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Donald E. Smith

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AMENDMENT TO DECLARATION FOR
OAKCREST, A
CONDOMINIUM PROJECT

This Amendment is made by Garden Park Homeowners Association, Inc., by consent of the unit owners representing the ownership of 75 percent or more of the total number of units.

1. Subsequent Amendment. All amendments to the original declaration for Oakcrest, a condominium project, are hereby revoked.

2. Original Declaration. Pursuant to the Utah Condominium Ownership Act, the declaration hereinafter referred to as "Declaration", for Oakcrest Condominium, a condominium project, was duly executed and acknowledged by the Declarant on January 15, 1974. On March 29, 1974 the declaration was recorded in the official records of Utah County, State of Utah, as entry No. 5070, in Book 1364, at Pages 799 to 818.

3. Paragraph 6, located on Pages 2 and 3 of the Declaration shall read as follows:

6. Use of Units. Unit owners shall not, without the written consent of the management committee, occupy or use the unit, or permit the same or any part thereof to be occupied or used for any purpose other than as a single family, private dwelling, and shall not permit or suffer anything to be done or kept in the unit which will interfere with the rights of other unit owners, or annoy such owners by unreasonable noises or otherwise. They shall not permit or suffer anything to be done or kept in the unit which will increase the rate of fire insurance on the project unless approved by the management committee and if by reason of the occupancy or use of a unit the rate of fire insurance on the project shall be increased, the owner thereof shall become personally liable for the additional insurance premiums upon all policies covering the project, and the management committee shall have the right to collect the same, when charged to the owner as additional assessments for the units.

For the purposes of this paragraph, a single family shall be defined as any one of the following:

- A. Persons dwelling in the unit who are husband wife and unmarried children of the husband and wife (who are married to each other).
- B. A parent with that parent's unmarried children.
- C. Not more than two single adults who are unrelated.
- D. A husband and wife (married to each other) without children living with them.

4. Additional Phases of Project. Paragraph 10, located on pages 3 and 4 of the original Declaration shall be amended to read as follows:

10. Additional Phases of Project. There shall be no additional phases to this condominium project.

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5. Management. Paragraph 11 located on Page 4 of the original Declaration, shall be amended to read as follows:

11. Management. The condominium project including the common areas and facilities shall be managed, operated and maintained by a management committee as provided in the Condominium Ownership Act and the bylaws promulgated pursuant thereto as the same may be amended from time to time; provided, however, that said management committee may engage the services of a resident manager and enter into management contracts with a management firm. All improvements, including landscaping, will be maintained in a manner at least equal to the initial installation required by the plans heretofore approved by Orem City.

Any agreement for professional management of the condominium project which may be entered into by the management committee or the association of unit owners shall call for a term not exceeding three (3) years and shall provide that for cause such management agreement may be terminated by the management committee or by the association of unit owners upon the expiration of not more than 30 days after notice of termination has been delivered to the persons hired pursuant to such management agreement.

6. Insurance. Paragraph 15, found on Page 5 of the original Declaration, shall be amended to read as follows:

15. Amendment Re Insurance. Section 15 ("Insurance") of the Declaration of Section 2 ("Insurance") of Article V of the Bylaws in each amended in its entirety to read as follows:

A. Hazard Insurance. The Management Committee shall at all times maintain in force hazard insurance meeting the following requirements:

- (i) A multi-peril type policy covering the entire Condominium Project (both Units and common areas) shall be maintained. As a minimum, such policy shall provide fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than eighty percent (80%) of the insurable value (based upon replacement cost).
- (ii) If a steam boiler is contained in the condominium project, there shall be maintained boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy. Said policy shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000) per accident per location.
- (iii) If the Condominium Project is located in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "Blanket" policy of flood insurance on the condominium project shall be obtained

and maintained. The amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under said Act or the aggregate of the unpaid principal balance of the first mortgages and first trust deeds affecting the individual condominium units.

- (iv) The name of the insured under each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall be in form and substance essentially as follows: "Association of Unit Owners of the Oakcrest Condominium Project for the use and benefit of the individual Owners." [Said Owners shall be designated by name, if required].
- (v) Each such policy shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of mortgagees of individual units as their interests may appear or shall be otherwise endorsed to fully protect the interests of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify the holder of each first mortgage or deed of trust affecting a Unit at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

B. Fidelity Insurance. The Management Committee shall at all times maintain in force fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association of Unit Owners as the insured and shall be written in an amount sufficient to afford the protection reasonably necessary.

C. Liability Insurance. The Management Committee shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas, including any commercial spaces and public ways contained in the Project. Such insurance shall include a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners.

D. General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Paragraphs A, B, or C shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has financial rating by Best's Insurance Reports of BBB+ or better. No such policy shall be maintained where: (i) under the terms of the carrier's charter, bylaws, or policy contributions may be required from, or assessments may be made against, a Unit Owner, the holder of a mortgage record of trust on a Unit, the Management Committee

Association of Unit Owners; (ii) by the terms of the carrier's charter, bylaws, or policy payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which would prevent the party entitled from collecting insurance proceeds.

7. Mortgage Protection. Declaration shall be amended so as to add Paragraph 23 which shall be entitled "Mortgage Protection" and shall read as follows:

23. Mortgage Protection. As used in this Section 23: (i) the term "Mortgage" shall mean and include both a first mortgage on any Unit and a first deed of trust on any Unit; and (ii) the term "Mortgagee" shall mean and include both a mortgage under a first mortgage on any Unit and a beneficiary under a first deed of trust on any Unit.

- A. Notice of Default. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or said Association shall notify such Mortgagee in writing in the event that the Owner of the Condominium Unit encumbered by the Mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his part to perform any of his obligations under the Declaration or Bylaws.
- B. Right of First Refusal. None of the provisions of Article IX of the Bylaws, nor any right of first refusal or option to purchase a Unit created in said Article IX, shall apply to the extent that such right of first refusal or option exists or arises as a result of or in connection with: (i) Foreclosure of a Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure; or (ii) Any transfer or sale of a Unit by a person or entity which previously was the Mortgagee thereof, in the event such person or entity became the Owner of such Unit as a result of one of the procedures mentioned in the foregoing item (i).
- C. Assessments Subordinate. The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to the Declaration of the Utah Condominium Ownership Act shall be subordinate to the Mortgage affecting such Unit, and the Mortgagee thereunder which comes into possession of the Unit shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the Mortgagee is interested). No assessment, charge, lien, or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden

a Mortgagee which comes into possession shall be collected or enforced by either the Management Committee or the Association of Unit Owners from or against a Mortgagee, a successor in title to a Mortgagee, of the Condominium Unit affected or previously affected by the Mortgage concerned.

- D. Abandonment, Termination and Subdivision. Unless at least seventy five percent (75%) of the Mortgagees (based upon one vote for each Mortgage) of the individual Units have given their prior written approval neither the Management Committee nor the Association of Unit Owners shall be entitled, by act, omission, or otherwise: (i) To abandon or terminate the Condominium Project or to abandon or terminate the arrangement which was established by the Declaration and the Project's Record of Survey Map; (ii) To partition or subdivide any Condominium Unit; (iii) To abandon, partition, subdivide, encumber, sell, or transfer all or any part of the Common Areas (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas); or (iv) To use hazard insurance proceeds resulting from damage to any part of the Condominium Project (whether to Units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided by the Utah Condominium Ownership Act in Case of substantial damage to the Units and/or Common Areas.
- E. Alteration of Undivided Interests. Unless at least seventy-five percent (75%) of the Mortgagees (based upon one vote for each Mortgage) of the individual Units have given their prior written approval, neither the Management Committee nor the Association of Unit Owners shall change the pro rata interests or obligations of any Condominium Unit which apply for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share or ownership of each Unit in the Common Areas.
- F. Examination of Records. Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners, or of the Condominium Project.
- G. Reserve Fund. The Management Committee and Association of Unit Owners shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Unit Owners rather than by special assessments.

- H. Notice of Substantial Loss. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Committee or said Association shall notify such Mortgagee in writing in the event that there occurs any loss to or taking of the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Ten Thousand Dollars (\$10,000.00). Said notice shall be given within ten (10) days after the Management Committee or said Association learns of such loss or taking.
- I. Amendment. No amendment to this Section 23 which has the affect of diminishing the rights, protection, or security afforded to Mortgagees shall be accomplished or effective unless at least seventy-five percent (75%) of the Mortgagees (based upon one vote for each Mortgage) of the individual Units have given their prior written approval to such amendment. Any amendment to this Section 23 shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the Recorder of the County in which the Condominium Project is situated. In any instrument an officer of the Management Committee shall certify that any prior written approval of mortgagee required by this Paragraph I as a condition to amendment has been obtained.

8. Name. The Declaration shall be amended to add, as Paragraph 24, the following:

24. Name. The name by which this Condominium Project shall be known shall be Garden Park Condominium Project.

9. Effective Date of Amendment. The effective date of the amendments accomplished by this instrument shall be the date on which this amendment is filed for record with the office of the County Recorder, Utah County, State of Utah. From and after said date the Declaration and By-laws of Oakcrest Condominium Project, now known as Garden Park Condominium Project, shall consist of the original Declaration and By-Laws as amended by this instrument.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the 7th day of March, 1983.

GARDEN PARK HOMEOWNERS ASSOCIATION,
INC.:

by Norma Patterson
NORMA PATTERSON, Chairman

Elaine Poulsen
ELAINE POULSEN

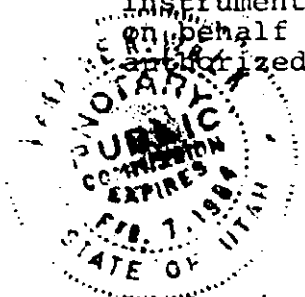
Gerald J. Smith
GERALD J. SMITH

Eloise Kirkman
ELOISE KIRKMAN

Floyd Johnson
FLOYD JOHNSON

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 7th day of March, 1983, personally appeared before me Norma Patterson, Blaine Foulson, Gerald Smith, Eloise Kirkman and Floyd Johnson and they are the duly constituted Chairman and members of the Management Committee of the Homeowners Association, who duly acknowledge that they were the signers of the foregoing instrument and that they have executed said instrument for and on behalf of 75 percent or more of the Unit owners as specifically authorized by those ballots of said homeowners.



L. Richard Waters
NOTARY PUBLIC

My Commission Expires: 2 9 8 4

Residing at: Utah UT

AMENDMENT TO THE BY-LAWS
GOVERNING OAKCREST CONDOMINIUM PROJECT,
NOW KNOWN AS GARDEN PARK CONDOMINIUM PROJECT

This Amendment is made to the By-Laws of Oakcrest Condominium Project, now known as Garden Park Condominium Project, which amendment has been approved by the affirmative of Unit owners representing the ownership of not less than 75 percent of the total number of units in the Condominium Project.

1. Name. The name of this Condominium Project shall be Garden Park Condominium Project. In each and every instance where the name Oakcrest, a Condominium Project, or derivative thereof, has been used in the By-Laws or any other governing document of this Condominium Project, the words "Garden Park Condominium Project" shall be substituted for such language.

2. Regular Meetings. A regular meeting of the original By-Laws shall be amended to read as follows:

ARTICLE I

Section 5. Regular Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual unit owners meeting at the place at which such units owners meeting is held. Regular meetings, other than the annual meeting, shall be held at regular intervals and at such places and at such times as the committee may from time-to-time by resolution provide. Notice shall be given of regular meetings of the committee in such manner as the committee deems to be reasonable.

3. Property Management. ARTICLE I, Section 10 in the original By-Laws, contained on Page 2 of the original By-Laws shall be changed to read as follows:

ARTICLE I: Section 10. Property Management. The Management Committee may engage the services of a resident manager and a property management firm having requisite skills in condominium operation and maintenance, and fix the terms of contracts there-with and pay reasonable fees of compensation therefore, and may delegate such of the committee duties and functions thereto as the committee deems appropriate from time-to-time.

Any agreement for professional management of the condominium project which may be entered into by the Management Committee or the Association of Unit Owners, shall call for a term not to exceed three (3) years and shall provide that for a cause such management agreement may be terminated by the Management Committee or by the Association or Unit Owners upon not more than 30 days written notice to the managers so employed.

4. Declarant Performs Functions. ARTICLE I, Section 11 entitled "Declarant Performs Functions" and found on pages 2 and 3 of the original Declaration are hereby deleted.

5. Annual Meeting. Article II, Section 1 shall be amended to read as follows:

Section 1. Annual Meeting. The annual meeting of all Unit Owners shall be held at 7 o'clock p.m. on the third Tuesday of September of each year at such place as shall be stated in the notice of the meeting or in the duly executed waiver of notice. If such date falls on a legal holiday, the meeting shall be held on the next succeeding business day. The Management Committee may, by resolution, fix the date of the annual meeting at such other date as it shall deem appropriate. At such meeting the Unit Owners

shall elect committee members for two (2) year terms, which terms shall commence as of October 1 immediately following their election. The term of any duly elected or appointed committee members shall not expire until his successor is elected and is qualified. Only Unit Owners shall be eligible for election as committee members.

6. Determination of Pro Rata Portion. Article IV, Section 3, shall be amended to read as follows:

Section 3. Determination of Pro Rata Portion. The pro rata portion of the project's condominium expenses which is payable by each owner in and for each year or portion of a year, shall be based upon the undivided ownership interest in the common areas which is appurtenant to each such owner's unit (as set forth in Exhibit "A" to the Declaration). Such assessments, together with any additional sums accruing under the declaration of these By-laws shall be payable monthly in advance, or in such payments and installments as shall be required by the Management Committee, and at such times as shall be provided for by the Management Committee.

7. Insurance. Article V, Section 2 of the original By-Laws, found on Pages 7 and 8 of the original By-Laws, shall be amended to read as follows:

8. Amendment Re Insurance. Section 15 ("Insurance") of the Declaration and Section 2 ("Insurance") of Article V of the Bylaws is each amended in its entirety to read as follows:

A. Hazard Insurance. The Management Committee shall at all times maintain in force hazard insurance meeting the following requirements:

(i) A multi-peril type policy covering the entire Condominium Project (both Units and Common Areas) shall be maintained. As a minimum, such policy shall provide fire and extended coverage insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than eighty percent (80%) of the insurable value (based upon replacement cost).

(ii) If a steam boiler is contained in the Condominium Project, there shall be maintained boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy. Said policy shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per accident per location.

(iii) If the Condominium Project is located in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The amount of coverage afforded by such policy shall be the lessor of the maximum amount of

insurance available under said Act or the aggregate of the unpaid principal balances of the first mortgages and first trust deeds affecting the individual Condominium Units.

(iv) The name of the insured under each policy required to be maintained by the foregoing items (i), (ii), and (iii) shall be in form and substance essentially as follows: "Association of Unit Owners of the Oakcrest Condominium Project for the use and benefit of the individual Owners." [said owners shall be designated by name, if required.]

(v) Each such policy shall include the standard mortgagee clause which either shall be endorsed to provide that any proceeds shall be paid to the Association of Unit Owners for the use and benefit of mortgagees of individual Units as their interests may appear or shall be otherwise endorsed to fully protect the interests of mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify the holder of each first mortgage or deed of trust affecting a Unit at least ten (10) days in advance of the effective date of any reduction in or cancellation of the policy.

- B. Fidelity Insurance. The Management Committee shall at all times maintain in force fidelity coverage against dishonest acts on the part of directors, managers, trustees, employees, committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association of Unit Owners as the insured and shall be written in an amount sufficient to afford the protection reasonably necessary.
- C. Liability Insurance. The Management Committee shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas, including any commercial spaces and public ways contained in the Project. Such insurance shall include a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other owners, the Management Committee, or the Association of Unit Owners.
- D. General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Paragraphs A, B, or C. shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of BBB+ or better. No such policy shall be maintained where: (i) under the terms of the carrier's charter, bylaws, or policy contributions may be required from, or assessments

may be made against, a Unit Owner, the holder of a mortgage record of trust on a Unit, the Management Committee or the Association of Unit Owners; (ii) by the terms of the carrier's charter, bylaws, or policy payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which would prevent the party entitled from collecting insurance proceeds.

8. Use of Unit. Article VII, Section 2 of the original Bylaws shall be amended to read as follows:

Section 2. Use of Unit. No owner or occupant of any of said units, shall without prior written consent of the committee, occupy or use any of said units, nor permit any person over whom such owner or occupancy has or may exercise supervision and control to occupy or use the same, for any purpose other than a private dwelling, or to permit or suffer anything to be done or kept in or upon any of said units which would constitute a nuisance or a violation of any law, ordinance, or regulation, which would interfere with the rights of other owners or occupants of the project. No sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any window or outside wall of the project, except upon specific approval of the management committee. A single family shall be defined, for the purpose of these bylaws, as is set forth in the amendment to the Declaration dated the 7th day of March, 1983.

9. Maintenance of Units. Article V, Section 3 of the original bylaws shall be amended to read as follows:

Section 3. Maintenance of Units. Each unit owner at his own expense shall keep the interior of his unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance of his unit. Except to the extent that the management committee is protected by insurance against such injury, the owner shall repair all injury or damage to the building or buildings caused by the act, negligence or carelessness of the owner or that of any lessee or sublessee or any member of the owner's family or of the family of any lessee or sublessee, or of any guest, employee or agent of the owner or his lessee or sublessee, and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the unit in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing fixtures, heating and air conditioning equipment, compactors, dishwashers, disposers, ranges, etc., that may be in or connected with the unit. The owner shall be entitled to the exclusive use and possession of the patio, carport and storage areas attached or designated to his unit and shall be responsible for the maintenance and upkeep of said patio, carport and storage areas provided, however, that without written permission of the management committee first had and obtained, the owner shall not make or permit to be made any structural alternation, improvement or addition in or to the unit, patio, carport and storage areas or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building, in which his unit is located. A unit owner shall not make any alteration to the interior of his unit which may affect an adjoining unit without the prior written approval of the adjoining unit owner and the committee.

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10. Pets. Article VII, Section 5 of the original Bylaws shall be amended to read as follows:

Section 5. Pets. No pet shall be kept or harbored in the project unless the same in each instance be expressly permitted by the management committee. In no event shall pets be permitted in any of the common areas and facilities of the project unless carried or upon a leash. The owner shall indemnify the committee and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any pet in the project.

11. Amendments. Article VIII of the original Bylaws shall be amended to read as follows:

ARTICLE VIII

Amendments

These Bylaws may be altered, amended, or repealed by the affirmative vote of three-fourths of the unit owners at any regular meeting of such unit owners, or at any special meeting if notice of the proposed alteration or repeal be contained in the notice of such special meeting.

DATED this 7th day of March, 1983.

GARDEN PARK HOMEOWNERS ASSOCIATION, INC.:

By Norma Patterson
NORMA PATTERSON, Chairman

Blaine Poulsen
BLAINE POULSEN

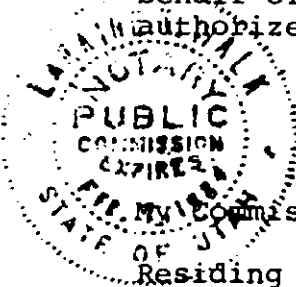
Gerald J. Smith
GERALD J. SMITH

Eloise Kirkman
ELOISE KIRKMAN

Floyd Johnson
FLOYD JOHNSON

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On this 7th day of March, 1983, personally appeared before me Norma Patterson, Blaine Poulsen, Gerald Smith, Eloise Kirkman and Floyd Johnson who did swear that they are the duly constituted Chairman and members of the Management Committee of the Homeowners Association, and who duly acknowledge that they were the signers of the foregoing instrument and that they have executed said instrument for and on behalf of 75 percent or more of the Unit owners as specifically authorized by those ballots of said homeowners.



Robert K. Wain
NOTARY PUBLIC

My Commission Expires: 2/1/84
Residing at: Drum Mt