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AMENDMENTS TO ENABLING DECLARATION

OF

LaVILLA TOWNHOUSE

a/k/a THE BIRCHES CONDOMINIUMS

ENT 56998 BK 3487 PG 486  
NINA B REID UTAH CO RECORDER BY BT  
1994 JUL 13 10:31 AM FEE 30.00  
RECORDED FOR ALAN MEEK

(M) 880 N. 350 E.  
Orem, UT 84057

The Enabling Declaration of LaVilla Townhouse, which was originally recorded with the Utah County Recorder on the 2 day of November, 1972, as entry number 17256, Book 1300, beginning at Page 51 is hereby amended by the undersigned owners of individual units of said condominiums. Attached as Exhibit A is the property description for the Birches Condominiums.

RECITALS

A. The undersigned are the current record title owners of a majority of the condominium units on property which is more particularly described in Article II of the above-mentioned Enabling Declaration.

B. The undersigned desire to amend the original Enabling Declaration so as to conform with changing law and to meet the present needs of the condominium association of owners which includes the proposed acquisition of FHA approval of these condominiums.

C. The undersigned incorporate the original Enabling Declaration except as amended below.

D. The undersigned hereby declare that the amendments contained herein are intended to bind themselves, their heirs, successors, and assigns.

NOW, THEREFORE, for the foregoing purpose, the undersigned hereby make the following amendments to their Enabling Declaration:

1. NAME CHANGE

The name of the townhouses is hereby changed to "The Birches Condominiums" for all purposes. The association of condominium owners shall be known as "The Birches Condominium Association."

2. AVAILABILITY OF DOCUMENTS

Upon written request, the owners association is required to make available to unit owners, prospective purchasers, lenders and the holders and insurers of the first mortgage on any unit with current copies of the declaration, by-laws, house rules, financial statements, and other books and records. The association shall comply with any such request within a reasonable time.

3. RIGHT OF ENTRY

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The management of the owners association is hereby granted a right of entry upon unit premises and any limited common areas to effect emergency repairs, and a reasonable right of entry thereupon to effect other repairs, improvements, replacement or maintenance deemed necessary.

4. POWER TO GRANT EASEMENTS

Article II, Paragraph 9(a) of the Enabling Declaration is hereby amended to read as follows:

The authority to grant or create, utility and similar easements over, under, across, and through the Common Areas and Facilities with the proper approval of the Unit Owners.

5. ASSESSMENTS AND LIENS

The owners association shall have the authority to levy and enforce the collection of assessments for common expenses for expenditures made, liabilities incurred, or reasonable reserves maintained by or on behalf of the owners association. It is the personal obligation of the record owner of each unit to pay any such assessment. If any owner fails to pay their respective assessment, it shall be a lien upon such unit pursuant to Utah Code Ann. 57-8-20. Interest, costs, and attorney fees shall be collectible along with such a lien. Any such lien shall be subordinate to the first mortgage on the unit, but shall not be affected by the sale or transfer of a unit except any transfer which occurs pursuant to a foreclosure of a first mortgage.

6. INGRESS AND EGRESS

There shall be no restriction on any unit owner's right of ingress and egress to his or her unit. This right is perpetual and appurtenant to unit ownership.

7. ENCROACHMENTS

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Where any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements or another unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of them shall exist. However, any such easement is subject to reasonable limitations.

8. RIGHT OF FIRST REFUSAL

The right of a unit owner to sell, transfer, or otherwise convey his or her unit is absolute and is not in any way restricted by the condominium association or any individual owners.

9. LEASING RESTRICTIONS

All leases pertaining to any unit must be in writing and have a provision subjecting it to the Declaration and rules of The Birches. Unit owners are prohibited from leasing the units for an initial term of less than 30 days.

10. RIGHTS OF FIRST LIEN HOLDERS

Upon written request to the owners association, a holder, insurer or guarantor of a first mortgage is entitled to timely written notice of: (1) any proposed amendment of the governing documents of condominium association enumerated in section 11(b) or 11(c), (2) any loss of a material portion of the condominium after a partial condemnation or damage due to an insurable hazard affecting a unit upon which there is a first mortgage held, insured or guaranteed; (3) any sixty (60) day delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such holder, insurer or guarantor; (4) any lapse, cancellation or material modification of any damage or liability insurance policy maintained by the owners association.

11. AMENDMENTS

Article III, Paragraph 20 of the Enabling Declaration is hereby amended to read as follows:

(a) All matters voted upon by the condominium association require the consent of five (5) unit owners except

that all matters enumerated in subsection (b) require the consent of six (6) unit owners and the approval of eligible holders of first mortgages on units to which at least 51 percent of the votes of units subject to a mortgage appertain. Approval of holders of first mortgages can be obtained by delivering a copy of any proposed amendments to an authorized representative of the first mortgage holder with a statement that the condominium association will amend its governing documents in the manner stated if no contrary input is received from the first mortgage holder within thirty (30) days.

(b) When the association proposes to amend provisions of any of its governing documents related to voting, assessments, assessment liens, subordination of liens, maintenance reserves, repair of common elements, insurance, fidelity bonds, rights to use common elements, responsibility for maintenance and repair of the several portions of the condominium, expansion/contraction of the condominium regime, annexation/withdrawal of property to or from the regime, unit boundaries, interests in the common elements, conversion of common elements into units or units into common elements, and leasing of units the higher standard of consent set forth in section 11(a) is required. The above-enumerated matters, if amended, would materially change the declaration, by-laws or equivalent documents.

(c) Any vote taken which would terminate this condominium regime requires the consent of six (6) unit owners and the approval of eligible holders of first mortgages on units to which at least 67 percent of the votes of units subject to a mortgage appertain.

(d) Any restoration or repair of the condominium shall be substantially in accordance with the declaration and original plans unless the approval of eligible holders of first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated is obtained.

(e) After a partial condemnation or partial damage to the condominium occurs, no reallocation of interests in the common elements may be effected without the approval of the eligible holders of first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated.

(f) The term "eligible holder" is defined as any first mortgagee which requests, in writing, notice of material changes.

12. FIDELITY BONDS

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The condominium association is required to maintain blanket fidelity bonds for all officers, directors, and employees of the condominium association. In no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all units plus reserve funds.

13. INSURANCE

Each unit owner appoints the owners association as attorney-in-fact for the purpose of purchasing and maintaining property and liability insurance. Upon approval of the condominium association, an authorized representative of the condominium association may be named as an insured who 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 this purpose.

14. RIGHTS OF ACTION

The condominium association and any aggrieved unit owner is granted a right of action against unit owners for failure to comply with the provisions of the Declaration or equivalent documents.

15. REMOVAL OF MANAGEMENT

A majority vote of the unit owners shall be required to remove any individual who is functioning in the capacity of Project Manager or any other office.

Robert A. Little 882 N. 350 E.  
Unit #

886 N. 350 E  
Learnee Burr  
Unit #

A. Lynn McRae 880 N. 350 E.  
Unit #

Unit #

Jim M. Bodusz 362 E. 900 N.  
Unit #

Unit #

Larry J. Strong 364 E. 900 N.  
Unit #

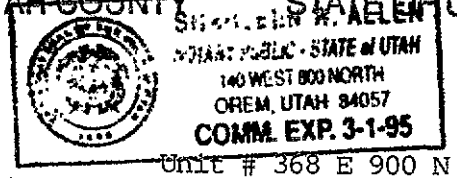
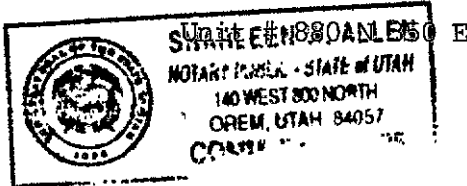
Unit #

Unit # 882 N 350 E

Unit # 886 N 350 E

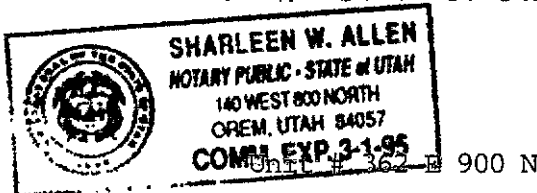
Subscribed & Sworn To Before Me The  
12 Day Of July 1994  
Sharleen W. Allen Notary Public  
Commission Exp. 3-1-95  
UTAH COUNTY STATE OF UTAH

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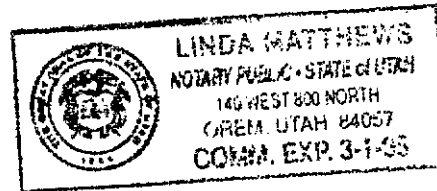


Subscribed & Sworn To Before Me The  
12 Day Of July 1994  
Sharleen W. Allen Notary Public  
Commission Exp. 3-1-95  
UTAH COUNTY STATE OF UTAH

Subscribed & Sworn To Before Me The  
\_\_\_\_ Day Of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_ Notary Public  
Commission Exp. \_\_\_\_\_  
UTAH COUNTY STATE OF UTAH



Subscribed & Sworn To Before Me The  
12 Day Of July 1994  
Linda Matthews Notary Public  
Commission Exp. 3-1-95  
UTAH COUNTY STATE OF UTAH



Unit # 364 E 900 N

Subscribed & Sworn To Before Me The  
\_\_\_\_ Day Of \_\_\_\_\_ 19\_\_\_\_  
\_\_\_\_ Notary Public  
Commission Exp. \_\_\_\_\_  
UTAH COUNTY STATE OF UTAH

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*Charles Larus*  
Unit # \_\_\_\_\_

Unit # \_\_\_\_\_

Unit # \_\_\_\_\_

Unit # \_\_\_\_\_

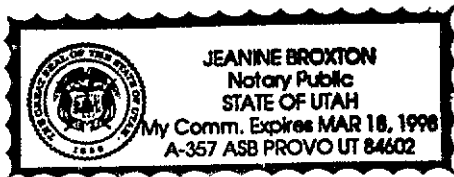
Unit # \_\_\_\_\_

Unit # \_\_\_\_\_

Unit # \_\_\_\_\_

Unit # \_\_\_\_\_

Subscribed and sworn to before me a Notary Public this 12th day of July, 1994.



*Jeanine Broxton*  
Notary Public  
Residing in Provo, Utah  
My Commission Expires 3-18-98

Exhibit A

which precede the Paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

23. Covenants to Run with Land; Compliance.  
This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable, servitudes, as the case may be and shall be binding upon and shall insure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

24. Property Descriptions. Whereas, Declarant is the owner of the following real property situated in Orem, Utah County, State of Utah, to-wit:

✓ LOT I Commencing at the Northwest corner of Lot 10, Plat 2, Canyon Road Tract, Orem, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah; thence North 88° 46' East 136 feet; thence South 1° 14' East 102 feet; thence South 88° 46' West 98 feet; thence North 1° 14' West 72 feet to the place of beginning. *N. 1° 14' W - 10.0 feet*  
*thence S. 88° 46' W*  
*78.0 feet*

LOT II Commencing 72 feet South 1° 14' East from the Northwest corner of Lot 10, Plat 2, Canyon Road Tract, Orem, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah; thence North 88° 46' East 78 feet; thence South 1° 14' East 98 feet; thence South 1° 14' East 95 feet; thence South 88° 46' West 136 feet; thence North 1° 14' West 95 feet to the place of beginning.

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