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

This Amended Declaration of Covenants, Conditions, and Restrictions hereinafter called "Amended Declaration." is made and executed in Utah County, State of Utah, this _____ day of _____, 1975, by Ralph 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.

This Second Amended Declaration hereby amends the amended Declaration of Todd Town Houses recorded on the 24th day of May, 1973, in Book 1258, Page 229 recorded at the Utah County Recorder's office in Provo, Utah County, Utah, except as herein amended, the terms contained in the amended Declaration shall still remain in full force and effect.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Utah County, State of Utah, hereinafter referred to as Parcel 1, and more particularly described as follows:

Commencing at a point located North 0°06'50" West along the one-quarter Section line 2292.72 feet and South 89°38'00" East 31.00 feet from the South one-quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°38'00" East 135.00 feet; thence South 0°19'00" East 159.93 feet; thence South 89°38'00" East 35.86 feet; thence North 159.92 feet; thence South 89°38'00" East 81.50 feet; thence North 4.02 feet; thence South 89°38'00" East 43.50 feet; thence South 238.94 feet; thence along the arc of a 10.00 foot radius curve to the right 14.77 feet (chord bearing and distance of said curve being South 45°11'00" West 14.9 feet); thence North 89°38'00" West 175.45 feet; thence the arc of a 10.00 foot radius curve to the right 15.59 feet (chord bearing and distance of said curve being North 44°58'30" West 14.05 feet); thence North 0°19'00" West 235.12 feet to the point of beginning. Area = 1.535 acres.

WHEREAS, Declarant is the owner of certain Townhouse buildings and certain other improvements heretofore constructed upon the aforesaid premises which property constitutes a "Condominium Project" under 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 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

WHEREAS, Declarant is the owner of certain other real property located in Utah County, State of Utah hereinafter referred to as Parcel 2 and more particularly described as follows:

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Commencing at a point located North 0°06'50" West along the one quarter Section line 2292.72 feet and South 89°38'00" East 31.00 feet from the South one-quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°19'00" West 239.13 feet; thence along the arc of a 10.00 foot radius curve to the right 15.83 feet (chord bearing and distance of said curve being North 45°01'30" East 14.23 feet); thence South 89°38'00" East 102.88 feet; thence South 0°19'00" East 249.25 feet; thence North 89°38'00" West 113.00 feet to the point of beginning. Area 0.646 acre.

Commencing at a point located North 0°16'50" West along the one-quarter Section line 2292.72 feet and South 89°38'00" East 202.74 feet from the South one-quarter corner of Section 11, Township 6 South, Range 2 East Salt Lake Base and Meridian; thence North 249.23 feet; thence South 89°38'00" East 115.06 feet; thence along the arc of a 10.00 foot radius curve to the right 15.64 feet (chord bearing and distance of said curve being South 44°49'00" East 14.10 feet); thence South 235.27 feet; thence North 89°38'00" West 43.50 feet; thence South 4.02 feet; thence North 89°38'00" West 81.50 feet to the point of beginning. Area 0.711 acre.

and WHEREAS, it is the desire of Declarant that said real property described in the immediate preceding paragraph not be part of the condominium project, but that it be sold to the individuals as use as private family dwellings; and

WHEREAS Declarant is the owner of still other real property located in Utah County, State of Utah, hereinafter referred to as Parcel 3 and more particularly described as follows:

Commencing at a point located North 0°06'50" West along the quarter Section line 2292.72 feet and South 89°38'00" East 144.00 feet from the South one-quarter corner of Section 11, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°19'00" West 249.25 feet; thence North 89°38'00" West 102.88 feet; thence along the arc of a 10.00 foot radius curve to the left 15.83 feet (chord bearing and distance of said curve being South 45°01'30" West 14.23 feet); thence North 0°19'00" West 34.12 feet; thence South 89°38'00" East 322.25 feet; thence South 518.21 feet; thence North 89°38'00" West 34.06 feet; thence along the arc of a 10.00 foot radius curve to the left 15.77 feet (chord bearing and distance of said curve being North 45°11'00" East 14.19 feet); thence North 474.21 feet; thence along the arc of a 10.00 foot radius curve to the left 15.64 feet (chord bearing and distance of said curve being North 44°49'00" West 14.10 feet); thence North 89°38'00" West 115.06 feet; thence South 409.16 feet; thence North 89°38'00" West 35.86 feet; thence North 0°19'00" West 159.93 feet; thence North 89°38'00" West 22.00 feet to the point of beginning. Area 0.925 acres.

WHEREAS it is the desire of the Declarant that said real property described in the immediate preceding paragraph be used as a park and pool common area; and,

WHEREAS, on the 4th day of February, 1972, Declarant filed for record in the office of the County Recorder of Utah County, State of Utah, a certain instrument entitled "Record of Todd Townhouses Plat A", hereinafter referred to as "Map," which Map is filed as record herewith; and on the 26th day of September, 1972, Declarant filed an Amended Record of Todd Townhouses Plat B and Plat C, hereinafter referred to as "Amended Map"; and on the _____ day of _____, 1975, Declarant filed an Amended Record of Todd Townhouses, _____ hereinafter referred to as

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"Second Amended Map," now, therefore, the Declarant pursuant to the provisions of said Declaration of Covenants, Conditions, and Restrictions, and in compliance with the Utah Condominium Ownership Act, (Title 57, Chapter 8, Utah Code Annotated, 1953), as amended, hereby makes the following amendments:

1. Paragraph 1 (Definitions) is amended as follows:

a. Sub-Paragraph (c) is changed to read as follows: Project shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums in Parcel 1 as described herein, private family dwellings to be constructed on Parcel 2 described herein, and a park and pool common area to be shared by owners of both the condominiums and the private family dwellings, pursuant to park and pool declaration as provided herein to be constructed on Parcel 3 described herein.

b. The following new sub-paragraphs are to be added following sub-paragraph (p).

(q) "Family Dwelling" shall mean a lot and improvements thereon which are owned in their entirety by an individual rather than considered part of the common area.

(r) "Park and Pool Common Area" shall mean that area designated on the Second Amended Map as Park and Pool Common Area and described herein as Parcel 3.

(s) "Park and Pool Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions of Todd Townhouse Park and Pool common area Association, governing the use and ownership of the pool and park area, of even date and recorded concurrently with this Amended Declaration.

(t) "Second Amended Map" shall mean the record of Todd Town houses filed for record herewith by the Declarant.

(u) "Family Dwelling Owner" shall mean the owner of a lot designated for private family dwelling use on the Second Amended Map recorded herewith and described as Parcel 2 herein.

2. Paragraph 2 shall be changed to read as follows (Project) The condominium portion of the project shall consist of five (5) apartment buildings, and carports as shown by the Second Amended Map recorded herewith constructed principally of brick, concrete, steel, and glass, located upon the land described above as parcel 1.

3. Paragraph 3 (Apartment Units) shall be changed to read as follows: to establish a plan of condominium ownership for such condominium portion of the project, the condominium portion of the project is hereby divided into the apartment units described in Exhibit A attached hereto and attached as Exhibit A in the Amended Declaration of Covenants, Conditions, and Restrictions recorded September 26, 1972 and by reference made a part hereof, which apartment units together with their appurtenant interest 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.

4. Paragraph 15 (Exclusive ownership and possession by owner) shall be changed to add the following two paragraphs immediately following the second complete paragraph in said Paragraph 15.

An owner shall be entitled to an undivided interest in the park and pool common areas as expressed in the Declaration of Protective Covenants, Conditions and Restrictions of Todd Townhouse park and pool common area association recorded concurrently with this Amended Declaration.

A family dwelling owner shall be entitled to exclusive ownership of his lot and all improvements thereon. A family dwelling owner shall be entitled to an undivided interest in the park and pool common area in the percentage expressed in the park and pool declaration and subject to the conditions contained in said park and pool declaration.

5. Paragraph 27 (No partition) shall be changed to read as follows: There shall be no judicial partition of the condominium portion of the project or any part thereof, nor shall Declarant or any person acquiring any interest in the condominium portion of the project or any part thereof, seek any such judicial partition until the happening of the conditions set forth in Paragraph 28, hereof in the case of damage, or destruction, or unless the property has been removed from the provisions of the Condominium Act as provided in Section 57-8-22 thereof; provided, however, that if any condominium shall be owned by two or more co-tenants as tenants in common or as joint tenants, nothing herein contained shall be deemed to present a judicial partition as between said co-tenants, but, such partition shall not affect any other condominium.

6. The following will be added as Paragraph 36. Each Family Dwelling Owner shall be bound by the following limitations of use of his Family Dwelling:

(a) No Owner shall occupy or use his Family Dwelling, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's Lessees or guests.

(b) No animals, livestock, or poultry of any kind shall be raised, bred, or kept or in any Family Dwelling except for dogs, cats or other household pets may be kept in on said Family Dwellings, subject to the rules and regulations established by the Park and Pool Common Area Association Board of Directors regarding animals in said Common Area;

(c) No noxious or offensive activity shall be carried on in any Family Dwelling, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 27th day of October, 1975.

TODD TOWN HOUSES

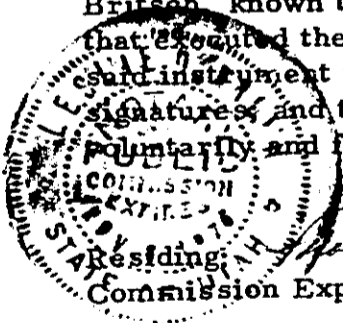
ATTEST:

By Ralph A. Britsch
President

Dorothy C. Britsch
Secretary

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On this 27th day of October, 1975, personally appeared before me a notary public in and for said County and State, Ralph A. Britsch, and Dorothy C. Britsch, known to me to be the President and Secretary respectively of the Partnership that executed the foregoing instrument and upon oath, did depose that the signatures to said instrument were made by officers of said Partnership as indicated after said signatures, and that the said Partnership executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.



Ralph A. Britsch
NOTARY PUBLIC

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