



AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF MILLCREEK MANOR CONDOMINIUM

This amendment is made and executed on the date shown below by the Millcreek Manor Condominium Management Committee after receiving a vote approving and consenting to the amendments from seventy-five (75%) of the unit owners of Millcreek Manor Condominiums and all of the holders of first mortgages.

RECITALS

The Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Millcreek Manor Condominium A Condominium Project (hereinafter "Declaration"), dated March 23, 1982, was recorded March 24, 1982 as Entry No. 854233 in Book 1399 beginning on page 1546, records of Weber County, Utah; and

Owners of units representing at least 75% of the recorded owners of Millcreek Manor Condominium and all of the first mortgage holders, desire to amend the Declaration.

The unit owners of Millcreek Manor Condominium hereby amend the Declaration, all prior declarations, amended declarations and Bylaws recorded against the real property located in Weber County, Utah, known as Millcreek Manor Condominium and more fully described in Exhibit "A" attached hereto:

NOW THEREFORE, such Declaration and Bylaws are hereby DECLARED AMENDED as follows:

1. New Sections 8, 9 and 10 are hereby added to Article III, which shall read as follows:

Section 8. There shall be no restriction on any unit owner's right of ingress and egress to his or her unit.

Section 9. The right of a unit owner to sell, transfer, or otherwise convey his or her unit shall not be subject to any right of first refusal or similar restriction.

Section 10. The Association and any aggrieved unit owner shall have a right of action against unit owners for failure to comply with 1) the provisions of this Declaration, the by-laws and the other governing documents of Millcreek Manor or 2) the decisions of the Association or Management Committee which are made pursuant to authority granted to the Association or Management Committee by those documents or applicable law. In addition, unit owners shall have a similar right of action against the Association.

2. Section 15 of Article VI(B) is hereby deleted in its entirety.

3. A new subdivision E is hereby added to Article VI, which shall read as follows:

E# 1801839 BK2175 PG337
DOUG CROFTS, WEBER COUNTY RECORDER
16-OCT-01 3:49 PM FEE \$98.00 DEP JPM
REC FOR: MILLCREEK.MANOR.CONDO

12-140-0001 - 0035
12-141-0001 - 0035
12-142-0001 - 0032

E
Availability of Documents

Section 1. The Association shall make copies of this Declaration, the by-laws and all other documents governing Millcreek Manor Condominium available to unit owners, lenders and the holders and insurers of first mortgages on any unit. In addition, the Association shall make the same documents available to prospective purchasers of a unit at Millcreek Manor, together with the most recent annual audited financial statement. As used in this paragraph "available" shall mean available for inspection upon request during normal business hours.

Section 2. Upon written request from any government agency or corporation having an interest or prospective interest in the condominium, the Association shall prepare and furnish an audited financial statement of the Association for the immediately preceding year. The audited financial statement shall be prepared and furnished within a reasonable time.

4. New Section 2 and Section 3 are hereby added to Article VII, which shall read as follows:

Section 2. In any negotiations regarding destruction or condemnation of all or any portion of the condominium property, the owners' association shall represent the unit owners. By accepting a deed to a unit at Millcreek Manor, each owner appoints the owners' association as his or her attorney-in-fact for this purpose. The owners' association may appoint a trustee to act in its behalf in these matters if the management committee believes such an appointment to be in the best interests of the unit owners.

Section 3. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds or settlement or judgment shall be payable to the owners' association or any Trustee appointed by the owners' association, to be held in trust for unit owners and their first mortgage holders as their interests may appear.

5. Article IX is hereby deleted and replaced with the following:

ARTICLE IX
Insurance

Section 1. The Management Committee shall obtain, maintain and pay the premiums on a "master" or "blanket" type policy of property insurance covering all of the common element and limited common elements of the project, except the land, the foundations, the excavation and other items normally excluded from coverage. This insurance policy shall also cover the fixtures to the extent they are part of the common elements of the condominium and shall also cover building service equipment and supplies and other common personal property belonging to the owners' association. Any commonly-owned fixtures, equipment or other property within the units shall also be covered by this policy of insurance.

All references in this Declaration to a "master" or "blanket" type policy of property

insurance are intended to denote single entity condominium insurance coverage. The master policy must be consistent with all applicable laws and must be equal to the coverage required by prudent institutional mortgage investors in Utah, but shall be at least 100% of the current replacement cost of the entire condominium project, exclusive of land, foundation, excavation and other items normally excluded from coverage.

The name of the insured on the master policy shall be set forth as:
"Association of Owners of the Millcreek Condominium for use
and benefit of the individual owners (designated by name if
required by law"

The master policy may also be issued in the name of any authorized representative of the owner's association, including any insurance trustee with whom the association or the management committee has entered into an Insurance Trust Agreement. The representative or trustee shall then be named as insured, for the use and benefit of the individual owners.

All losses payable under the master policy shall be in favor of the owner's association (or authorized representative or trustee) as a trustee for each unit owner and each such owner's mortgagee. The owner's association, authorized representative or trustee shall hold the proceeds of the master policy in trust for unit owners and their first mortgage holders, as their interests may appear. Each unit owner and each unit owner's first mortgagee shall be beneficiaries of the master policy in the percentage of common ownership.

The master policy shall contain a standard mortgage clause or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area in which the property is located and appropriately names FNMA and FHLMC if those corporations are holders of first mortgages on units in the condominium. The master policy must provide that it may not be canceled or substantially modified without at least 10 days' prior written notice to the owners' association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.

A master policy shall be unacceptable if:

- 1) under the terms of the carrier's charter, by-laws or policy, contributions or assessments may be made against borrowers, FNMA, FHLMC or their designees;
- 2) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or
- 3) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC or the borrowers from collecting insurance proceeds.

The master policy shall also include the following provisions, which are usually included in a "Special Condominium Endorsement" or its equivalent:

- 1) recognition of any insurance trust agreements;
- 2) a waiver of the right of subrogation against any unit owners individually;
- 3) that the insurance is not prejudiced by any act or neglect of individual unit owners which is not in the control of the owners collectively;
- 4) that the policy is primary in the event the unit owner has other insurance covering the same loss.

The master policy shall, as a minimum, afford protection against the following:

1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

2) in the event the condominium contains a steam boiler, loss or damage resulting from the steam boiler equipment and accidents in an amount not less than \$50,000.00 per accident per location, or such greater amounts as deemed prudent based on the nature of the property;

3) all other perils which are normally covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement, if that endorsement is available.

The master policy shall also include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement."

Section 2. The owners's association shall also maintain comprehensive general liability insurance covering all of the common elements, commercial space owned and leased by the association, and public ways in the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, but shall be at least \$1,000,000.00 for bodily injury, including deaths of persons and property damages arising out of a single occurrence.

Coverage under this policy of liability insurance shall include, without limitation, legal liability of the insureds for property damage, bodily injury and deaths of persons in connection with the operation, maintenance or use of the common elements and legal liability arising out of lawsuits related to employment contracts of the owners' association.

The liability insurance policy shall provide that it cannot be canceled or substantially modified, by any party, without at least 10 days' prior written notice to the owners' association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. The liability insurance policy shall also include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use.

Section 3. In the event Millcreek Manor is or becomes located in an area which has been identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), the owners' association shall obtain and pay the premiums upon a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy. This master flood policy shall be in an amount deemed appropriate by the owners' association, but not less than the lesser of:

a. the maximum coverage available under the NFIP for all buildings and other insurable property within the condominium to the extent that such buildings and other insurable property are within an area having special flood hazards, and

b. 100% of the current replacement cost of all buildings and other insurable property within such area.

The master flood policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administrator.

Section 4. Blanket fidelity bonds shall be maintained by the owner's association for all

officers, directors and employees of the owners' association and all other persons handling, or responsible for, funds of the association or funds administered by the association. In the event the association elects to contract with a management agent and that agent has responsibility for handling or administering funds of the owners' association, the management agent shall maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the owners' association.

The fidelity bonds required in the preceding paragraph shall name the owners' association as an obligee and shall be in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the owners' association or the management agent, as the case may be, at any given time during the term of the bond. In no event may the aggregate amount of the bonds be less than a sum equal to three (3) months' aggregate assessments on all units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms of expressions.

The fidelity bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of the premiums) without at least 10 days' prior written notice to the owners association or Insurance Trustee. The bonds shall also provide that the FNMA Servicer, on behalf of FNMA, also receive notice or cancellation or modification in the event FNMA becomes a holder, insurer or guarantor of any mortgages at Millcreek Manor.

Section 5. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the owners' association, the association's authorized representative, including any trustee with whom the association may enter into any Insurance Trust Agreement or any successor to any such trustee. In the event the association enters into any Insurance Trust Agreement, the trustee shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish that purpose.

Each owner of a unit at Millcreek Manor, by accepting a deed at Millcreek Manor, appoints the owners' association or any insurance trustee or successor insurance trustee under any insurance trust agreement executed by the association, as attorney-in-fact for the purpose of purchasing and maintaining the insurance outlined in this Article. This appointment shall include authority to perform the following acts on behalf of the association and the individual owners: collection and appropriate disposition of the proceeds of insurance policies; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish the purposes set forth above.

Section 6. All insurance policies and bonds required by this Article shall be obtained from generally accepted insurance carriers. In the event FNMA or FHLMC become holders, insurers or guarantors of mortgages at Millcreek Manor, the insurance required by this Article shall be obtained from carriers who meet the requirements of the FNMA Conventional Home Mortgage Selling Contract Supplement and/or the FHLMC Sellers Guide.

Section 7. Certificates of insurance shall be issued to each unit owner or first mortgagee upon request.

Section 8. The premiums for all insurance policies and bonds required to be obtained by

this Article IX shall be paid as a common expenses.

6. Section 2 of Article X is hereby deleted in its entirety.

7. A new section 2 is hereby added to Article XI, which shall read as follows:

Section 2. Any sale or transfer of a unit pursuant to foreclosure of a mortgage, power of sale under a trust deed or deed or assignment in lieu of foreclosure shall not relieve 1) the purchaser or transferee of the unit from liability for common expense charges becoming due after the sale or transfer, or 2) the unit from the lien for common expense charges becoming due after the sale or transfer.

8. Article XIII is hereby amended to read as follows:

ARTICLE XIII
Right of Entry

Section 1. The Management Committee and its duly authorized agents shall have the right to enter any and all of the units and limited common areas in case of an emergency originating in or threatening such unit or limited common area or any other part of the project, whether or not the unit owner or occupant is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all units and limited common areas at all reasonable times as required for the purpose of making necessary repairs upon the condominium common areas, limited common areas and facilities of the project. The unit owner affected by such entry shall first be notified of any entrance into his unit or limited common areas if the unit owner is available and time permits.

9. The final sentence of Section 1 of Article XVI is hereby deleted and replaced with the following:

All leases shall have an initial term of at least 30 days.

10. Article XVII is hereby deleted in its entirety and replaced with the following:

ARTICLE XVII
First Lien Holders' Rights

Section 1. As used in this Article, the term "eligible holder" shall mean a holder, insurer or guarantor of a first mortgage or equivalent security interest which has requested notice by filing a written request giving the name and address of the holder, insurer or guarantor and the units affected by first mortgages held, insured or guaranteed by the eligible holder.

Section 2. An eligible holder shall be entitled to written notice of:

a. Any proposed amendment of the condominium instruments which would effect a change in (i) the boundaries of any unit or the exclusive easement rights appertaining to the unit, (ii) the interests of the general or limited common areas appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners' association appertaining to any unit, or (iv) the purposes for which any unit or the common areas may be used.;

b. Any proposed termination of the condominium regime at Millcreek Manor Condominium;

c. Any condemnation loss or any casualty loss which affect a material portion of the condominium or which affects any units on which the eligible holder holds, insures or guarantees a first mortgage;

d. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder where the delinquency has continued for a period of 60 days; and

e. Any lapse, cancellation, or material modification of any insurance policy maintained by the owners' association pursuant to the terms of this Declaration or other governing document of Millcreek Manor Condominium.

Section 3. Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specification unless the approval of eligible holders on units to which at least 51% of the votes of units subject to first mortgages held by eligible holders is obtained.

Section 4. Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property shall require the approval of eligible holders on units to which at least 51% of the votes of units subject to first mortgages held by eligible holders.

Section 5. No reallocation of the interests of the unit owners in the common areas resulting from a partial condemnation or partial destruction of Millcreek Manor may be effected without the approval of eligible holders on units to which at least 51% of the votes of units subject to first mortgages held by eligible holders.

Section 6. The consent of the eligible holders on units to which at least 67% of the votes of units subject to a mortgage appertain shall be necessary to terminate the condominium regime if the vote to terminate the condominium regime does not result from either partial condemnation or partial destruction of the condominium property.

Section 7. The consent of the eligible holders on units to which at least 51% of the votes of units subject to a mortgage appertain shall be necessary to amend any provisions of the Declaration, the by-laws or the other governing documents of Millcreek Manor or to add any material provisions to those documents which establish, provide for, govern, or regulate any of the following matters:

- a. Voting;
- b. Assessments, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair or replacement of the common elements;
- d. Insurance or fidelity bonds;

- e. Rights to the use of the common elements;
- f. Responsibility for maintenance and repair of the several portions of the condominium project;
- g. Expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime;
- h. Boundaries of any unit;
- i. The interests in the general or limited common areas;
- j. Convertibility of units into common elements or common elements into units;
- k. Leasing of units;
- l. Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit at Millcreek Manor Condominium;
- m. Establishment of self-management by the association where professional management has been required by any government agency, corporation or eligible holder.

Section 8. The consent of the eligible holders on units to which at least 51% of the votes of units subject to a mortgage appertain shall be necessary to amend, alter, add or delete any provisions of this Declaration, the by-laws or the other governing documents of Millcreek Condominium which are for the express benefit of eligible holders.

This amendment shall become effective upon recording and shall be controlling in the event of a conflict between this amendment and any other provisions of the Declaration, its amendments and Bylaws.

CERTIFICATION

It is hereby certified that condominium unit owners holding more than 75% of the undivided ownership interest in the common areas and facilities have voted to approve these amendments.



State of Utah)
): ss
County of Weber)

On the 10 day of May, 2000 appeared before me, the undersigned notary Jerry Rackham, who affirmed that he is ~~the~~ a member of the Mgmt Committee of Millcreek Manor Condominium and that he is the signer of the foregoing instrument and that the document is true.

A. Jacoba Ewing
Notary Public

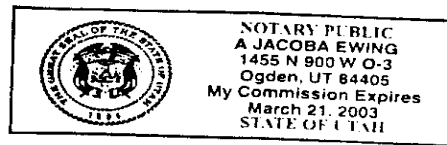


Exhibit "A"

Part of the Northeast Quarter and the Northwest Quarter of Section 20, T6N, R1W, SLB & M:

Beginning at a point located S89°13'00" E 352.72 feet and N0°50'00" E 56.57 feet from the Southwest Corner of the Northeast Quarter of Section 20 T6N, R1W, SLB&M, point of beginning being on the West line of Lincoln Avenue; thence N 89°02'00" W 4.77 feet to an existing fence line; thence along existing fence lines the following nine courses: N40°35'52" W 51.03 feet; N15°58'41"W 28.92 feet; N84°29'44"W 39.82 feet; S80°44'12" W 88.52 feet; N83°29'43"W 136.47 feet; S46°23'30" W 58.04 feet; S54°45'45"W 15.80 feet; S78°47'49"W 94.88 feet; S46°14'32"W 77.57 feet; thence N89°13'00" W 34.77 feet; thence along existing fence lines the following two courses: N1°26'51"E 511.32 feet; N87°50'07"E 193.40 feet; thence N0°56'14"E 51.68 feet; thence S89°10'00" East 213.18 feet; thence N0°56'14"E 141.42 feet more or less to the center of Mill Creek; thence along the center of Mill Creek the following four courses: S65°52'53"E 33.25 feet; S57°06'10"E 28.46 feet; S62°41'38"E 45.65 feet; N57°28'18"E 25.31 feet to the West line of Lincoln Avenue; thence along said West line the following five courses: right along the arc of a 1184.28 foot radius curve a distance of 155.49 feet (chord bears S2°47'40"E 155.38 feet), S0°58'00"W 111.30 feet; left along the arc of a 843.52 foot radius curve a distance of 89.31 feet (chord bears S2°04'00"E 89.27 feet), right along the arc of a 763.52 foot radius curve a distance of 80.84 feet (chord bears S2°04'00"E 80.81 feet), S0°58'00"W 186.55 feet to the point of beginning.

**AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF MILLCREEK MANOR
CONDOMINIUM**

This amendment is made and executed on the date shown below by the Millcreek manor Condominium Management Committee after receiving a vote approving and consenting to the amendments from seventy-five percent (75%) of the unit owners of Millcreek Manor Condominiums.

RECITALS

The Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Millcreek manor Condominium, A Condominium Project (hereinafter "Declaration"), dated March 23, 1982, was recorded march 24, 1982 as Entry No. 854233 in Book 1399, beginning on page 1546, records of Weber County, Utah; and

Owners of units representing at least 75% of the recorded owners of Millcreek Manor Condominium desire to amend the Declaration.

The unit owners of Millcreek Manor Condominium hereby amend the Declaration, all prior declarations, amended declarations and Bylaws recorded against the real property located in Weber County, Utah, Known as Millcreek manor Condominium and more fully described in Exhibit "A" attached hereto:

NOW THEREFORE, such Declarations and Bylaws are hereby DECLARED AMENEDDED as follows:

1. New Sections 11 and 12 are hereby added to Article III, which shall read as follows:

Section 11. Parking.

- a) Two parking stalls per unit are provided-one covered and one uncovered. One covered parking stall is reserved to be used only by the resident of the unit. Uncovered parking stalls are not reserved for each unit. No parking on curbs or grass or in **No Parking** areas will be permitted by owners or guests. Violators will be towed away.
- b) Owners are not permitted to undertake major repair on cars on the Condominium complex property. Only legally licensed and operable cars are allowed on the grounds. Violation of this rule will result in the car in violation being towed to commercial storage garage at the owner's expense. Large trucks or other objectionable vehicles shall not be driven or parked on the grounds. Violation of this rule will result in the car in violation being towed to

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commercial storage garage at the owner's expense. Large trucks or other objectionable vehicles shall not be driven or parked on the parking area or on the streets directly adjacent to the building.
c) No parking of boats or RV's is allowed on the property.

2. New Section 2 is hereby added to Article XII, which shall read as follows:

Section 2. Each unit owner, at his own expense, shall maintain the planter area outside the front door of the unit, either by just keeping the area weeded and clean or by planting flowers and/or other plants.

Trimming of trees is the responsibility of the Management Committee.

This amendment shall become effective upon recording and shall be controlling in the event of a conflict between this amendment and other provisions of the Declaration, its amendments and Bylaws.

CERTIFICATION

It is hereby certified that condominium unit owners holding more than 75% of the undivided ownership interest in the common areas and facilities have voted to approve these amendments.



State of Utah)
): ss
County of Weber)

On the 10 day of May, 2000 appeared before me, the
undersigned notary Jerry Rackham, who affirmed that he
is the President of Millcreek Manor
Condominium and that he is the signer of the foregoing instrument and
that the document is true.

A. Jacoba Ewing
Notary Public

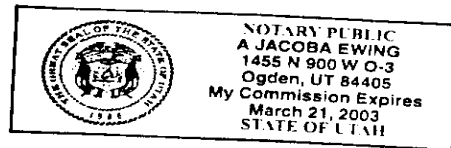


Exhibit "A"

Part of the Northeast Quarter and the Northwest Quarter of Section 20, T6N, R1W, SLB & M:

Beginning at a point located S89°13'00" E 352.72 feet and N0°50'00" E 56.57 feet from the Southwest Corner of the Northeast Quarter of Section 20 T6N, R1W, SLB&M, point of beginning being on the West line of Lincoln Avenue; thence N 89°02'00" W 4.77 feet to an existing fence line; thence along existing fence lines the following nine courses: N40°35'52" W 51.03 feet; N15°58'41" W 28.92 feet; N84°29'44" W 39.82 feet; S80°44'12" W 88.52 feet; N83°29'43" W 136.47 feet; S46°23'30" W 58.04 feet; S54°45'45" W 15.80 feet; S78°47'49" W 94.88 feet; S46°14'32" W 77.57 feet; thence N89°13'00" W 34.77 feet; thence along existing fence lines the following two courses: N1°26'51" E 511.32 feet; N87°50'07" E 193.40 feet; thence N0°56'14" E 51.68 feet; thence S89°10'00" East 213.18 feet; thence N0°56'14" E 141.42 feet more or less to the center of Mill Creek; thence along the center of Mill Creek the following four courses: S65°52'53" E 33.25 feet; S57°06'10" E 28.46 feet; S62°41'38" E 45.65 feet; N57°28'18" E 25.31 feet to the West line of Lincoln Avenue; thence along said West line the following five courses: right along the arc of a 1184.28 foot radius curve a distance of 155.49 feet (chord bears S2°47'40" E 155.38 feet), S0°58'00" W 111.30 feet; left along the arc of a 843.52 foot radius curve a distance of 89.31 feet (chord bears S2°04'00" E 89.27 feet), right along the arc of a 763.52 foot radius curve a distance of 80.84 feet (chord bears S2°04'00" E 80.81 feet), S0°58'00" W 186.55 feet to the point of beginning.