

return to: LaMar Richards
3565 Oakwood St.
Salt Lake City, UT 84109

1980 MAR 13 PM 3:51
NINA P. NEHI
DEPUTY
UTAH COUNTY RECORDER
PI. ABS. 1111
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RECORDED AT THE REQUEST OF

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VALLEY TITLE
iw71d

AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF WESTBRIDGE
PLANNED UNIT DEVELOPMENT

Pursuant to Section 6.03 of the Declaration of Covenants, Conditions and Restrictions of Westbridge Planned Unit Development, Provo City, Utah, dated May 1, 1979, and recorded May 1, 1979 as entry No. 16318, in Book 1239, at Pages 802-914 inclusive, Article VI of said Declaration is hereby amended to include the following additional sections as set forth hereinbelow. Said amendments shall govern, notwithstanding any provisions to the contrary in said Declaration, the Articles of Incorporation or By-Laws:

Lease Requirements

Section 6.05. In the event of any lease between the owner of a lot and attached structure (hereinafter "unit") in this Planned Unit Development (hereinafter "PUD") and a lessee for the lease of such unit, such lease shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation and By-Laws. Any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. Other than the foregoing, there are no restrictions on the right of any unit owner to lease his unit as long as such unit owner complies with rules and regulations as determined by the Home Owners Association.

Easement for Encroachment and Maintenance

Section 6.06. In the event any portion of any unit encroaches upon the common areas and facilities, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the PUD, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Termination of Management Agreement

Section 6.07. Any management agreement for the PUD will be terminable by the Association for cause upon 30 days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods.

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above

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Rights of First Lien Mortgages

Section 6.08. The holders of first mortgages or their equivalent on units have the following rights:

(A) Except as to the Association's right to grant easements for utilities and similar or related purposes, the common area and facilities may not be alienated, released, transferred, hypothecated, or otherwise encumbered without the approval of all holders of first mortgage liens on units. This requirement is in addition to the requirement contained in Section 2.01(C) hereof with respect to approval of transfers and dedications of common area and facilities by the members.

(B) The holders of first mortgage liens have the right to have access to the books and records and financial statements of the PUD and the Association. Such lien holders have the right to:

(1) Inspect such books, records and statements during normal business hours;

(2) Receive an annual audited financial statement of the PUD within 90 days following the end of any fiscal year of the PUD; and

(3) Written notice of all meetings of the Association and to designate a representative to attend such meetings.

(C) The Association will send written notice to the institutional holders of first mortgage liens on units in the event of:

(1) Abandonment or termination of the PUD;

(2) Any material amendment to the Declaration, By-Laws or Articles of Incorporation of the PUD; and

(3) The effectuation of any decision by the Association to terminate professional management and assume self-management of the PUD.

(D) With respect to substantial damage to or destruction of any unit or any part of the common areas and facilities, no provision of any document establishing the PUD will entitle the owner of a unit or other party to priority over an institutional holder of any first mortgage lien or equivalent security interest

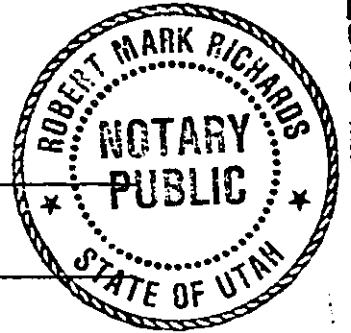
in a unit with respect to any distribution to such unit of any insurance proceeds. The Association will send such institutional holder timely written notice of any such damage or destruction.

(E) If any unit or portion thereof or the common areas and facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding, no provision of any document establishing the PUD will entitle the owner of a unit or other party to priority over an institutional holder of any first mortgage lien or equivalent security interest on a unit with respect to any distribution to such unit of the proceeds of any award or settlement. The Association will send such institutional holders timely written notice of any such proceeding or proposed acquisition citing applicable documents so providing.

(F) Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchase at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a share of such assessments or charges resulting from a reallocation of such assessments or charges to all PUD units including the mortgaged unit.

The Declaration is hereby amended pursuant to the terms of this instrument by virtue of the following written approval of at least 90% of the lot owners on this 28 day of FEBRUARY, 1980.

Signature	Lot
<u>William T. McCoy</u>	<u># 20</u>
<u>Sherrice Jo Hunt</u>	<u># 14</u>
<u>Sherry R. Boone</u>	<u># 13</u>
<u>Michael J. Hunt</u>	<u># 6</u>
<u>Arthur Hill</u>	<u># 2</u>



My Commission Expires 4-30-82
Robert Mark Richards
 RESIDING AT SALT LAKE COUNTY

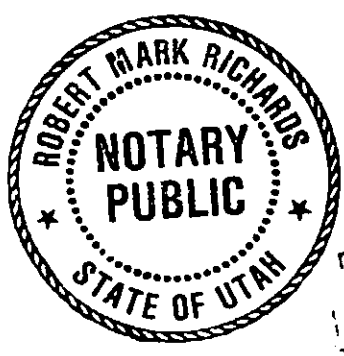
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Signature	Lot
<u>Jeffrey Leef</u>	<u>#19</u>
<u>Eileen L. Dennis</u>	<u>#18</u>
<u>Cathrine Richards</u>	<u>#15</u>
<u>James C. Greek</u>	<u>#16</u>
<u>Roy E. Beers</u>	<u>#9</u>
<u>Carolyn Webb</u>	<u>#4</u>
<u>Connie Theodore</u>	<u>#21</u>
<u>Becky Richman</u>	<u>#22</u>
<u>Barbara Ann Boyle</u>	<u>#23</u>
<u>Alva Barnes</u>	<u>#17</u>
<u>Tim Mahoney</u>	<u>#25</u>
<u>Rick Kinateder</u>	<u>#5</u>
<u>Millard L. Bundy</u>	<u>#1</u>

Mar Kay Enterprises
J. Lamar Richards, Pres. 24 + 26 through 57

STATE OF UTAH)
 : ss:
COUNTY OF SALT LAKE)

On the 28th day of February, 1980, the following persons, upon first being duly sworn, did say they executed the within instrument, ~~William T. McCoy, Sherrie Jo Hunt, Sherry R. Boone, Michael Theules, Arthur Bell, Jeffrey Leef, Eileen L. Dennis, Cathrine Richards, James C. Greek, Roy E. Beers, Carolyn Webb, Connie Theodore, Becky Richman, Barbara Ann Boyle, Alva Barnes, Tim Mahoney, Rick Kinateder, Millard L. Bundy, and J. Lamar Richards.~~



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