

Returned

OCT 21 1992

997330 BK 1544 PG 286

REGOL DEAN PAGE, DAVIS CNTY RECORDER

1992 OCT 21 1:39 PM FEE 38.00 DEP CDP

REC'D FOR CHRISTENSEN, SHARM

AMENDMENTS TO DECLARATION OF CONDOMINIUM OF NAYON HEIGHTS CONDOMINIUM
and to the By-laws attached thereto.

This amendment is made and executed on the date shown below by the Nayon Heights Condominium Management Committee.

WHEREAS, by Declaration of Condominium of Nayon Heights Condominium, dated November 3, 1975 and recorded December 31, 1975 as Entry No. 425566 in Book 587, pages 966 to 984, inclusive, records of Davis County, Utah, and

NOW THEREFORE, the unit owners of Nayon Heights Condominium hereby amend all prior declarations and amended declarations recorded against the real property located in Davis County, Utah; known as Nayon Heights Condominium and more fully described on Exhibit "A" attached hereto:

This amendment shall become effective upon recording and shall be controlling in the event of a conflict between this amendment and any other provisions of the Declaration and its amendments.

NOW THEREFORE, such Declaration is hereby DECLARED AMENDED as follows:

1. (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 Declarations and By-laws. 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 against a lessee in violation of the Declarations, the by-laws, or Rules of the Association.

(b) Unit owners may not lease their units for an initial term of less than thirty (30) days. It is recommended that the initial term of a lease be at least six (6) months.

2. 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 Declaration, By-laws, 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, with or without judicial process, and shall be entitled to any 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.

3. In the event the Management Committee maintains, alters, repairs, replaces, fixes or otherwise incurs expenses or costs in connection with the maintenance, repair, alteration or replacement of any portion of any 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:

(a) 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;

(b) 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;

(c) A unit owner fails within thirty (30) 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 Declarations, By-laws, Regulations, or Rules for Nayon Height Condominiums or to take necessary action to prevent damage to the common areas and facilities or to another unit or units.

4. Article VI, Section 1. of the Declaration/By-laws 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 as 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 cumulative late fees of \$10.00 for each month the assessment remains unpaid. All payments shall be first applied to late fees and then to the payment first due.

5. As used in the Declaration or By-laws, the words "unit owners" or "owner" shall mean the person or persons owning a unit in Nayon Heights Condominiums in fee simple 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 Davis County, Utah.

CERTIFICATION

It is hereby certified that condominium unit owners holding more than 67% of the undivided ownership interest in the common areas and facilities have voted to approve these amendments.

IN WITNESS WHEREOF, we have affixed our signatures this 15th day of October A.D. 1992.

Sylvia Lynch
Sylvia Lynch

Linda Hayward
Linda Hayward

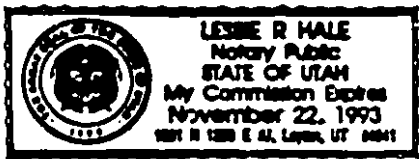
Lucile Lowrey
Lucile Lowrey

Pam Sparks
Pam Sparks

Anthony Cranston
Anthony Cranston

STATE OF UTAH)
) SS.
COUNTY OF DAVIS)

On the 15th day of October, A.D. 1992, personally appeared before me Sylvia Lynch, Linda Hayward, Lucile Lowrey, Pam Sparks, and Anthony Cranston, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Leslie R. Hale OCT 15, 1992

Exhibit "A"

Beginning at a point South 89-30'40" West 621.88 feet and North 0-27'15" West 27.43 feet from the Southeast corner of the Southwest Quarter of Section 15, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, and running thence North 0-27'15" West 600.43 feet; thence West 219.85 feet; thence South 0-17' East 137.42 feet; thence West 171.15 feet; thence South 0-24' East 462.43 feet; thence South 89-55' East 391.85 feet to the point of beginning. Containing 4.85 acres. EXCEPTING THEREFROM, Nayon Street therein, which is a public street.