion of the Common Expenses. Any such assessment may include a
32 reasonable fee for the services of Orem City in providing any such maintenance.

1 Orem City shall have the right at reasonable times to inspect any part of the
2 Common Facilities to determine the state of their maintenance.

3 Amended 3b. Open Space Easement. Orem City is hereby granted
4 an open space easement over all open spaces in the Project as shown on said
5 Plan and Orem City is hereby granted the right to review and reasonably
6 approve any and all amendments and supplements relating to said Plat and this
7 Declaration as well as any construction of future improvements upon or relating
8 to the Common Facilities.

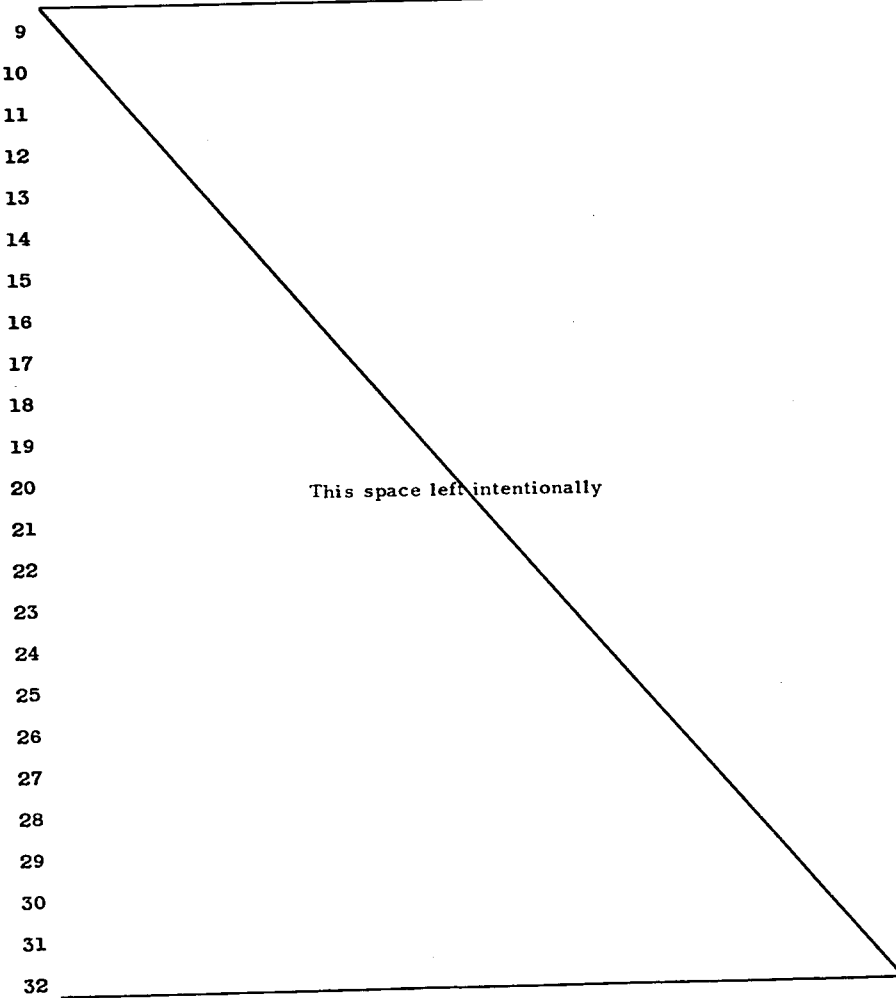
9 Amended 3c. Garbage Disposal Service. Each Owner of a Unit in
10 the Project shall be required to subscribe to Orem City's garbage disposal
11 service.

12
13
14
15
16
17
18
19
20 This space left intentionally
21
22
23
24
25
26
27
28
29
30
31
32

1 Orem City shall have the right at reasonable times to inspect any part of the
2 Common Facilities to determine the state of their maintenance.

3 Amended 3b. Open Space Easement. Orem City is hereby granted
4 an open space easement over all open spaces in the Project as shown on said
5 Plan and Orem City is hereby granted the right to review and reasonably
6 approve any and all amendments and supplements relating to said Plat and this
7 Declaration as well as any construction of future improvements upon or relating
8 to the Common Facilities.

9 Amended 3c. Garbage Disposal Service. Each Owner of a Unit in
10 the Project shall be required to subscribe to Orem City's garbage disposal
11 service.



BOOK 1294 PAGE 216

1 common expenses, shall obtain an audit of all books and records pertaining to
2 the project at no greater than annual intervals and furnish copies thereof to
3 the Owners.

3 32. Interpretation. The provisions of this Declaration shall be liber-
4 ally construed to effectuate its purpose of creating a uniform plan for the
5 development and operation of a condominium project. Failure to enforce any
6 provision hereof shall not constitute a waiver of the right to enforce said
7 provision or any other provision hereof.

7 33. Amendment. Except as otherwise provided herein, the provisions
8 of this Amended Declaration may be amended by an instrument in writing signed
9 and acknowledged by record Owners holding seventy-five percent (75%) of the
10 total vote hereunder, which amendment shall be effective upon recordation in
11 the Office of the Recorder of Utah County, State of Utah.

10 34. Severability. The provisions hereof shall be deemed independent
11 and severable, and the invalidity or partial invalidity or unenforceability of
12 any one provision or portion thereof shall not affect the validity or enforce-
13 ment of any other provision hereof.

13 35. Effective Date. This Amended Declaration shall take effect upon
14 recording.

15 IN WITNESS WHEREOF, the undersigned has executed this instrument
16 this 16th day of September, 1972.

17 TODD TOWN HOUSES

18 By: Ralph A. Butsch
19 President

20 ATTEST:

21
22
23 Mattie C. Butsch
24 Secretary

1 common expenses, shall obtain an audit of all books and records pertaining to
2 the project at no greater than annual intervals and furnish copies thereof to
3 the Owners.

3 32. Interpretation. The provisions of this Declaration shall be liber-
4 ally construed to effectuate its purpose of creating a uniform plan for the
5 development and operation of a condominium project. Failure to enforce any
6 provision hereof shall not constitute a waiver of the right to enforce said
7 provision or any other provision hereof.

7 33. Amendment. Except as otherwise provided herein, the provisions
8 of this Amended Declaration may be amended by an instrument in writing signed
9 and acknowledged by record Owners holding seventy-five percent (75%) of the
10 total vote hereunder, which amendment shall be effective upon recordation in
11 the Office of the Recorder of Utah County, State of Utah.

10 34. Severability. The provisions hereof shall be deemed independent
11 and severable, and the invalidity or partial invalidity or unenforceability of
12 any one provision or portion thereof shall not affect the validity or enforce-
13 ment of any other provision hereof.

13 35. Effective Date. This Amended Declaration shall take effect upon
14 recording.

15 IN WITNESS WHEREOF, the undersigned has executed this instrument
16 this 16th day of September, 1972.

17 TODD TOWN HOUSES

18 By Ralph A. Britsch
19 President

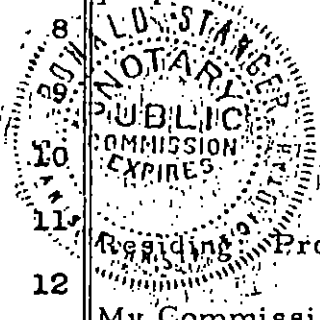
20 ATTEST:

21
22
23 Arnette C. Britsch
Secretary

1 STATE OF UTAH)

2) ss
3 COUNTY OF UTAH)

4 On this 16th day of September, 1972, personally appeared before me,
5 a notary public in and for said County and State, Ralph A. Britsch, and
6 Dorothy C. Britsch, known to me to be the President and Secretary respectively
7 of the Partnership that executed the foregoing instrument and upon oath, did
8 depose that the signatures to said instrument were made by officers of said
9 Partnership as indicated after said signatures; and that the said Partnership
10 executed the said instrument freely and voluntarily and for the uses and
11 purposes therein mentioned.



Ralph A. Britsch

NOTARY PUBLIC

12 Residing in Provo, Utah

13 My Commission Expires: 9/24/74

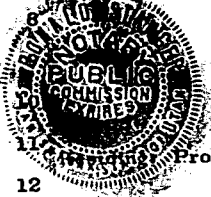
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1 STATE OF UTAH)

: ss

2 COUNTY OF UTAH)

3 On this 16th day of September, 1972, personally appeared before me,
4 a notary public in and for said County and State, Ralph A. Britsch, and
5 Dorothy C. Britsch, known to me to be the President and Secretary respectively
6 of the Partnership that executed the foregoing instrument and upon oath, did
7 depose that the signatures to said instrument were made by officers of said
8 Partnership as indicated after said signatures; and that the said Partnership
9 executed the said instrument freely and voluntarily and for the uses and
10 purposes therein mentioned.



Ralph A. Britsch
NOTARY PUBLIC

11 Provo, Utah
12 My Commission Expires: 9/24/74

- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32

AMENDED

DEED

TODD TOWN HOUSES, a partnership, GRANTOR, hereby conveys
and warrants to _____

GRANTEE(S),

of _____

FOR THE SUM OF Ten and No/100 Dollars, and other good and valuable
consideration, Apartment _____, Building _____ of TODD TOWN
HOUSES, a condominium project under the Condominium Ownership Act of the
State of Utah, as the same is shown by the Record of Survey Map duly recorded
in the office of the Recorder in and for Utah County, Utah on the _____ day of
_____, 197____, and which condominium project is located upon the following
described real property situate in Utah County, Utah:

Commencing at a point 2020.60 feet North and 29.22 feet East
from the South Quarter Corner of Section 11, Township 6 South,
Range 2 East, Salt Lake Base and Meridian; thence North $0^{\circ}19'$
West along the East boundary of 400 East Street, Orem, Utah,
543.25 feet; thence South $89^{\circ}38'$ East 322.26 feet; thence
South 543.22 feet; thence North $89^{\circ}38'$ West 319.26 feet to the
point of beginning. Area = 4.00 acres, except lot Nos. 12 and 1
of Todd Town Houses Planned Unit Development.

TOGETHER WITH the exclusive use of limited common areas and
facilities appurtenant to said apartment, and together with an undivided _____
percent (_____ %) interest in and to the common areas and facilities of
said condominium project.

SUBJECT TO the Declaration and By-Laws pertaining to said
condominium project, recorded in Book _____, pages _____ in the office
of the Utah County Recorder on the _____ day of _____, 197____, and
subject further to such change or changes in ownership interests in common
areas and facilities as may occur from the addition of other land and apartment
units to the condominium project pursuant to said Declaration.

SUBJECT ALSO to current taxes, assessments, and easements, and
also to the following mortgages and/or encumbrances:

The benefits and obligations hereunder shall inure to and be binding
upon the heirs, executors, administrators, successors, and assigns of the
respective parties hereto.

BOOK 3294 PAGE 219

AMENDED

DEED

TODD TOWN HOUSES, a partnership, GRANTOR, hereby conveys
and warrants to _____

GRANTEE(S),

of _____,

FOR THE SUM OF Ten and No/100 Dollars, and other good and valuable
consideration, Apartment _____, Building _____ of TODD TOWN
HOUSES, a condominium project under the Condominium Ownership Act of the
State of Utah, as the same is shown by the Record of Survey Map duly recorded
in the office of the Recorder in and for Utah County, Utah on the _____ day of
_____, 197____, and which condominium project is located upon the following
described real property situate in Utah County, Utah:

Commencing at a point 2020.60 feet North and 29.22 feet East
from the South Quarter Corner of Section 11, Township 6 South,
Range 2 East, Salt Lake Base and Meridian; thence North 0°19'
West along the East boundary of 400 East Street, Orem, Utah,
543.25 feet; thence South 89°38' East 322.26 feet; thence
South 543.22 feet; thence North 89°38' West 319.26 feet to the
point of beginning. Area = 4.00 acres, except lot Nos. 12 and 1
of Todd Town Houses Planned Unit Development.

TOGETHER WITH the exclusive use of limited common areas and
facilities appurtenant to said apartment, and together with an undivided _____
percent (_____%) interest in and to the common areas and facilities of
said condominium project.

SUBJECT TO the Declaration and By-Laws pertaining to said
condominium project, recorded in Book _____, pages _____ in the office
of the Utah County Recorder on the _____ day of _____, 197____, and
subject further to such change or changes in ownership interests in common
areas and facilities as may occur from the addition of other land and apartment
units to the condominium project pursuant to said Declaration.

SUBJECT ALSO to current taxes, assessments, and easements, and
also to the following mortgages and/or encumbrances:

The benefits and obligations hereunder shall inure to and be binding
upon the heirs, executors, administrators, successors, and assigns of the
respective parties hereto.

BOOK 1294 PAGE 219

IN WITNESS WHEREOF, the Grantor has caused its name and seal to be affixed by its duly authorized officers this _____ day of _____, 19__.

TODD TOWN HOUSES
A Partnership

By Ralph A. Kirtland 151
President

ATTEST:

Donatly C. Lutzsch
Secretary

STATE OF UTAH)
 : 88
COUNTY OF UTAH)

On the _____ day of _____, A.D., 197__, personally appeared before me, _____ and _____, who being by me duly sworn, did depose and say each for himself that he the said _____ is the President, and he the said _____ is the Secretary of TODD TOWN HOUSES, a partnership, and that the within and foregoing instrument was signed in behalf of said partnership by authority of a resolution of its Board of Directors and the said _____ and _____ each duly acknowledged to me that said partnership executed the same and that the seal affixed is the seal of said partnership.

Leona Wang 151
NOTARY PUBLIC
Residing at Provo Utah
My Commission Expires 9-24-74

BOOK 1294 PAGE 220

IN WITNESS WHEREOF, the Grantor has caused its name and seal to be affixed by its duly authorized officers this _____ day of _____, 19__.

TODD TOWN HOUSES
A Partnership

By *Ralph A. Birtch* 151
President

ATTEST:

Orally C. Saitch
Secretary

STATE OF UTAH)
 : ss
COUNTY OF UTAH)

On the _____ day of _____, A. D., 197__, personally appeared before me, _____ and _____, who being by me duly sworn, did depose and say each for himself that he the said _____ is the President, and he the said _____ is the Secretary of TODD TOWN HOUSES, a partnership, and that the within and foregoing instrument was signed in behalf of said partnership by authority of a resolution of its Board of Directors and the said _____ and _____ each duly acknowledged to me that said partnership executed the same and that the seal affixed is the seal of said partnership.

Leona Tang 151
NOTARY PUBLIC
Residing at *French Fork, Utah*
My Commission Expires *9-24-71*

BOOK 1294 PAGE 220

I/We hereby accept the foregoing Deed this _____ day of _____,
197____, A.D., and agree that the same is subject to the Declaration and By-Laws
herein referred to or as the same may have been lawfully amended.

BOOK 1294 PAGE 221

I/We hereby accept the foregoing Deed this _____ day of _____,
197 __, A.D., and agree that the same is subject to the Declaration and By-Laws
herein referred to or as the same may have been lawfully amended.

BOOK 1294 PAGE 221

AMENDED
EXHIBIT "A"

BOOK 12392 PAGE 222

Unit Designation	Carport Number	Approximate Number of Square Feet	Number of Rooms	Percentage of Ownership in Common area and Facilities (also determinative of Voting Rights and Pro Rata Shares of Common Expenses)	Location	General Description
Plat "A" Unit A	A	1206	5	4.08%	Ground floor, see Map.	One family apt. home residence, including exclusive use of carport, patio, storage area as shown on Map.
Plat "A" Unit B	B	1206	5	4.08%	Ground floor, see Map.	Same as above
Plat "A" Unit C	C	1206	5	4.08%	Ground floor, see Map.	Same as above.
Plat "A" Unit D	D	1206	5	4.08%	Ground floor, see Map.	Same as above.
Plat "A" Unit E	E	1206	5	4.08%	Ground floor, including basement and balcony, see Map.	Same as above.
Plat "A" Unit F	F	1206	5	4.08%	Ground floor, including basement and balcony, see Map.	Same as above.
Plat "A" Unit G	G	1206	5	4.08%	Ground floor, including basement and balcony, see Map.	Same as above.
Plat "A" Unit H	H	1206	5	4.08%	Ground floor, including basement and balcony, see Map.	Same as above.

AMENDED
EXHIBIT "A"

BOOK 1294 PAGE 222

Unit Designation	Carport Number	Approximate Number of Square Feet	Number of Rooms	Percentage of Ownership in Common area and Facilities (also determinative of Voting Rights and Pro Rata Shares of Common Expenses)	Location	General Description
Plat "A" Unit A	A	1206	5	4.08%	Ground floor, see Map.	One family apt. home residence, including exclusive use of carport, patio, storage area as shown on Map.
Plat "A" Unit B	B	1206	5	4.08%	Ground floor, see Map.	Same as above
Plat "A" Unit C	C	1206	5	4.08%	Ground floor, see Map.	Same as above.
Plat "A" Unit D	D	1206	5	4.08%	Ground floor, see Map.	Same as above.
Plat "A" Unit E	E	1206	5	4.08%	Ground floor, including basement and balcony, see Map.	Same as above.
Plat "A" Unit F	F	1206	5	4.08%	Ground floor, including basement and balcony, see Map.	Same as above.
Plat "A" Unit G	G	1206	5	4.08%	Ground floor, including basement and balcony, see Map.	Same as above.
Plat "A" Unit H	H	1206	5	4.08%	Ground floor, including basement and balcony, see Map.	Same as above.

AMENDED
EXHIBIT A

Unit Designation	Census Number	Approximate Number of Square Feet	Number of Rooms	Percentage of Common		Location	General Description
				Area in Common Area and Appurtenant Area (Referent to the Entire Building and Two Para Spaces of Common Enclosures)	Area in Common Area and Appurtenant Area (Referent to the Entire Building and Two Para Spaces of Common Enclosures)		
Plat "B" Unit A	A	1206	6	4.08%		Ground floor with base- ment. See Map.	One family apt. home residence, including exclusive use of car- port, patio, storage area as shown on Map.
Plat "B" Unit B	B	1206	6	4.08%		Top floor without base- ment. See Map.	Same as above.
Plat "B" Unit C	C	1206	6	4.08%		Ground floor with base- ment. See Map	Same as above.
Plat "B" Unit D	D	1206	6	4.08%		Top floor without base- ment. See Map	Same as above.
Plat "B" Unit E	E	1206	6	4.08%		Ground floor with base- ment. See Map	Same as above.
Plat "B" Unit F	F	1206	6	4.08%		Top floor without base- ment.	Same as above.

APPLICANTS
 BENJAMIN A.

Unit Designation	Area	Area	Area	Area	Area	Area	Area	Area
Plat "B" Unit A	A	1206	6	4.08%	Ground floor with basement. See Map.	One family apt. home residence, including exclusive use of carport, patio, storage area as shown on Map.		
Plat "B" Unit B	B	1206	6	4.08%	Top floor without basement. See Map.	Same as above.		
Plat "B" Unit C	C	1206	6	4.08%	Ground floor with basement. See Map.	Same as above.		
Plat "B" Unit D	D	1206	6	4.08%	Top floor without basement. See Map.	Same as above.		
Plat "B" Unit E	E	1206	6	4.08%	Ground floor with basement. See Map.	Same as above.		
Plat "B" Unit F	F	1206	6	4.08%	Top floor without basement.	Same as above.		

APPENDED
EXHIBIT A

PLATMENTS OF COMMONS
AND IN COMMONS OF THE
FARMERS TRUST ASSOCIATION
OF THE STATE OF CALIFORNIA AND
THE STATE BOARD OF COMMONS
(INCENSES)

Plat "C" Unit	Area	Number of Rooms	Percentage of Commons	Location	General Description
Plat "C" Unit A	A	1120	5	4.08%	Ground floor with full basement. See Map. Same as above.
Plat "C" Unit B	B	1120	5	4.08%	Ground floor with full basement. See Map. Same as above.
Plat "C" Unit C	C	1120	5	4.08%	Ground floor with full basement. See Map. Same as above.
Plat "C" Unit D	D	1120	5	4.08%	Ground floor with full basement. See Map. Same as above.
Plat "C" Unit E	E	1120	5	4.08%	Ground floor with full basement. See Map. Same as above.
Plat "C" Unit F	F	1120	5	4.08%	Ground floor with full basement. See Map. Same as above.
Plat "C" Unit G	G	1120	5	4.08%	Ground floor with full basement. See Map. Same as above.
Plat "C" Unit H	H	1120	5	4.08%	Ground floor with full basement. See Map. Same as above.

Plat	Unit	Area	Volume	Rate	Description	Remarks	
Plat "C"	Unit A	A	1120	5	4.08%	Ground floor with full basement. See Map.	Same as above.
Plat "C"	Unit B	B	1120	5	4.08%	Ground floor with full basement. See Map.	Same as above.
Plat "C"	Unit C	C	1120	5	4.08%	Ground floor with full basement. See Map.	Same as above.
Plat "C"	Unit D	D	1120	5	4.08%	Ground floor with full basement. See Map.	Same as above.
Plat "C"	Unit E	E	1120	5	4.08%	Ground floor with full basement. See Map.	Same as above.
Plat "C"	Unit F	F	1120	5	4.08%	Ground floor with full basement. See Map.	Same as above.
Plat "C"	Unit G	G	1120	5	4.08%	Ground floor with full basement. See Map.	Same as above.
Plat "C"	Unit H	H	1120	5	4.08%	Ground floor with full basement. See Map.	Same as above.

AMENDED
EXHIBIT A

Plat	Unit	Designation	Carport Number	Approximate Number of Square Feet	Number of Rooms	Percentage of Owner-ship in Common area and Facilities after determination of Voting Rights and Pro Rata Shares of Common Expenses	Location	General Description
Plat "C"	Unit I			1120	5	4.08%		Gar und floor with full basement. See Map.
Plat "C"	Unit J			1120	5	4.08%		Ground floor with full basement. See Map.

*84 East
100 South
Dover, Utah*

NINA B. REID
DEPUTY COUNTY RECORDER
8.14.97
ARS ING

1972 SEP 27 PM 5:00

RECORDED AT THE REQUEST OF
Ronald Stanger
PAGE 3000
15058

RECORDED
INDEXED A

Plat	Unit	Block	Lot	Area	Remarks
Plat "C" Unit I	I	1120	5	4.08%	Gap and floor with full basement. See Map.
Plat "C" Unit J	J	1120	5	4.08%	Ground floor with full basement. See Map.

*84.60 sq ft
100 sq ft
Snow, etc.*

NINA B. REID
DEPUTY COUNTY RECORDER
8/14/72

1972 SEP 27 PM 5:00

15058

RECORDED AT THE OFFICE OF

Handwritten signature