

Revised
18 Nov 04
encl- Rules
Exhibit A



W2069068

E# 2069068 PG1 OF5
DOUG CROFTS, WEBER COUNTY RECORDER
18-NOV-04 1015 AM FEE \$41.00 DEP SGC
REC FOR: HELGESEN.WATERFALL.JONES

AMENDMENT TO DECLARATION AND BYLAWS

OF

ROYALWOODS CONDOMINIUM

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

RECITALS

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

WHEREAS, Royalwoods Condominium desires to amend the Declaration in order to amend provisions in the Declaration and to amend the Bylaws; and

WHEREAS, the unit owners of Royalwoods Condominium desire to (1) preserve and enhance the quality of life at Royalwoods Condominium, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the residents of Royalwoods 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 Royalwoods Condominium, the unit owners and the residents of Royalwoods 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 Royalwoods Condominium.

NOW THEREFORE, the unit owners of Royalwoods Condominium hereby amend the Declaration and Bylaws recorded against the real property located in Weber County, Utah; known as Royalwoods Condominium and more fully described on Exhibit "A" attached hereto. 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 Royalwoods Condominium Declaration and Bylaws are hereby amended as follows:

AMENDMENT

1. PERSON TO RECEIVE SERVICE

Richard W. Jones, whose address is 4605 Harrison Blvd. #300, Ogden, Utah, 84403, 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.

2. NO PETS

No pets shall be allowed at Royalwoods Condominiums. All pets (specifically including but not limited to dogs, cats, and snakes) are strictly prohibited and shall be promptly removed from Royalwoods. The Unit Owner of the unit where a pet resides shall pay all costs and attorney's fees incurred by the Management Committee in removing a pet that is kept in violation of this provision. The Management Committee shall have authority to require any and all pets removed that are brought into the condominiums after the date of this amendment.

Pets residing at the Condominium as of November 18, 2004, shall be permitted to continue residing at Royalwoods Condominium if (1) they do not create a nuisance to other residents (nuisance includes disruptive noise and smells); (2) they are not allowed to freely roam in the common area; (3) they are kept on a leash if they are outside the unit; (4) the pet owner cleans up after the pet when it makes any type of mess in the common area (scooper poopers are mandatory); (5) the pet is licensed with the City or County licensing authorities; (6) the pet is wearing a collar tag with the license attached; and (7) the owner submits a written notice to the Management Committee that a pet was residing the unit as of November 18, 2004, and provides a written description of the pet (type, breed, color, size). When a pet that is currently residing with a unit owner dies, that pet may not be replaced.

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. However, exceptions will be granted only for service animals for blind residents and others with medical conditions which require the assistance of service animals, provided, that the Management Committee may require the resident to provide documentation supporting the medical condition.

3. TENANTS SUBJECT TO CONDOMINIUM RULES

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 Royalwoods Condominiums shall be subject in all respects to the provisions of the declarations, bylaws, and rules and regulations of Royalwoods 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 City ordinances or Utah State laws that affect the peace, quiet, or comfortable enjoyment of residents living at Royalwoods Condominium.

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4. EVICTION

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.

5. NO BUSINESSES

Inasmuch as Royalwoods 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 Royalwoods Condominiums except they meet all of the Federal, State and Municipal laws, ordinances and licensing requirements, as well as complying with the Royalwoods Homeowners Declaration, bylaws, rules and regulations:

The following are some of the general requirements for home occupation licenses under the current 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 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.

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

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 Royalwoods 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 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.

7. **SEVERABILITY**

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.

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.

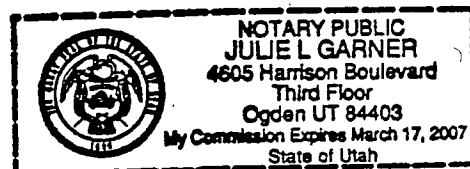
IN WITNESS WHEREOF, this 17th day of November, 2004.

By Blaine Hansen
Treasurer and Committee Member

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 17th day of November, 2004, personally appeared before me Blaine Hansen who, being by me duly sworn, did say that he is the treasurer and a committee member of the Royalwoods Condominium Management Committee and that the within and foregoing instrument was signed in behalf of said Management Committee and he duly acknowledged to me he executed the same.

Julie L Garner
Notary Public



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EXHIBIT A

AMOUNT OF FINE*

1ST Offense	2ND Offense within 90 days	3RD or more Offense within 90 days	RULE (the following activities are prohibited)
\$25	\$50	\$90	<ul style="list-style-type: none"> • parking in restricted areas such as fire lanes • parking in areas other than marked parking stalls • parking in another's reserved parking stall • parking in front of garbage dumpster • parking in areas marked with "no parking" signs • parking in areas not permitted on the condominium parking map • violation of any parking rule contained in the declaration, bylaws, or condominium rules • parking recreational vehicles or boats on condominium property • parking more cars than the number permitted on condominium property • parking unregistered or inoperable vehicles in the common area for more than 15 days
\$35	\$70	\$100	<ul style="list-style-type: none"> • driving faster than the permitted speed • driving faster than conditions safely permit
\$25	\$50	\$100	<ul style="list-style-type: none"> • performing maintenance or mechanical work on vehicles (including motorcycles & ATV's) in the common area
\$35	\$70	\$100	<ul style="list-style-type: none"> • leaving trash, garbage, cigarette butts or clutter on the unit's patio, balcony or doorstep, or on the Association's common area, or otherwise maintaining the common area, patio, balcony or doorstep in an unsightly, unclean, or unsanitary condition • placing any furniture or object on a unit's patio or balcony, other than traditional patio furniture (patio furniture is defined as furniture designed and constructed to be used outdoors in all types of weather conditions). Coaches, love seats and recliners shall not be placed on a unit's patio or balcony.
\$50	\$100	\$150	<ul style="list-style-type: none"> • misuse or damage to the 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 • causing damage to the common area (lawn, roof, gutters, plumbing, parking area, sidewalk, carport, sprinkler system, flowers or shrubs)

\$10	\$20	\$30	<ul style="list-style-type: none"> leaving personal belonging in the common area (bicycles, scooters, toys, equipment)
\$25	\$50	\$125	<ul style="list-style-type: none"> 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 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
\$25	\$50	\$100	<ul style="list-style-type: none"> maintaining pets in a unit in violation of the condominium bylaws, declaration or rules and regulations failing to clean up after pets that have made a mess in the common area allowing pets in the common area bringing a pet in unit that 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
\$25	\$50	\$100	<ul style="list-style-type: none"> 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
\$35	\$70	\$100	<ul style="list-style-type: none"> using roller blades, skate boards, long boards, scooters, bicycles or wagons in the common area (including but not limited to the roadways, driveways and sidewalks); violation of Article X of the CC&Rs by using the roadways, driveways and sidewalks for any purpose other for ingress and egress;

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

REVISED 25 August 1994

RULES AND REGULATIONS FOR ROYALWOOD CONDOMINIUMS

- NO DOGS OR CATS*
- ~~1. Dogs and cats must be on a leash in hallways or in common areas. A fine of \$15 per month will be levied on offenders.~~
 - ~~2. All animal waste will be cleaned up.~~
 - ~~3. Any animal larger than twenty (20) pounds is prohibited.~~
 4. No foil is to be placed as a reflector in the windows of any unit.
 5. No clothes, rugs, etc., draped or hung in patio area or on railing nor clothes lines in any area.
 6. Children are not to play in any of the hallways of any buildings.
 7. The driveways and approaches are to be left open and free of vehicles and any other obstructions.
 8. Each unit owner will be responsible to aid in the cleaning of the hallways and common areas of their building.
 9. There will be no major auto repair done within the complex. No cars left on blocks.
 10. The garbage area is to be kept clean. Only condo garbage may be placed in the bin. Lid to bin is to be opened carefully and not thrown back which could cause breakage.
 11. Each unit owner will be considerate of their neighbors with respect to noises (i.e., loud music, TV, etc.) and after 10:00p.m. (i.e., washing, vacuuming, etc.).
 12. There will be a 10 day grace period for condo fees (due 1st of each month), after which there will be a charge of \$5 a day for each day the payment is late. If the owner shall fail to pay any installment, including fine, within one (1) month from the time when the same becomes due, the owner shall pay interest thereon at the rate of twelve percent (12%) per annum from the date when such installment shall become due to the date of the payment thereof. Legal action will be initiated for collection.
 13. Cost of repair for damage to sprinkler heads by unit owners will be billed to the unit owner responsible for the damage.
 14. Outside bulbs will be replaced by management.
 15. RV Parking. There will be no parking of RVs (any class, type, size, etc.) in the common parking areas. Special provisions may be arranged by submitting a written proposal with explicit details (i.e., size, length of stay, where it will be positioned, etc.) to the management committee. The committee will review the request and provide response to the submitter within 5 days. SHORT TERM VISITOR PARKING IS THE EXCEPTION.
- ~~_____~~