


WHEN RECORDED RETURN TO:
Goldsworth Real Estate, Inc.
P.O. Box 900970
Sandy, UT 84090-0970
Accommodation Recording



ENT 59593:2016 PG 1 of 5
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Jun 29 3:11 pm FEE 89.00 BY SW
RECORDED FOR SECURITY TITLE AND ABSTRACT

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM AND DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR JORDAN RIDGE CONDOMINIUMS**

This Second Amendment to Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for Jordan Ridge Condominiums (hereinafter the "Amendment") is made and executed by the Board of Directors of the Association with the necessary approval of the Members of the Jordan Ridge Condominium Owners Association, Inc., a Utah Nonprofit Corporation (hereinafter the "Association"). The contents of this Second Amendment to Declaration of Condominium and Declaration of Covenants, Conditions & Restrictions Jordan Ridge Condominium shall take effect upon recording in the office of the County Recorder of Utah County, Utah.

RECITALS

WHEREAS, the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions For Jordan Ridge Condominiums, recorded on May 6, 2011 as Entry No. 34401:2011, in the offices of the Utah County Recorder.

WHEREAS, the First Amendment to the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions For Jordan Ridge Condominiums, recorded on February 19, 2016, as Entry No. 13574:2016, in the offices of the Utah County Recorder.

WHEREAS, Article 16, Section 16.2(i) of the Declaration authorizes the Declarant to unilaterally amend the Declaration in the exercise of its rights set forth in this Declaration.

WHEREAS, Goldsworth Real Estate, Inc., is the Declarant of the Association.

NOW THEREFORE, the Association is making the following additions and amendments, which have been approved by the Declarant as required by Article 16, Section 16.2(i).

AMENDMENT

NOW THEREFORE, Article 15, Section 20 of the Declaration is amended in its entirety to now read as follows:

15.20. Dispute Resolution. Declarant, Association, its officers and directors, and all Owners (each a “Bound Party” as used in this Section 15.20) agree to encourage the amicable resolution of any disputes, grievances, and claims regarding the design, initial construction, condition, or sale of any part of the Condominium Project or any improvements thereon (“Claim”) involving any Bound Party without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to the following mandatory procedures for resolving any Claim.

- (a) Any Bound Party initiating a Claim (“Claimant”) against any other Bound Party (“Respondent”) (the Claimant and Respondent referred to herein being individually referred to as a “Party” or collectively referred to as the “Parties”) shall notify each Respondent in writing (“Notice”), stating plainly and concisely:
 - (i) The nature of the Claim, including the Persons involved and Respondent’s role in the Claim;
 - (ii) The legal basis of the Claim (i.e. the specific authority out of which the Claim arises);
 - (iii) The proposed remedy;
 - (iv) The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and
 - (v) That the person alleged to be responsible for the acts giving rise to the Claim shall have one hundred and eighty (180) days to cure or resolve the Claim.
- (b) **Within sixty (60) days of providing the Notice**, the Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.
- (c) In the event that the Claim is not resolved following the meeting, or if the meeting fails to take place within the sixty (60) day period required above despite good faith efforts, except for any Claim that may be filed by the Association against the Declarant or an affiliate of the Declarant, the Claimant may proceed with legal proceedings against the Respondent following the conclusion of the one hundred and eighty (180) day cure period provided in the Notice.
- (d) Before initiating any legal proceeding for any Claim against the Declarant or an affiliate of Declarant, the Association shall:
 - (i) Provide full disclosure in writing to all Owners of all material information relating to the Claim, which includes without

limitation, a statement describing the nature of the Claim, the manner in which the Claim will be funded and a statement describing any demands, notices, offers to settle or responses to offers to settle made either by the Association or the Declarant or its affiliate, if applicable;

- (ii) Call and hold a special meeting of the Owners to discuss the Claim and disclosures, and provide at least seventy-two (72) hours notice to each Bound Party of such meeting, and permit a representative of each Bound Party to attend the special meeting;
 - (iii) Receive approval from two-third (2/3) of the entire Allocated Interest at the special meeting to initiate any legal proceeding of the Claim against the Declarant and/or its affiliate, if applicable; and
 - (iv) Allow the one hundred and eighty (180) day right to cure period to expire.
- (e) Any post-turnover litigation involving the Bound Parties shall strictly comply with each of the provisions of this Section. The parties hereby covenant, stipulate, and agree that in the event the Bound Parties fail to satisfy the prerequisites set forth herein, the non-compliant party will indemnify, defend, hold harmless, and exculpate the other Bound Party to the fullest extent permissible by law, and the non-breaching Bound Party shall be entitled to recover any and all attorneys fees and costs expended as a result of enforcing this Section, which fees and costs may include, without limitation, pre-litigation attorneys fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. The Bound Parties further covenant, stipulate, and agree that failure to comply with this Section herein will result in damages to Declarant including, without limitation, reputational harm, and may result in damages to Declarant including lost revenues, and loss of business and sales opportunities.
- (f) Any provision in this Declaration notwithstanding: (1) other than as set forth in this Section, the Association shall have no power whatsoever to institute, prosecute, maintain or intervene in any proceeding of a Claim, (2) any institution, prosecution or maintenance of, or intervention in a proceeding of a Claim by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section, shall be unauthorized and *ultra vires* (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any Director who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section to personal liability to the

LEGAL DESCRIPTION

Units 101 thru 112 and Units 201 thru 212, contained within Jordan Ridge Condominiums, Phase 1, A Utah Condominium Project as identified in the record of Survey Map recorded May 6, 2011, as Entry No. 34400:2011, of Plats, and as further defined and described in the Declaration of Covenants, Conditions and Restrictions of Jordan Ridge Condominiums Phase One recorded May 6, 2011, as Entry No. 34401:2011, in the Office of the Recorder of Utah County, Utah, and in any supplements/amendments thereto.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in Declaration and any amendments thereto.

Units 301 thru 312 and Units 401 thru 412, contained within Jordan Ridge Condominiums, Phase 2, A Utah Condominium Project as identified in the record of Survey Map recorded February 26, 2013, as Entry No. 18466:2013, of Plats, and as further defined and described in the Declaration of Covenants, Conditions and Restrictions of Jordan Ridge Condominiums Phase Two recorded February 26, 2013, as Entry No. 18467:2013, in the Office of the Recorder of Utah County, Utah, and in any supplements/amendments thereto.

Units 501 thru 512 and Units 601 thru 612, contained within Jordan Ridge Condominiums, Phase 3, A Utah Condominium Project as identified in the record of Survey Map recorded September 16, 2014, as Entry No. 66172:2014, of Plats, and as further defined and described in the Declaration of Covenants, Conditions and Restrictions of Jordan Ridge Condominiums Phase Three, recorded September 16, 2014, as Entry No. 66173:2014, in the Office of the Recorder of Utah County, Utah, and in any supplements/amendments thereto.

Together with the appurtenant undivided interest in and to the common areas and facilities more particularly described in Declaration and any amendments thereto.

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