

# AMENDMENT TO DECLARATION AND BYLAWS OF COUNTRY HILLS SQUARE CONDOMINIUM

This amendment is made and executed on the date shown below by the Country Hills Square Condominium Management Committee.

## RECITALS

WHEREAS, Country Hills Square Condominium was created by Declaration of Condominium of Country Hills Square Condominium, recorded in the records of Weber County, Utah; and

WHEREAS, Country Hills Square Condominium desires to amend and restate the original Declaration Establishing a Condominium Project in order to update, modify, correct and amend provisions in the original Declaration and to amend the Bylaws; and

WHEREAS, the unit owners of Country Hills Square Condominium desire to (1) preserve and enhance the quality of life at Country Hills Square Condominium, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the residents of Country Hills Square Condominium, and (4) enforce the rules of the condominium association more consistently, fairly and economically;

WHEREAS, it is the desire of the Management Committee of Country Hills Square Condominium, the unit owners and the residents of Country Hills Square Condominium to live in a condominium community that is orderly, peaceful and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Country Hills Square Condominium.

WHEREAS, the unit owners of Country Hills Square Condominium desire to (1) preserve and enhance the quality of life at Country Hills Square Condominium, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the residents of Country Hills Square Condominium, and (4) enforce the rules of the condominium association more consistently, fairly and economically;

NOW THEREFORE, the unit owners of Country Hills Square Condominium hereby restate and amend the Declaration Establishing a Condominium Project and its Bylaws recorded against the real property located in Weber County, Utah; known as Country Hills Square Condominium and more fully described on Exhibit "A" attached hereto, to include among other things, the authority to enforce the rules and regulations in effect at Country Hills Square Condominiums by levying a fine after appropriate notice has been given. If there is any conflict between this Amendment to Declaration and Bylaws and the original Declaration and Bylaws, this document shall control.

This amendment shall become effective upon recording. The Country Hills Square Condominium Declaration and Bylaws are hereby amended as follows:

E# 1884865 BK2278 PG319  
DOUG CROFTS, WEBER COUNTY RECORDER  
28-OCT-02 1128 AM FEE \$97.00 DEP JPM  
REC FOR: RICHARD.JONES

## AMENDMENT

### I. DEFINITIONS

- A. "Act" shall mean the Utah Condominium Ownership Act.
- B. "Owner" shall mean unit owner as defined by the Act and shall include a purchaser under a real estate contract.
- C. "Mortgage" shall mean a deed of trust as well as a mortgage.
- D. "Mortgagee" shall mean a beneficiary under a holder of a deed of trust as well as a mortgagee.
- E. "Unit" shall mean a unit as defined by the Act and as shown on the map including a patio or balcony. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, fireplaces, ceiling, windows and window frames, doors, and door frames and trim; and includes both the portions of the building herein described and the air space herein encompassed..
- F. "Common Areas and Facilities" shall mean the above described land, the part of the condominium project not specifically included in the respective unit as herein defined, all foundations, columns, girders, beams, supports, main walls, roof, exterior walkways, driveways, yards, gardens, fences, all installations of power, light, and utilities to the outlets, in general all other apparatus, installations, and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities and all Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.
- G. "Limited Common Areas and Facilities" shall mean the thirty covered parking stalls north of building number 1, which are set aside and reserved for the use of assigned owners to the exclusion of other owners.

### II. UNIT, COMMON AREAS AND FACILITIES

The Owners state that the property is divided into the following separate freehold estates:

- A. Thirty separate units as designated on the survey map recorded herewith.
- B. Those areas defined in Section III as Limited Common Areas and Facilities.
- C. The remaining portion of the Property known as Common Areas and Facilities as defined by the Act and Section III.

The owner shall be deemed to own the walls and partitions which are contained in his Unit and also shall be deemed to own (and shall have the exclusive right to paint, repaint, tile, paper or

otherwise refinish and decorate) the inner surfaces of the perimeter walls, floors, ceilings, windows, and doors bounding his Unit.

An Owner, however, shall not be deemed to own the exterior surfaces of the perimeter walls, windows, doors and surfaces bounding his Unit, nor the finished surfaces of the fence or carports; nor the utilities running through his Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Owners.

Each Owner shall be entitled to an undivided interest in such Common Areas and Facilities, in the percentages expressed in Section V hereof.

### **III. CONDOMINIUM**

The Unit which shall be individually conveyed and each Unit shall receive a 3.33% undivided interest in the Common Areas and Facilities which shall be conveyed with each Unit.

### **IV. COMMON EXPENSES, PROFITS AND VOTING RIGHTS**

Each Owner's share in the profits and common expenses, as well as his proportionate representation for voting purposes in the Association of Unit Owners, shall be the same as his percentage of undivided interest in the Limited Common Areas and Facilities, and the Common Areas and Facilities expressed in Section III.

### **V. USE OF UNIT**

Unit shall be occupied and used only as a private dwelling for the Owner, his family, social guests and lessees, and for no other purpose. Any leases must be for a period of at least 180 days.

### **VI. ENCROACHMENTS**

If any portion of the Limited Common Areas and Facilities or the Common Areas and Facilities encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Limited Common Areas and Facilities or the Common Areas and Facilities as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist.

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In the event any building, Unit, any adjoining Unit, or any adjoining Limited Common Areas and Facilities or the Common Areas or Facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments on parts of the Limited Common Areas and Facilities or the Common Areas and Facilities upon any Unit or upon any portion of the Limited Common Areas and Facilities or the Common Areas and Facilities due to such rebuilding, shall be permitted, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner.

#### **VII. PERSON TO RECEIVE SERVICE**

Sharm Christensen, whose address is 2531 East 1990 North, Layton, Utah, 84040, is hereby designated to receive notice of process in any action which may be brought relating to the Limited Common Areas and Facilities and the Common Areas and Facilities or more than on Unit. The Management Committee may amend this provision of the Declaration without a vote of the association upon recording a notice with the Weber County Recorder's Office of the agent to receive service of process.

#### **VIII. AMENDMENT**

Except as otherwise provided herein or in the Act, the provisions of the Declaration or Bylaws may be amended by the vote of at least 66 2/3% of all Owners cast in person or by proxy at a meeting duly held in accordance with the By-Laws, or, the Declaration or Bylaws may be amended by a vote, in writing but without a meeting, approved by 66 2/3% of the record Owners. No such amendment shall be effective until recorded in the office of the Recorder of Weber County, State of Utah.

#### **IX. ACCESS ROAD**

The Association will retain title to the roadway, labeled A in Exhibit I (in the original Declaration creating the condominium project), and the adjoining parcel of land east of the roadway, labeled B in Exhibit I (Id.). The maintenance and care of the roadway, planting areas bordering the road and surrounding the sign, fence, sign and lighting fixtures along the road and near the sign, will be the responsibility of the Management Committee, who represent the Association of Unit Owners.

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The Management Committee Will then be permanently responsible for the care and maintenance of the items listed.

## **X. BY-LAWS**

The By-Laws recorded with this Declaration shall be considered embodied in and part of the Declaration.

### **1. IDENTITY**

1.1 These are the By-Laws of the Association of Unit Owners (hereinafter referred to as the "Association") of "Country Hills Square." The By-Laws are part of the Declaration.

### **2. APPLICATION**

2.1 All persons who use the facilities of the Property in any manner are subject to this Declaration and to the rules and regulations contained therein.

### **3. GOVERNING FUNCTION BY MANAGEMENT COMMITTEE**

3.1 The affairs of the Association shall be governed by a Management Committee, the nature, powers and responsibilities of which are hereinafter defined.

### **4. MEETINGS OF THE ASSOCIATION**

4.1 Annual meetings of the Owners shall be held at such reasonable place and at such reasonable time as may be designated by the Management Committee.

4.2 Special meetings shall be held whenever called by notice of the Management Committee, and the Management Committee shall call by notice a special meeting upon receipt of a written request from Owners having thirty-three and a third percent of the total vote, which written request shall specify the matters to be considered. No matters shall be considered at a special meeting except those stated in the notice.

4.3 Notices of all meetings may be served personally or by mail at least ten days but not more than 20 days prior to such meeting. Any notice of meeting permitted or required shall be in writing, stating the purpose thereof and the time and place, and shall be served on each Owner of record at his Unit or at such address as the Owner shall have designated by notice in writing to the Management Committee of Manager. Mailing of a notice shall be considered service of notice.

4.4 A quorum at Association meetings shall consist of persons entitled to cast a

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majority of the total votes. In the event that a quorum is not present at any meeting, the Owners present, though less than a quorum, may adjourn the meeting to a later date and give notice thereof to all the Owners, and at that meeting, the Owners present shall constitute a quorum.

Except where a greater percentage is required by this Declaration, the acts approved by a majority vote of the voting power present at a meeting at which a quorum is present shall be the acts of the Owners.

4.5 Voting. Votes may be cast in person or by proxy. Where there is more than one record Owner of a Unit, one record Owner of the Unit must attend the meeting and in order to cast the votes to which they are entitled. However, any record Owner may designate another joint Owner of the same Unit as proxy or agent in a writing signed by such record Owner and filed with the Management Committee or Manager before the time appointed for each meeting.

4.6 The order of business at each annual meeting of the Association shall include:

(a) The presentation by the Management Committee of an accounting of the common expenses, itemizing receipts and disbursements for the preceding fiscal year, the allocation thereof the each Owner, and the estimated common expenses for the coming calendar year.

(b) The election of Management Committee members for the forthcoming year as hereinafter provided.

The order of business at all annual Association meetings as far as practicable shall be:

- (1) Calling of the roll
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes
- (4) Reports of Management Committee, etc.
- (5) Election of Management Committee members
- (6) Unfinished business
- (7) New business

4.7 The fiscal year shall be the calendar year.

## 5. MANAGEMENT COMMITTEE

5.1 The first Management Committee shall consist of five members.

5.2 Election. The members of the Management Committee shall consist of five Owners elected for a two-year term at annual meetings of the Association as their terms expire.

5.3 Voting for Management Committee shall be noncumulative

5.4 The term of each member's service shall be for a period of two years, and each member shall serve until his successor is elected, or until his death, resignation or removal; provided that if any

member ceases to be an Owner, his membership on the Management Committee shall thereupon terminate.

5.5 Vacancies, resignation and removal.

(a) Except as to vacancies provided by the removal of members of Owners (5.5)(c), vacancies in the Management Committee occurring between annual meetings of the Association shall be filled by the remaining members.

(b) Any member may resign by giving written notice to the manager or Management Committee.

(c) Any member may be removed by the Owners with the concurrence of two-thirds of those eligible to vote at a special meeting of the Association called for that purpose. The vacancy so created shall be filled by the Association at the same meeting.

(d) Only Unit Owners who are current in the payment of condominium assessments may be elected to the management committee. If a member of the management committee is delinquent in the payment of condominium assessments by more than 90 days, that member may not vote as a member of the management committee.

5.6 A quorum at Management Committee meetings shall consist of three members. The acts approved by a majority of those present at a meeting at which a quorum is present shall be the acts of the Management Committee, except where approval of a greater number of members is required by this Declaration.

5.7 Meetings of the Management Committee may be called, held and conducted in accordance with such regulations as the Management Committee may adopt.

5.8 Management Committee members shall serve without compensation.

5.9 A chairman shall be elected by the Management Committee, which chairman shall preside over both its meetings and those of the Owners. In the absence of any appointment of a Manager as hereinafter provided, this chairman shall act as Manager to perform any function which is delegated by the Management Committee to the Manager.

**6. MANAGER**

6.1 The Management Committee may delegate any of its duties, power or functions, to any person or firm to act as Manager of the project; provided that any such delegation shall be revocable upon written notice by the Management Committee.

6.2 The members of the Management Committee shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Management Committee.

**7. POWERS AND RESPONSIBILITIES OF THE MANAGEMENT COMMITTEE**

The Management Committee shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things, except as by law or by this Declaration that may not be delegated to or performed by the Management Committee. Such powers and responsibilities shall include, but not be limited to the following:

7.1 To make and collect assessments against the Owners and use the proceeds in the exercise of its powers and duties.

(a) Budget. Adopt an annual budget, determine the amount of common expenses payable by Owners, and allocate and assess the charges against the Owners pursuant to the percentages set forth in this Declaration.

If said budget proves inadequate for any reason, including nonpayment of any Owner's assessment, the Management Committee may at any time levy a further assessment, which shall be assessed to the Owners in like proportions, unless otherwise provided herein.

Each Owner shall be obligated to pay assessments made pursuant to this paragraph to the Management Committee in equal monthly installments on or before the first day of each month during the fiscal year, or in such other reasonable manner as the Management Committee shall designate.

(b) Assessments against Owners pursuant to the annual budget shall be made for the fiscal year annually before the year for which the assessments are made.

(c) Audits of books and records shall be made as provided in these By-Laws.

7.2 All maintenance, repair, replacement, structural alteration, reconstruction and the operation of the Limited Common Areas and Facilities, and the Common Areas and Facilities, whether located inside or outside of the Unit (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such expense shall be charged to such Owner), shall be the responsibility of the Management Committee. The interior surfaces of each Unit shall be maintained and repaired by and at the sole cost of the particular Owner.

7.3 Maintenance and repair of any Home, if such maintenance or repair is reasonably necessary in the discretion of the Management Committee to protect the Property or preserve the appearance and value of the project, and the Owner of such Home has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of maintenance or repair has been delivered by the Management Committee to such Owner; provided that the Management Committee shall Levy a special assessment against the condominium of such Owner for the cost of such maintenance of repair.

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However, the Management Committee shall have no authority to acquire and pay for, out of the common expense fund, any capital additions and improvements having a cost in excess of \$10,000.00 except as expressly provided herein.

7.4 The acquiring of all materials, supplies, personal property, labor, services, insurance, bonds, taxes or assessments which the Management Committee is required to secure or pay for pursuant to the terms of this Declaration or by-law, or which in its opinion shall be necessary or proper for the operation of the Limited Common Areas and Facilities and the Common Areas and Facilities, or for the enforcement of this Declaration; provided that if any such are provided for particular Homes and not for the Limited Common Areas and Facilities, and the Common Areas and Facilities, the cost thereof shall be specially assessed to the Owners of such Homes.

7.5 To employ personnel, including a Manager if necessary.

7.6 To make reasonable rules and regulations respecting the use, operation and maintenance of the Property, and to amend those rules, including the ability to assess fines and set the amount of a fine.

7.7 To enforce by legal means the Act, Declaration, and the reasonable rules and regulations covering the use, operation, and maintenance of the Property.

7.8 To engage legal and accounting services which are necessary for the use, operation and maintenance of the Property.

7.9 To acquire, hold and sell for the benefit of the Owners, tangible and intangible personal property; the beneficial interest therein shall be owned by the Owners and the transfer of a condominium shall transfer to the transferee ownership of the transferor's beneficial interest in such property.

7.10 To purchase, hold, lease as lessee, mortgage and convey any condominium for the benefit of the Owners; provided that no offer of purchase of a condominium shall be made without prior approval of 66 2/3% of the total vote of all remaining Owners of condominiums in the "Country Hills Square" either obtained in writing from the Owner or at a special meeting of the Association.

## **8. LIMITATION OF MANAGEMENT COMMITTEE'S LIABILITY; INDEMNIFICATION**

8.1 Limitation. Management Committee shall not be liable for any failure of water supply or other service to be obtained and paid for by the Management Committee hereunder; or for injury or damage to person or property caused by the elements or by another Owner or person on the Property; or resulting from electricity, water, rain, dust, sand or mud which may leak or flow from outside; or from any part of the building; or from any of its pipes, drains, conduits, appliances or

equipment; or from any other place unless caused by wilful and gross negligence of the Management Committee.

No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making or failing to make of repairs or improvements to the Limited Common Areas and Facilities and the Common Areas and Facilities or from any action taken to comply with any law, ordinance or orders of a governmental authority.

Unit owners must pay their monthly assessments regardless of complaints they have or claims they may assert against the management committee or the condominium association, and may not receive or claim any set-off against their monthly assessments for any reason. The association pays monthly expenses for water, sewer, maintenance, insurance, etc., and must receive payments each month from all unit owners to pay these bills that benefit each unit owner.

8.2 Indemnification. Each member of the Management Committee shall be indemnified by the Owners against all expenses and liabilities including attorneys' fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a member of the Management Committee, or any settlement thereof whether or not he is a member of the Management Committee at the time such expenses are incurred, except in such cases wherein the member of the Management Committee is adjudged guilty of willful misfeasance of malfeasance in the performance of his duties.

## 9. OWNER OBLIGATIONS AND DEFAULTS

Each Owner shall be obligated for annual and special assessments levied by the Management Committee for the common expenses, payable in such reasonable manner as the management Committee shall designate.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior annual assessment.

9.1 Separate Defaults. Each monthly or other periodic installment of any assessment and each special assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same are assessed at the time an assessment is made and shall be collectible as such together with late charges of \$25.00 per month for payments received after the 15<sup>th</sup> of each month in which they are due. Payments received shall be applied first to attorneys fees and costs incurred in any collection activity, then to late fees, and then lastly to pay the condominium assessment.

9.2 Lien for nonpayment. The amount of any assessment, whether regular or special, assessed to an Owner plus interest at 12% and costs, including reasonable attorneys' fees, shall become a lien upon such condominium as provided in Section 57-8-20 U.C.A., 1953 as amended.

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9.3 In case of foreclosure, the Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the mortgage security.

#### **10. OWNER'S OBLIGATION TO REPAIR**

10.1 Except for those portions which the Management Committee is required to maintain and repair hereunder (if any), each Owner shall at the Owner's expense 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 and condition of his Unit. The Owner shall likewise be responsible for the maintenance, repair or replacement of any plumbing fixtures, furnaces, lighting fixtures, washers, dryers, refrigerators, air conditioning equipment, dishwashers, disposals, hoods and ranges, windows and screens that may be in or connected with the Unit.

10.2 The Owner shall promptly discharge any lien which may hereafter be filed against his condominium and shall otherwise abide by the provisions of Section 57-8-19 of the Act.

#### **11. PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER**

11.1 The Owner shall not, without first obtaining written consent of the Management Committee, make or permit to be made any structural alteration, improvement or addition in or to his Unit or the Common Areas and Facilities. The Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or safety of the property or impair any easement or hereditament without the written consent of all Owners. The Owner shall not paint or decorate any portion of the exterior of the building or other Common Areas and Facilities. The Owner may not install air conditioning units in the windows of any units nor add any other item, appliance or apparatus to a unit that will affect the common area or the exterior appearance of a unit, nor that is not approved in writing in advance by the Management Committee.

#### **12. LIMITATION ON USE OF UNITS AND LIMITED COMMON AREAS AND COMMON AREA**

12.1 No Owner shall occupy or use his Unit, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's Lessee or guests.

12.2 No Owner shall permit anything to be done or kept in his Unit or any Limited

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Common Areas and Facilities or Common Areas and Facilities which will result in the cancellation of insurance on any Unit or any part of the Limited Common Areas and Facilities and Common Areas and Facilities which would be in violation of any law. No waste will be committed in the Limited Common Areas and Facilities and Common Areas and Facilities.

12.3 No food, drinks, or smoking will be allowed in hallways or entrance. Owners will be responsible for such damages caused by themselves and/or guests.

### **13. RIGHT OF ACCESS**

13.1 The Management Committee and its agents shall have the right of access to any Unit for the purpose of making inspections or performing maintenance or other work pertinent to lawful duties of the Management Committee or for the purpose of correcting another Unit of the Limited Common Areas and Facilities, and Common Areas and Facilities; provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner.

13.2 In case of emergency, such right of entry shall be immediate, whether the Owner is present or not.

### **14. INSURANCE AND BONDS**

The Management Committee shall obtain and maintain at all times insurance and bonds of the type and kind and in at least the amounts provided herein and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use.

14.1 Replacement Coverage. A policy or policies of fire insurance with extended coverage endorsement, for the full insurable replacement value of the Unit and Common Areas and Facilities, or such other fire and casualty insurance as the Management Committee shall determine gives substantially equal or greater protection to the Owners, and their mortgagees, as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each condominium, if any.

14.2 Liability. A policy or policies insuring the Management Committee, the Manager and the Owners against any liability to the public or to the Owners (of Unit and of the Limited Common Areas and Facilities and Common Areas and Facilities and their invitees, or tenants), incident to the ownership and/or use of the project, and including any personal liability of the Owners. Limits of liability under such insurance shall not be less than \$1,000,000.00 for any one person injured, for any one accident, and shall not be less than \$100,000.00 for property damage from each occurrence (such limits and coverage to be reviewed at least annually by the Management Committee

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and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against named insured.

14.3 Workmen's Compensation insurance to the extent necessary to comply with applicable laws.

14.35 Officers and directors errors and omission policy insuring members of the management committee against claims brought against them by virtue of their position as a member of the management committee or acting on behalf of the condominium association.

14.4 A fidelity bond naming the Manager, if any, and such other persons as may be designated by the Management Committee as principal, and the Owners as obligees, for the first year in an amount at least equal to the estimated cash requirement for that year, and for each year thereafter in an amount at least equal to the total sum collected through the common expense fund during the preceding year.

14.5 The foregoing insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Utah and holding a rating of "AAA" or better by Best's Insurance Reports.

(b) Exclusive authority to adjust losses under policies hereafter in force in the property shall be invested in the Management Committee or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained by the Management Committee hereunder be brought into competition with insurance purchased by individual owners of their mortgages.

(d) Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Management Committee in behalf of all of the Owners may realize under any insurance policy which the Management Committee may have in force on the project at any particular time.

(e) Each Owner shall be required to notify the Management Committee of all improvements made by the Owner to his Unit, the value of which is in excess of \$1,000.00.

(f) Any Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such Owner, shall file a copy of such individual policy or policies of such insurance with the Management Committee within 30 days after purchase of such insurance.

14.6 The Management Committee shall be required to make every effort to secure insurance policies that will provide for the following:

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- (a) A waiver of subrogation by the insurer as to any claims against the Management Committee, the manager, the Owners and their respective servants, agents and guests;
- (b) That the master policy on the project cannot be canceled, invalidated or suspended on account of the conduct of any officer or employee of the Management Committee or Manager without a prior demand in writing that the Management Committee or Manager cure the defect;
- (c) That the master policy on the project cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners; and
- (d) That any "no other insurance" clause on the master policy exclude individual Owner's policy from consideration.

**15. NO PARTITION**

15.1 There shall be no judicial partition of the project or any part thereof, nor shall any person acquiring any interest in the project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in U.C.A. 57-8-22 and 31; however, if any condominium shall be owned by two or more tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prevent a judicial partition as between such tenants. But such partition shall not affect any other condominium.

**16. ALTERATIONS, ADDITIONS AND IMPROVEMENT OF COMMON AREAS AND FACILITIES**

16.1 There shall be no structural alterations, capital additions to, or capital improvements of the Common Areas and Facilities requiring an expenditure in excess of \$10,000.00 without the prior approval of Owners holding 66 2/3% of the total votes, unless the Management Committee deems such expenditures necessary for the health and safety of the Unit Owners, to comply with legal requirements, or to comply with the provisions of this Declaration.

**18. FAILURE OF MANAGEMENT COMMITTEE TO INSIST ON STRICT PERFORMANCE IS NOT WAIVER**

18.1 The failure of the management Committee or Manager to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, these By-Laws or the rules and regulations, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Management

Committee or Manager of any assessment from and Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Management Committee or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee or Manager.

**19. ENFORCEMENT**

19.1 In any action of enforcement pursuant to Section 57-8-8 U.C.A., 1953, as amended, the prevailing party shall be entitled to recover reasonable attorneys' fees.

**20. AUDIT**

20.1 Any Owner at any time at his own expense may cause an audit to be made of the books and records of the Manager or Management Committee. The Management Committee, as a common expense, shall obtain an audit of all books and records pertaining to the project and furnish copies thereof to the Owners.

**21. NUMBER OF OCCUPANTS**

21.1 No more than two unrelated adults may occupy any one unit.

**22. PETS**

22.1 No dogs shall be allowed at Country Hills Square Condominiums. All dogs shall be strictly prohibited and promptly removed from Country Hills Square and the owner of the dog shall pay all costs and attorney's fees incurred in removing the dog. The Management Committee shall have authority to order any dogs removed that are brought into the condominiums after the date of this amendment.

22.2 Cats may be allowed at Country Hills Square Condominiums upon the written approval of the Management Committee, which shall be granted when a unit owner or resident agrees to abide by the provisions set forth herein. The Management Committee may refuse any request to admit a cat into the condominium if the applicant refuses to enter into a written agreement to abide by the provisions set forth herein. Under no circumstances will the Management Committee approve any application to bring a cat to the condominiums unless the following agreements are made in writing by the resident making the application:

- A. The cat will not disturb the other residents of the condominiums by creating an unacceptable level of noise or by creating any offensive odors.

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- B. The cat will not defecate on, do damage to, or in any way disturb, the common areas of the condominiums.
- C. The cat will remain inside the resident's unit at all times it is at the condominiums unless it is on a leash and in the presence of the unit owner or agent of a unit owner.
- D. The cat will never be allowed to freely roam in the common areas of the condominium.
- E. The resident will provide a litter box for the cat inside the unit where the cat resides. The contents of a used liter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
- F. Whenever the cat is on the common areas of the condominiums, it shall be either carried by the resident or on a leash no longer than 10 feet long.
- G. The resident understands that the Management Committee reserves the right to require removal of any cat if it receives complaints about the cat and the Management Committee determines, in its sole discretion, that the complaints are valid.
- H. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the cat remains in a unit after its removal has been required by the Management Committee.

The Management Committee shall have authority to order the removal of any cat if, at any time, the resident possessing the cat fails to live up to the representations made in the application or in this amendment.

22.3 No other animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Management Committee before being brought to the condominiums. The Management Committee has the right to refuse any application to bring an animal into the condominiums if it determines the animal could be a nuisance or potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to the condominiums makes the following representations to the Management Committee prior to the time the animal is brought to Country Hills Square:

- A. The animal will not disturb the other residents of the condominiums by making an unacceptable level of noise or by creating any offensive odors.

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- B. The animal will not defecate on, do damage to or otherwise affect in any way, the common areas of the condominiums or units of other residents.
- C. The animal will remain inside the resident's unit at all times it is at the condominium unless in a cage or on a leash in the presence of the unit owner or agent of the unit owner.
- D. The animal will never be allowed to freely roam in the common areas of the condominium.
- E. Whenever the animal is on the common areas of the condominium, it will be carried by the resident or be on a leash no longer than 10 feet long.
- F. The resident understands that the Management Committee reserves the right to order removal of any animal if it receives complaints about that animal from other residents and the Management Committee, in its sole discretion, determines that the complaints are justified.

The Management Committee shall have authority to order the removal of any animal if, at any time, the resident possessing the animal fails to live up to the representation made in the application. Present owners who now have pets will be expected to keep their pets on leashes in the common hallways and on the stairs and landings. Any damages caused by a pet to the Common Area will be the responsibility of the individual owner. Owners who have pets as of the date these bylaws are recorded will not be allowed to replace or increase.

### **23. INTERPRETATION**

23.1 Liberal construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

### **24. PARKING**

24.1 Assignment of parking. Each unit owner or tenant has access to two parking stalls, assigned by the management committee, one covered and one uncovered. Each owner should be responsible for keeping assigned stalls free from garbage and clutter. These parking stalls are common areas and should be treated as such. Cars will be towed at the car owner's expense if parked in other than assigned stalls. Cars in excess of two per unit will have to be parked outside of common area. This includes guests and visitors.

24.2 There will be no parking in other than marked stalls except for loading and unloading. This includes driveways and east end of covered carports and parallel parking along sidewalk curb.

24.3 All major maintenance, and washing of cars in the common area is prohibited. Derelict, unregistered or junk cars will be towed away at the owner's expense after 30 days. Any owner seeking a variance from this policy shall bring the matter formally before a regular meeting of the management committee or the association of unit owners.

## **25. FINES**

**25.1 AUTHORIZATION** The management committee is authorized to assess a fine against unit owners who violate provisions in the condominium association declaration, the bylaws, or the rules and regulations. The assessment of a fine shall be in accordance with the provisions of Utah Code Annotated, section 57-8-37, the provisions of these amended bylaws, and the rules and regulations adopted by the management committee.

**25.2 WRITTEN NOTICE OF VIOLATION** Before assessing a fine, the management committee must give a written notice of the violation to the unit owner of the violation and inform the unit owner that a fine will be imposed if the violation is not cured within the time provided in the written notice. The written notice shall contain a description or brief summary of the provision, bylaw, rule or regulation that has been violated and a description of the manner in which the bylaw, rule or regulation has been violated. If a violation is temporarily cured or stopped, but is repeated by the same unit owner within 90 days of the date a written notice of violation is first served on the unit owner, the management committee shall not be required to serve another notice of violation upon the unit owner but may rely upon the notice provided in the first written notice.

**25.3 TIME TO CURE** In all instances, the violation must be cured within 50 hours of the written notice being delivered to the unit owner or the unit owner's agent, unless such time period is extended by the management committee for good cause. The member of the management committee or their agent that serves the written notice of violation on the unit owner shall write on the notice of violation the date and time the notice of violation was served on the unit owner and the date and time by which the violation must be cured. If a unit owner repeats the violation more than 50 hours after receiving the written notice of violation but less than 90 days after receiving the notice, the unit owner shall be deemed to have not timely cured the violation.

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**25.4 FINE** If the violation is fully and completely cured within the time provided in the written notice of violation, and is not repeated within 90 days of the time the written notice is first served on the unit owner, no fine may be assessed by the management committee. If the violation is not fully cured within the time provided, the management committee shall, after confirming that the violation complained of has not been fully cured, impose a fine as provided in the bylaws, or the rules and regulations. If the same violation is repeated more than 50 hours but less than 90 days after the written notice of violation is first given, the management committee shall impose a fine as provided in the bylaws, or the rules and regulations. The unit owner shall receive a written notice of fine from the management committee informing the unit owner of the amount of the fine imposed.

**25.5 MANNER OF PROVIDING NOTICE OF VIOLATION AND FINE** The notice of a violation of a bylaw or the rules and regulations of the association and the notice of a fine imposed by the management committee may be provided to the unit owner in any one or more of the following ways:

- (A) Delivering a copy to the unit owner personally; or
- (B) Sending a copy through certified or registered mail, addressed to the unit owner at his or her place of residence, in which case an additional 50 hours shall be allowed to cure the violation; or
- (C) Doing both of the following:
  - 1) Leaving a copy with a person of suitable age and discretion at the unit owners unit; and
  - 2) Mailing a copy to the unit owner at the unit owners unit, or to the unit owners regular mailing address if the unit owner does not reside in the unit; or
- (D) Affixing a copy in a conspicuous place on the unit since a person of suitable age or discretion could not be found; or
- (E) If the person committing the violation is a tenant of the unit owner, by (1) personally delivering a copy to the tenant living in the unit or affixing a copy in a conspicuous place on the unit if a person of suitable age or discretion could not be found, and by (2) mailing a copy to the unit owner at the address provided by the unit owner to the association.

**25.6 NON UNIT OWNER OCCUPIED UNITS: RENTERS & GUESTS** If cases where the unit is not occupied by the unit owner and the violation of the bylaw or rules and regulations

is committed by a resident the unit, the unit owner shall be responsible for the failure of the resident to cure violations of the bylaws or rules and regulations. For purposes of the lease between the unit owner and the resident of the unit, the provisions of this amended bylaw shall be incorporated by reference into the terms of the lease and the unit owner may collect from the resident of the unit any fines the unit owner becomes obligated to pay by virtue of the resident's actions. The unit owner shall be responsible for bringing a separate action to collect any such fines from the unit owner's tenant.

U.C.A. § 57-8-34 states that "All unit owners, tenants of such owners, employees of owners and tenants, or any other person who may in any manner use the property or any part thereof submitted to the provisions of this act shall be subject to this act and to the declaration and bylaws adopted pursuant to the provisions of this act." Residents (defined herein as renters, tenants, guests of unit owners or renters, and any person who temporarily or permanently lives in a unit, but excluding unit owners), are subject to the bylaws and rules and regulations adopted by the condominium association. Unit owners are ultimately responsible for the activities of residents who reside in, visit, or in any manner use their condominium unit and the common area. Any fine assessed against a resident will be the responsibility of the unit owner of the unit in which the resident resides or is a guest. Because residents are subject to the provisions of the condominium bylaws and rules and regulations, residents are also subject to fines in the same manner as a unit owner. Any fine assessed against a resident may be collected by the unit owner from the resident. If a resident violates a bylaw or rule or regulation, both the resident and the unit owner shall be served a notice of violation as provided above. It shall be the responsibility of the unit owner to see that the resident cures the violation within the time allotted. Failure of the unit owner to have the resident timely cure the violation shall subject the unit owner to the fine as provided herein as if the unit owner committed the violation.

**25.7 MANAGEMENT COMMITTEE ACTION** Any action by the management committee involving a notice of violation or a notice of fine may be taken by any officer of the management committee if so authorized or ratified by a quorum of the management committee, consisting of 50% or more of the management committee present at a meeting either in person or by telephone conference, or if not present at a meeting, members consenting to the action after conferring with other members of the management committee.

**25.8 VIOLATIONS FOR WHICH A FINE MAY BE ASSESSED** A fine may be assessed for the violation of a provision in the condominium declaration, the bylaws, or the rules or regulations promulgated by the management committee. The list of violations of a provision in the rules or regulations may be modified by the management committee without a vote of the unit owners

pursuant to its power to enact rules and regulations governing conduct within a condominium project as contained in the Condominium Ownership Act, Utah Code Ann. 57-8-1 through 57-8-37. Only those violations listed on a document passed and adopted by the management committee entitled "Condominium Rules & Fines", and which shall be distributed to unit owners, are the violations which are subject to a fine. The management committee may incorporate or refer to provisions from the declaration, the bylaws, or the rules and regulations when identifying the violations for which a fine may be assessed.

**25.9 CONTINUOUS VIOLATIONS** Each day (defined as a 24 hour period beginning at the time when a cure of a notice of a violation has expired) during which a violation of the declaration, the bylaws or the rules and regulations of the association, or the rules listed in the "Condominium Rules & Fines" document continues after the time period expires during which the unit owner is required to cure the violation, constitutes a separate violation and is subject to a fine in the amount listed in the "Condominium Rules & Fines" document. The violation of a provision in the declaration, the bylaws, a rule or regulation, or a provision listed in the "Condominium Rules & Fines" document, which is temporarily cured within the time period required in the notice of violation, but which is violated again within 90 days of the date the original notice of violation was served, is deemed to be a continuous violation for which a fine may be assessed and for which another notice of violation is not required to be served.

**25.10 AMOUNT OF FINES** The amount of a fine for a violation of a provision in the declaration, the bylaws, the rules and regulations, or the provisions listed in the "Condominium Rules & Fines" document, shall be in the amount listed in the "Condominium Rules & Fines" document, but in no case shall a fine exceed \$500.00. A cumulative fine, which is a fine for a violation that is not timely cured or a fine that is repeatedly assessed due to repeated violations for which a notice of violation has previously been served, may not exceed \$500.00 per month.

**25.12 LATE FEES** Fines not paid within 10 days shall accrue interest at the rate of 1% per month and a late fee of \$25.00. An additional late fee shall be assessed for each and every 30 day period the fine remains unpaid after it is due. No interest or late fees may accrue until after a hearing (if requested by the unit owner under section 25.13) has been conducted and a final decision has been rendered by the management committee.

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**25.13 PROTESTING THE FINE** A unit owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed (which is the date written on the notice of fine). The unit owner protesting the fine shall request the informal hearing by delivering a written request to any member of the management committee stating the grounds for the protest or dispute and setting forth in detail the following:

- (A) the grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine;
- (B) the facts relied upon by the protesting unit owner with respect to the violation or non-violation of the bylaw, rules or regulations;
- (C) the amount of the fine the unit owner claims should be paid and the reasons supporting that claim; and
- (D) any errors made by the management committee in calculating, assessing, or collecting the fine.

**25.14 INFORMAL HEARING** Within 21 days of receiving the written request for hearing, the management committee shall schedule an informal hearing at which time the requesting unit owner will be given an opportunity to present evidence and witnesses supporting the unit owners position. No formal rules of evidence will be required, and the management committee can receive the evidence submitted by the requesting unit owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting unit owner, the management committee may also produce evidence supporting its decision to fine the unit owner. However, the intent of the hearing is listen to the violating unit owners explanations and not to have a trial. The management committee may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.

**25.15 DECISION OF THE MANAGEMENT COMMITTEE** The management committee may, after the requesting unit owner has had the opportunity at the hearing to present the evidence desired, may either:

- (A) leave the amount of the fine as originally stated;
- (B) reduce the fine to an amount agreed upon by a majority of the management committee present at the hearing;

- (C) reduce the fine to an amount agreed to by the offending unit owner with the agreement that the offending unit owner will pay the fine within 10 days and not appeal the fine in district court;
- (D) suspend all or a portion of the fine conditioned on the unit owner not repeating the violation for days; or
- (E) forgive the fine.

The management committee shall render its written decision no later than ten (10) days after the date of the hearing.

**25.16 APPEALS** A unit owner may appeal a fine by initiating a civil action within 180 days after:

- (A) a hearing has been held and a final decision has been rendered by the management committee, or
- (B) the time to request an informal hearing has expired without the unit owner making such a request.

**25.17 LIEN** A fine assessed which remains unpaid after the time for appeal has expired becomes a lien against the unit owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under U.C.A. § 57-8-20.

**25.18 PROMULGATION OF ADDITIONAL RULES AND FINES** The management committee is authorized to adopt and to amend the condominium administrative rules and regulations as may be necessary or desirable to insure the condominium is maintained and used in a manner consistent with the interests of the unit owners, to protect and enhance the quality of life in the condominium complex, to protect the property values of the condominium units, to ensure a quality and enjoyable lifestyle, and to respect the rights and privileges of all residents to be free from the annoyance, disturbance and nuisance of others. The method by which the management committee may adopt new condominium rules shall be as follows;

- (A) New rules shall be adopted at a regular or special meeting of the management committee. The rule shall be in writing and voted on and approved by a majority of the members of the management committee. If the violation of the new rule shall have a

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fine associated with it, the amount of the fine shall be stated in the rule and shall be placed in the "Condominium Rules & Fines" document.

- (B) Prior to the new rule becoming enforceable, the management committee shall cause to be delivered, personally or by regular U.S. mail, a copy of the "Condominium Rules & Fines" document to each unit owner. If a unit owner is not living in his unit, the management committee shall cause to be posted on the door of the unit owner a copy of the "Condominium Rules & Fines". The new rule shall become enforceable five (5) days from the day it is mailed to each unit owner or posted on the door of an absentee unit owner.
- (C) Rules adopted in this manner shall deal only with the health, safety or welfare of condominium residents or condominium property. Rules adopted by the management committee may also be used to clarify provisions in the declaration, bylaws, or condominium rules and regulations, or to change the amount of a fine associated with the violation of the rule.
- (D) Rules adopted by the management committee shall have the same force and effect as rules contained in the declaration, the bylaws, or other administrative rules and regulations adopted by the condominium association, including the power to collect fines from those who violate these rules.

## **26. TENANTS SUBJECT TO CONDOMINIUM RULES**

26.1 All leases of units shall be in writing and shall by reference incorporate the provisions of the declaration, bylaws, and rules and regulations into the terms of the lease. The names and phone numbers of the tenants shall be provided to the management committee so the tenants could be contacted in the case of an emergency. All tenants and the leases they sign to lease a unit at Country Hills Square Condominiums shall be subject in all respects to the provisions of the declarations, bylaws, and rules and regulations of Country Hills Square Condominium. Failure of a tenant to comply with the terms of condominium documents (declaration, bylaws, rules and regulations) shall be a default under the lease or tenancy. The management committee may maintain an action, separate and apart from the unit owner, for eviction, injunction, and/or damages against a tenant who is in violation of the declaration, the by-laws, the rules of the association, or who violates Ogden City ordinances or Utah State laws that affect the peace, quiet, or comfortable enjoyment of residents living at Country Hills Square Condominium.

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**27. EVICTION**

27.1 In the event of the failure of a tenant to abide by the terms of the condominium documents (and because the declaration, bylaws, and rules and regulations constitute an essential part of the terms in a lease between a unit owner and a tenant), and if the unit owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the management committee may institute eviction proceedings after providing notice to the unit owner and to the unit owner's tenant of a violation and the failure to cure, remedy or cease the conduct within 5 days after notice has been given. No additional notices shall be required for repeat violations after the first notice has been given.

**28. NO BUSINESSES**

28.1 Inasmuch as Country Hills Square Condominiums is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Country Hills Square Condominiums except they meet all of the Federal, State and Municipal laws, ordinances and licensing requirements, as well as complying with the Country Hills Square Homeowners Declaration, bylaws, rules and regulations.

28.2 The following are some of the general requirements for home occupation licenses under the current Ogden City ordinances:

- (A) Customers, patrons, guests, clients or individuals may come to residences for business activity on a very limited scale and no more than one person at a time;
- (B) No products may be sold or delivered from the residence;
- (C) Only services such as consulting, tax preparation, computer or Internet businesses may be provided at the residence as limited by Ogden City ordinance;
- (D) Any vehicles used in the business comply with the Condominium Association parking rules.
- (E) No business activities may be conducted between the hours of 10:00 p.m. and 8:00 a.m.

**29. ATTORNEY'S FEES INCURRED AS THE RESULT OF ENFORCING RULES**

29.1 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, bylaws, or the rules and regulations of Country Hills Square Condominiums, or if the management committee retains legal counsel or incurs 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 from the

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unit owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney's fees in any action or judicial proceeding. A unit owner shall be jointly liable for attorney's fees, costs, or damages, 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. Attorney's fees and costs assessed shall constitute a lien against the unit owner's unit in the same manner as common expenses constitute liens against units and may be recorded as such. At least three members of the management committee shall give approval before there is any action taken under this paragraph.

**30. COPYING COSTS**

30.1 Upon receiving a written request and upon the payment of a fee in compliance with U.C.A. 57-8-20(3) for each such request or separate document requested, the management committee shall provide to any unit owner or any encumbrancer or prospective encumbrancer of a unit, a written statement setting forth the unpaid common expenses with respect to a unit. Upon the payment of a fee as determined by the management committee, it shall provide a copy to unit owners of condominium records, such as: the rules and regulations, the enabling declaration and bylaws and their amendments, non-privileged communication with legal counsel, and lien documents. This paragraph shall not apply to periodically supplied financial and newsletter information. The management committee shall provide to each unit owner one initial copy of the complete set of rules and regulations.

**31. REPEAL OF MAINTENANCE OF COMMUNITY INTEREST**

31.1 Paragraph 14 of the original bylaws, entitled "Maintenance of Community Interest" is hereby repealed in its entirety.

**32. SEVERABILITY**

32.1 If any of the provisions of this Amendment to Declaration and Bylaws, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Amendment to Declaration and Bylaws and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

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**CERTIFICATION**

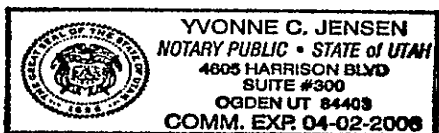
It is hereby certified that condominium unit owners holding more than 67% of the undivided ownership interest in the common areas and facilities have voted to approve these amendments.

IN WITNESS WHEREOF, this 23 day of October, 2002

By Jill Christoffersen  
Jill Christoffersen, President

STATE OF UTAH            )  
  :ss.  
COUNTY OF WEBER        )

On this 23<sup>rd</sup> day of October, 2002, personally appeared before me Jill Christoffersen who, being by me duly sworn, did say that she is President of the Country Hills Square Condominium Management Committee and that the within and foregoing instrument was signed in behalf of said Management Committee and she duly acknowledged to me she executed the same.



Yvonne Jensen  
Notary Public

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# Exhibit "A"

**UNITS 101 THROUGH 110, BUILDING 1, UNITS 201 THROUGH 210, BUILDING 2, UNITS 301 THROUGH 310, BUILDING 3, COUNTRY HILLS SQUARE CONDOMINIUM PROJECT PHASE NO. 1, OGDEN CITY, WEBER COUNTY UTAH**

(Land Serial Numbers: ~~06-145-0001 through 06-145-0030~~)

*06-145-0001-0030*

## CONDOMINIUM RULES & FINES

### AMOUNT OF FINE\*

1ST Offense	2ND Offense within 90 days	3RD or more Offense within 90 days	<b>RULES</b> (List of Rules for Which a Fine May Be Assessed)
\$25	\$50	\$90	<ul style="list-style-type: none"> <li>• parking in restricted areas such as fire lanes.</li> <li>• parking in areas other than marked parking stalls.</li> <li>• parking in another's reserved parking stall.</li> <li>• parking in front of garbage dumpster.</li> <li>• parking in areas marked with "no parking" signs.</li> <li>• parking in areas not permitted on the condominium parking map.</li> <li>• violation of any parking rule contained in the declaration, bylaws, or condominium rules.</li> <li>• parking recreational vehicles or boats on condominium property.</li> <li>• parking more cars than the number permitted on condominium property.</li> <li>• parking unregistered or inoperable vehicles in the common area for more than 15 days.</li> </ul>
\$35	\$70	\$100	<ul style="list-style-type: none"> <li>• driving faster than the permitted speed</li> <li>• driving faster than conditions safely permit.</li> </ul>
\$25	\$50	\$100	<ul style="list-style-type: none"> <li>• performing maintenance or mechanical work on vehicles (including motorcycles &amp; ATV's) in the common area.</li> </ul>
\$35	\$70	\$100	<ul style="list-style-type: none"> <li>• leaving trash, garbage, or clutter on the unit's patio, balcony or doorstep, or otherwise maintaining the patio, balcony or doorstep in an unsightly, unclean, or unsanitary condition.</li> </ul>
\$50	\$100	\$150	<ul style="list-style-type: none"> <li>• misuse or damage to common area by attaching satellite dishes, awnings, signs, lights, or any other item to the common area without the written permission of the management committee.</li> <li>• damage to the common area (lawn, roof, gutters, plumbing, parking area, sidewalk, carport, sprinkler system, flowers or shrubs).</li> </ul>

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\$10	\$20	\$30	<ul style="list-style-type: none"> <li>leaving or placing personal belonging in the common area (bicycles, scooters, toys, equipment).</li> </ul>
\$25	\$50	\$90	<ul style="list-style-type: none"> <li>creating noise within a unit that can be heard in another unit or in the common area such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.</li> <li>creating noise in the common area that can be heard in a unit such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.</li> <li>creating noise during condominium quiet hours (10 p.m. to 8 a.m.) either within a unit that can be heard in another unit or within the common area that can be heard within a condominium unit.</li> </ul>
\$25	\$50	\$100	<ul style="list-style-type: none"> <li>maintaining pets in a unit in violation of the condominium bylaws, declaration or rules and regulations.</li> <li>failing to clean up after pets who have made a mess in the common area.</li> <li>allowing pets in the common area with out a leash.</li> <li>maintaining a pet in a unit in such a manner that the pet can be heard in another unit such that the sound created by the pet is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.</li> </ul>
\$25	\$50	\$100	<ul style="list-style-type: none"> <li>operating a business in a unit without a business license or in violation of the municipal ordinances, the condominium bylaws, declaration, or rules and regulations.</li> </ul>
\$25	\$50	\$100	<ul style="list-style-type: none"> <li>smoking in a condominium unit or in the condominium common area</li> </ul>

\*The cumulative fine for a continuing violation may not exceed \$500.00 per month.

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