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E# 1156894 BK1611 PG0799
DOUG CROFTS, WEBER COUNTY RECORDER
05-NOV-91 927 AM FEE \$89.00 DEP MH
REC FOR: BRIARWOOD_COND_ASSN

AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
BRIARWOOD CONDOMINIUM PROJECT

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Briarwood Condominium Project was duly recorded in the office of the Weber County Recorder in Book 1015, Page 150, on January 26, 1973, and subsequently amended;

AND, WHEREAS, Briarwood Condominium Project is contained within the following described real property situated in Weber county, Utah, to wit:

Land Serial Numbers: 13-142-0001 to 0046 ✓
13-143-0001 to 0046 ✓
13-144-0001 to 0046 ✓

A part of the West half of Section 22, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is East 982.45 feet and South 552.08 feet from the Northwest corner of the said Southwest Quarter Section, said point being in the Northwest corner of the intersection of Tyler Avenue and 15th Street; running thence three courses along the West line of Tyler Avenue as follows: South 4 deg. 53' 49" West 336.72 feet Southerly along the arc of 142.61 foot radius curve to the right, 99.82 feet (L.C. bears South 24 deg. 56' 55" West 97.79 feet), and South 45 deg. 00' West 1.54 feet to the North line of 16th Street; thence Westerly along the arc of a 193.81 foot radius curve to the left 163.41 feet (L.C. bears North 66 deg. 46' 05" West 161.05 feet), to the East line of Harrison Blvd.; thence four courses along said East line of Harrison Blvd. as follows: Northerly along the arc of a 5789.58 foot radius curve to the left 444 feet (L.C. bears North 5 deg. 56' 51" East 443.89 feet), North 2 deg. 38' East 106.73 feet, North 5 deg. 33' 10" East 286.34 feet and North 2 deg. 33' East 45.00 feet to the South line of Canyon Road; thence three courses along said South line as follows: North 61 deg. 54' East 165.50 feet, Easterly along the arc of a 2944.79 foot radius curve to the left 541.48 feet (L.C. bears South 61 deg. 23' 43" East 540.72 feet), and South 69 deg. 29' 50" East 242.89 feet to the West line of Mountain Road; thence two courses along said West line as follows: South 17 deg. 47' 58" West 180.00 feet and Southerly along the arc of a 515.78 foot radius curve to the left 81.23 feet to the North line of 15th Street; thence West 636.08 feet along said North line to the point of beginning. Contains 10.15 acres.

All Briar Wood Condominiums

The DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIARWOOD CONDOMINIUM PROJECT, recorded January 26, 1973 (hereinafter "Declaration"), the bylaws contained therein, and any amendments thereto are amended as set forth below. Any provision in the Declaration or Bylaws inconsistent herewith is repealed by these amendments. To the extent the Declaration or Bylaws and any amendments thereto can be read consistent with these amendments, they should be so read while giving full force and effect to these amendments.

AMENDMENTS

1. The Management Committee shall make available, at cost, to the unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the declaration, by-laws and other rules governing the condominium, and other books, records and financial statements of the owners association. The Management Committee shall make available to prospective purchasers current copies of the declaration, by-laws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. "Available" as used herein shall mean available for inspection upon request during normal business hours. Upon the written request from any government agency or corporation which has an interest or prospective interest in Briarwood Condominium, the Management Committee shall prepare and furnish within 60 days an audited financial statement of the owners association for the immediately preceding fiscal year.
2. The Management Committee is granted the right to grant utility easements under, through or over the common elements, which are reasonably necessary to the ongoing development and operation of the project.
3. Each unit owner is granted the unrestricted right of ingress and egress to his or her unit, which right is perpetual and appurtenant to the unit ownership.
4. 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. A unit owner may transfer his or her unit free of any such restriction. Any language or provision in Article IV of the Declaration or any amendment to the Declaration providing for a right of first refusal is hereby repealed.
5. (a) All leases of units shall be in writing and the names of the lessees reported to the Management Committee. All lessees shall be subject in all respects to the provisions of the Declaration and Bylaws. Failure of the lessee to comply with the terms of said documents shall be a default under the lease or tenancy. The Management Committee may maintain an action at law, separate and apart from the owner, for eviction and/or damages

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against a lessee in violation of the Declaration, the By-laws, or rules of the association.

(b) Unit owners may not lease their units for an initial term of less than six (6) months.

(c) No unit owner shall lease less than the entire unit.

(d) The provisions of this paragraph 5 shall not apply to a lender in possession of a unit following a default in a first mortgage.

6. Notices of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the owners association, (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:

(a) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements 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 to which any unit or the common elements are restricted;

(b) Any proposed termination of the condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which effects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(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, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the owners association pursuant to paragraphs 9 and 10 below.

7. The consent of owners of units to which at least 67 percent of the votes in the owners association are allocated 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, shall be required to materially amend any provisions of the declaration, bylaws or equivalent documents of the condominium, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

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- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the common elements;
- (f) Responsibility for maintenance and repair of the several portions of the condominium;
- (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 units;
- (i) The interests in the general or limited common elements;
- (j) Convertibility of units into common elements or of 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 in the condominium;
- (m) Establishment of self-management by the condominium association where professional management has been required by any of the agencies or corporations.

8. The consent of owners of units to which at least 67 percent of the votes in the owners association are allocated 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, shall be required to amend any provisions included in the Declaration, Bylaws or equivalent documents of the condominium which are for the express benefit of holders or insurers of first mortgages on units in the condominium.

9. Insurance for Fire and Other Perils. The Management Committee must obtain, maintain, and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance covering all of the common element and limited common elements, (except land, foundation, excavation and other items normally excluded from coverage) including fixtures, to the extent they are part of the common elements of the condominium, building service

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equipment and supplies, and other common personal property belonging to the owners association. All references herein to a "master" or "blanket" type policy of property insurance, are intended to denote single entity condominium insurance coverage. Any fixtures, equipment or other property within the units which are to be financed by a mortgage to be purchased by FNMA or FHLMC (regardless of whether or not such property is a part of the common elements) must be covered in such "blanket" or "master" policy.

The Management Committee must obtain that insurance which is consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area in which the condominium is located. The policy shall be in an amount equal to 100% of current replacement cost of the condominium exclusive of land, foundation, excavation and other items normally excluded from coverage.

The name of the insured under such policies must be set forth therein substantially as follows:

"Association of Owners of Briarwood Condominium for use and benefit of the individual owners."

Loss payable shall be in favor of the Management Committee as a trustee, for each unit owner and each such owner's mortgagee. The Management Committee shall hold any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interest may appear. Each unit owner and each unit owner's mortgagee, if any, shall be beneficiaries of the policy in the percentage of common ownership prescribed in Exhibit "B" to the Declaration. Certificates of insurance shall be issued to each unit owner and mortgagee upon request. All insurance policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the Ogden, Weber County area and which appropriately names FNMA and FHLMC if such corporations are holders of first mortgages on units within the condominium. Such policies must also provide that they may not be canceled or substantially modified, without at least 10 days' prior written notice to the Management Committee and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.

The Management Committee shall not secure insurance coverage where: (i) under the terms of the insurance carrier's charter, bylaws, or policy, contributions or assessments may be made against borrowers, FNMA, FHLMC, or the designee of FNMA or FHLMC; or (ii) 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 (iii) the policy includes

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any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

Insurance policies must also provide for the following: (i) recognition of any Insurance Trust Agreement; (ii) a waiver of the right of subrogation against unit owners individually; (iii) that the insurance is not prejudiced by any act or neglect of individual unit owners which is not in the control of such owners collectively; and (iv) that the condominium's insurance policy is primary in the event the unit owner has other insurance covering the same loss. The requirements stated in this paragraph are generally provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent.

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

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

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

(c) all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement, where such is available.

In addition, the Management Committee shall obtain policies that include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement". The foregoing endorsements are required only if they are available and are commonly required by prudent institutional mortgage investors in the Weber County area.

The Management Committee shall also obtain, if required by FNMA and FHLMC, construction code endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement) if the condominium is subject to a construction code provision which would become operative and require changes to undamaged portions of the building(s), thereby imposing significant costs in the event of partial destruction of the condominium by an insured hazard.

10. Liability Insurance. The Management Committee shall maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the owners association, and public ways of the condominium project.

Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries 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 Management Committee. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least 10 days' prior written notice to the Management Committee 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 Management Committee shall also obtain, if required by FNMA and FHLMC, such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance.

11. Flood Insurance. If it is determined that Briarwood Condominium is located within an area which is currently or in the future officially 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 Management Committee shall obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Management Committee, but not less than the following:

The lessor 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; or (b) 100% of current "replacement cost" of all such buildings and other insurable property within such area.

Such 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.

12. Fidelity Bonds. Blanket fidelity bonds shall be maintained by the Management Committee for all officers, directors, and employees of the Management Committee and all other persons handling, or responsible for, funds of or administered by the Management Committee. Where a management agent has the responsibility for handling or administering funds of the Management Committee, the

management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Management Committee. Such fidelity bonds shall name the Management Committee as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Management Committee or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to 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 or expressions. The premium on all bonds required herein, except those maintained by the management agent, shall be paid by the Management Committee as a common expense. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Management Committee. Such bonds shall provide that the FNMA Servicer, on behalf of FNMA, shall also receive any notice of cancellation or modification.

13. Insurance Trustees; Power of Attorney. 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 Management Committee, the Management Committee's authorized representative, including any trustee with whom such Management Committee may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

Each unit owner appoints the Management Committee, or any Insurance Trustee or substitute Insurance Trustee designated by the Management Committee, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; 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 such purpose.

14. Qualifications of Insurance Carriers. The Management Committee shall use generally acceptable insurance carriers as referred to in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide.

15. Condemnation and Total or Partial Loss or Destruction. The Management Committee shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and

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agreements with the condemning authority for acquisition of the common elements, or part thereof, by a condemning authority. Each unit owner appoints the Management Committee as attorney-in-fact for such purpose.

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

(a) Destruction or Damage. Less than 3/4 of Property Destroyed - In case of fire, casualty or any other disaster which causes damage or destruction to all or part of the Property, the Management Committee, with the help of an independent appraisal, shall determine the percentage of the Property that was destroyed or substantially damaged. If less than three-fourths (3/4ths) of the total Property was destroyed or substantially damaged, the Management Committee shall arrange for the prompt repair and restoration of said Property using the proceeds of insurance on the same for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentages of undivided interest in the common areas and facilities. Reconstruction of the Property shall mean the restoring of the building or buildings to substantially the same condition they were in prior to the damage or destruction, with each unit and the common areas and facilities having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions below regarding eminent domain shall apply.

(b) Greater than 3/4 of Property Destroyed - If three-fourths (3/4ths) or more of the total Property is destroyed or substantially damaged, the Management Committee shall, within thirty (30) days after such destruction or damage, call a special meeting of the unit owners for the purpose of deciding whether or not the property shall be repaired and restored. If at least three-fourths (3/4ths) of the unit owners, in person or by proxy, vote not to repair or restore the building or buildings, the Management Committee shall record, with the County Recorder, a notice setting forth such facts; and upon the recording of such notice:

(i) The Property shall be deemed to be owned in common by the unit owners;

(ii) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;

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(iii) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the Property; and

(iv) The Property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance of the Property, shall be considered as one fund and shall be divided among all unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the Property, after first paying out of the respective shares of the unit owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the Property owned by each unit owner.

However, in the event at least three-fourths (3/4ths) of the total Property is destroyed or substantially damaged, and less than three-fourths (3/4ths) of the unit owners vote against reconstruction of the Property, the Management Committee shall promptly arrange for the reconstruction of the same, using the proceeds of insurance on the buildings affected for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective percentage of undivided interest in the common areas and facilities. If the destruction or damage is by reason of eminent domain, the provisions below regarding eminent domain shall apply.

Termination. Where 3/4 of Property is Destroyed - In the event three-fourths (3/4ths) of the property is destroyed or substantially damaged, and if at least three-fourths (3/4) of the unit owners vote not to reconstruct the buildings, the Property shall be removed from the provisions of the Act without further agreement thirty-one (31) days after such destruction or damage.

(a) By Vote of Mortgagees or Owners - If at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or the unit owners in person or by proxy, vote to remove the Property from the provisions of the Act, the Property shall be removed from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the units consent or agree by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owners in the Property.

(b) Tenants in Common After Termination - After removal of the Property from the Act, the unit owners shall own the Property and all assets of the Association as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interest of the unit owners. Such undivided interest of the unit owners shall be the same as the

percentage of undivided interest in the common areas and facilities appurtenant to the owners' units prior to removal from the Act.

Eminent Domain. Management Committee and Owners Entitled to Notice of Action - Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the common areas and facilities of one or more units or portions thereof by the exercise of the power of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each unit owner shall be entitled to notice thereof and the Management Committee shall and the unit owners at their respective expense may participate in the proceedings incident thereto.

(a) Taking of Common Areas and Facilities - With respect to common areas and facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each unit owner's interest therein. After such determination, each unit owner shall be entitled to a share in the damages in the same proportion as his percentage of undivided interest in the common areas and facilities. This provision does not prohibit a majority of unit owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the common areas and facilities so taken on the remaining land, or on other acquired land, provided that this Declaration and Record of Survey Map are duly amended.

(b) Taking of Units - With respect to one or more units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction, pursuant to this paragraph 15 and shall be deposited with the Management Committee as trustee. Even though the damage or awards may be payable to one or more unit owners, the unit owners shall deposit the damages or awards with the Management Committee as trustee, and in the event of failure to do so, at the option of the Management Committee, either a special assessment shall be made against a defaulting unit owner in his unit in the amount of this award or the amount of such award shall be set off against the sums hereafter made payable to such unit owner. The proceeds of the damages or awards shall be distributed or used in a manner and the unit owners of affected units shall have the rights provided this paragraph 15 for insurance proceeds provided the property is removed from the provisions of the Act. If the property is not removed from the provision of the Act, and one or more units are taken, in whole or in part, the taking shall have the following effects:

(1) Partial Taking - Unit Made Tenantable -- if the taking reduces the size of a unit and the remaining portion of the unit may be made tenantable, the unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional

funds required shall be assessed against the owner of the unit. The balance of the award, if any, shall be distributed to the unit to the extent of the unpaid balance of its mortgage and the excess, if any, shall be distributed to the unit owner. If there is a balance of the award distributed to the unit owner or mortgagee, the unit owner's percentage of undivided interest in the common areas and facilities shall be equitably reduced. This shall be done by reducing such interest in the proportion by which the floor area and the unit is reduced by the taking, and then recomputing the percentages of undivided interests of all unit owners in the common areas and facilities.

(2) Unit Untenantable - If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award shall be paid to the mortgagee of the unit to the extent of the unpaid balance of its mortgage and the excess, if any, shall be paid to the unit owner. The remaining portion of the unit shall become a part of the common areas and facilities and shall be placed in condition for use by all unit owners in the manner approved by the Management Committee. If the costs of such work shall exceed the balance of the fund from the award for the taking, such work shall be done only if approved by a majority of the unit owners. The percentages of undivided interests in the common areas and facilities appurtenant to the units that continue as part of the Property shall be equitably adjusted to distribute the ownership of the common areas and facilities among the reduced number of unit owners.

(3) Amendment to Declaration and Record of Survey map - Changes in units, in the common areas and facilities, and in the undivided interests in the common areas and facilities that are affected by the taking referred to in this paragraph 15 shall be evidenced by an amendment to this Declaration and the Record of Survey Map.

16. Article X of the Declaration/Bylaws is amended to include the following language as part of Article X:

Any restoration or repair not performed in accordance with the above language must receive 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.

Any election to terminate the condominium after substantial destruction or a substantial taking in condemnation of the condominium property must require 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.

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No reallocation of interests in the common elements resulting from a partial condemnation or partial destruction of the condominium project 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.

As used throughout this entire amendment, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a unit in Briarwood Condominium which has requested notice in accordance with the provisions of paragraph 6 above.

17. In any legal action brought by the Management Committee against any unit owner, tenant, lessee or lessor as a result of a violation of any provision of the Utah Condominium Ownership Act, U.C.A. § 57-8-1 et al., the Declaration, the Bylaws, the house rules or the administrative rules and regulations, or if the Management Committee retains legal counsel or incurs any attorney's fees associated with or as a result of retaining legal counsel as a result of any such violation, then the Management Committee shall collect any and all attorney's fees as a common expense from the unit owner, tenant, lessee or lessor, jointly and severally, whether or not judicial process is used, and shall be entitled to an award of attorney's fees in any action or judicial proceeding. A unit owner shall be jointly liable in any action brought against a tenant renting or leasing a unit from a unit owner as a result of any violation by the unit owner's tenant.

18. In the event the Management Committee maintains, alters, repair, replaces, fixes or otherwise incurs expenses or costs in connection with the maintenance, repair, alteration or replacement of any portion of an owner's unit that is not part of the common area and facilities, the expense and cost of such service shall be charged to and collected from the owner of the unit. Such charges may result from but are not limited to the following situations: 1) The Management Committee determines after attempting to contact a unit owner, and contact is not successful or feasible, that maintenance, repairs, alterations, or replacement is necessary to prevent damage to the common areas and facilities or to another unit or units; 2) A tenant contacts the Management Committee and complains, requests or demands repair, replacement or alteration to property of the unit that is not common area; 3) A unit owner fails within seven (7) days after written request from the Management Committee to make changes, modifications, repairs or alterations to bring the owner's unit in compliance with the Declaration, Bylaws, Regulations or Rules for Briarwood Condominiums or to take necessary action to prevent damage to the common areas and facilities or to another unit or units.

19. Article VI, Section 1, of the Declaration/Bylaws shall be amended to include the following language which shall be controlling over any language inconsistent herewith:

Common area assessments are due on the first day of each month. Special assessments are due on the dates stated by the Management Committee. All assessments whether special or common, if not paid within thirty (30) days of the date when due shall incur a late fee of \$10.00. All payments shall be first applied to late fees and then to the payment first due.

20. Any owner or owner who has a tenant who violates any provision of the Declaration, By-Laws, House Rules or the Administrative Rules and Regulations and after receiving written notice from the Management Committee to cease such violation, does not cease the violation within fifteen (15) days after written notice is either personally served upon the owner or tenant, or is sent by U.S. mail to the owner's address, shall incur an assessment of \$10.00 for each and every day said violation continues.

21. The Management Committee shall establish an adequate reserve fund for the periodic maintenance, repair and replacement of the common area, which shall be maintained out of the regular assessments for common expenses.

22. As used in the Declaration or Bylaws the words "unit owner" or "owner" shall mean the entity, person or persons owning a fee simple title or legal title to a unit in Briarwood Condominiums and an undivided interest in the fee simple estate of the common areas and facilities as shown on the records of the county recorder of Weber County, Utah. A unit owner shall not be a buyer of an equitable interest under a contract.

23. This amendment shall take effect when recorded.

CERTIFICATION

It is hereby certified that a majority of condominium owners present and voting at a meeting of condominium owners voted in the affirmative to approve the above amendment.

In witness whereof, executed this 5th day of November, 1991.

BRIARWOOD CONDOMINIUM MANAGEMENT COMMITTEE

BY: Stephen J. Miller
Chairman

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STATE OF UTAH)
COUNTY OF Weber) ss.

On the 5th day of November, 1991, personally appeared before me Stephen D. Miller, who being duly sworn, did say that he is the chairman of the Briarwood Condominium Management Committee and that the within and foregoing instrument was signed on behalf of said management acknowledged to me that he is the signer of the above instrument and the information contained therein is true and correct to the best of his knowledge.

Sheron B. Musgrave
Notary Public for the State of Utah

