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PO BOX 26222
SLC, UT 84126

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
CUSTOM INDUSTRIAL COMPLEX, INC

AMENDMENT II

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Custom Industrial Complex, Inc., ("CIC"), (the "Second Amendment") is executed this 8 day of MAY, 2019, by the unit owners of Custom Industrial Complex, a Utah Non-Profit Corporation ("Association").

RECITALS

A. An original Declaration of Covenants, Conditions, and Restrictions of Custom Industrial Complex was recorded with the Salt Lake County Recorder's office in 2004 as entry # 9230449 ("Original CC&Rs");

B. The first Amendment to the Declaration of Covenants, Conditions, and Restrictions of Custom Industrial Complex was recorded with the Salt Lake County Recorder's office in 2018 as entry # 12821469 ("Amendment I CC&Rs");

C. The Utah Condominium Ownership Act §57-8-40 authorizes a management committee to organize an association of unit owners as a nonprofit corporation if permitted, required, or acknowledged by the declaration.

D. The Association desires, through this Second Amendment, to resolve ambiguities, update, and clarify the 2004 CC&Rs, for purposes including, but not limited to, establishing its authority to act on behalf of and in connection with the Condominium Project and its unit Owners;

E. Unless otherwise set forth herein, the capitalized terms shall have their same meanings and definitions as stated in the 2004 CC&Rs.

NOW, THEREFORE, in consideration of the foregoing Recitals, and pursuant to the authority set forth in §57-8-39 of the Utah Condominium Ownership Act, the Association and no fewer than 67% of the unit Owners hereby execute this Second Amendment, which shall be effective as of its recording date with the Salt Lake County Recorder's office.

(1) **Amendment No. 1.** Article III, Section 4. Maintenance of Condominium Building Exteriors, is hereby amended and replaced in its entirety to read as follows:

Section 4 Maintenance of Condominium Building Exteriors. The Association shall maintain all Condominium Building Exteriors as follows: paint, repair, replacement and care of roofs, roof joists, gutters, downspouts, foundation, exterior building surfaces, as well as trees, shrubs, grass, walks and steps

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located on around a Unit. The Association shall by the right of entry to any Unit to perform emergency repairs or do other work necessary for maintenance of the Condominium Building Exteriors. Such exterior maintenance shall not include the exterior doors, overhead doors, nor glass surfaces included on the Unit(s). It is the duty of the respective owner of the Unit(s) to maintain, repair or replace exterior doors, glass surfaces and overhead doors. Owner(s) of the respective Unit(s) shall be responsible to maintain and perform general care for their respective unit(s) and any exterior doors replaced by and keep the doors, exterior, overhead or glass surfaces in good working condition.

In the event that the need for maintenance or repair of the Condominium Building Exteriors is caused through the willful or negligent acts of its Owner(s), or through the willful or negligent acts of the guest, tenants, or invitees of the Owner(s) of the Unit needing such maintenance, replacement or repair, the cost of such exterior maintenance, repair or replacement shall be the sole responsibility of the owner of the Unit(s) and the cost associated with the maintenance, repair or replacement shall immediately be due and payable to the Association.

(2) **Amendment No. 2.** Article IV, Section 3, subparagraph (B) Limitation on Easement, is hereby amended and supplemented with the following:

1. Each unit has two (2) parking spaces in front of its respective Unit doors.
 - a. Guests, visitors and customers are required to park on the street unless the respective unit has space available. No parking in front of other Units, as these parking spaces are reserved.
 - b. There is no requirement for a notice to tow any vehicles that do not comply with the rules as stated above. Any and all violations of the parking rules will result in a vehicle being towed at the owner's expense.
2. Trailer parking is limited to the south side of building B only. Owners and Tenants will be limited to one (1) trailer maximum, space permitting. The "A" building is restricted from trailer parking. It is a freight loading and unloading zone and must be clear at all times. All trailer parking is unsecured and not the responsibility of the Association.
3. Breezeway Parking shall not have any parked vehicles by overhead doors. This common area is for loading and unloading only. Unit A-3, Aquarius Fish's, white Chevrolet pickup, is grandfathered and permitted until modifications to the Unit's 220V outlet can be re-stationed.

4. Violation of the rules will result in fines to the respective owners, \$50.00 per day, per incident and/or be towed without notice at the owner's expense.

(3) **Amendment No. 3.** Article V. Assessments. Section 11. Fees of Association Management, is hereby amended and supplemented with the following:

Costs associated with association management are burdensome when special time is required as outlined below, therefore additional fees levied by and paid to the Association Management Company shall be as follows:

1. Time over and above standard management fees, is defined as, extra time bookkeeping for collection of Cam Fees, coordination, sourcing and hiring special projects, general clean-up of the Complex including cleaning of the dumpster area, etc.
2. Additional service fees billed to respective owner(s) failing to pay Cam Fees promptly requiring additional bookkeeping and collection efforts shall be billed by quarter hour (1/4 hour) increments at the rate approved by the Board of Trustees. Said fees shall be in addition to the late fees administered. Service fees will be added to monthly Cam Fees and shall be treated in the same manner as obligated in Article V.
3. Additional service fees billed for excessive time coordinating maintenance and sourcing service companies to be billed in quarter hour (1/4 hour) increments at the rate approved by the Board of Trustees, billed in quarter hour (1/4 hour) increments. Fees shall be proportioned equally among all Units and added to monthly Cam Fee invoices.
4. Additional service fees billed for cleaning around the Complex and the dumpster area, requiring a fork lift, at the rate approved by the Board of Trustees, billed in quarter hour (1/4 hour) increments. Fees shall be proportioned equally among all Units and added to monthly Cam Fee invoices.
5. CIC dumpster and recycle cans are intended for waste produced by CIC Units only. No outside trash or debris shall be allowed to be dumped in the dumpster or on the premises. Abuse of, or refusal to comply will result in fines levied to Owners. No Exceptions.
6. Fines shall be levied for waste left next to or out of the dumpster. Fines shall be levied for overfilling the dumpster, (lids must close completely or overfill dump charges are charged by the refuse company). Should waste be identified to belonging to a Unit(s), the owner(s) of that Unit(s) shall be responsible to pay the fine.

7. All service fees will be added to monthly Cam Fees and shall be treated in the same manner as obligated in Article V.

8. All expenses to be reviewed and approved by the Board of Trustees.

(4) **Amendment No. 4.** Article X. Section 2. Use of the Common Areas, is hereby amended and supplemented with the following:

1. Trailer parking will be subject to Association Parking Rules as defined parking for trailers.

2. Trailer(s) will be restricted to one (1) trailer per unit, must be registered and authorized by the Board of Trustees, space permitting.

3. Trailers parked and not used for business, and are being stored, is not permitted. Upon the second notice of the violation, the trailer(s) will be towed at the owner's expense.

(5) **Conflicts.** All remaining provisions of the 2004 CC&Rs, 2018 First Amended CC&Rs not specifically amended in this Second Amendment shall remain in full force and effect. In the case of any conflict between the provisions of this document and the provisions of the Declaration or any prior amendments, the provisions of this document shall in all respects govern and control.

(6) **Incorporation and Supplementation of Declaration.** This document is supplemental to the 2004 CC&Rs, which by reference is made a part hereof, and all the terms, definitions, covenants, conditions, restrictions, and provisions thereof, unless specifically modified herein, are to apply to this document and are made a part hereof as though they were expressly rewritten, incorporated, and included herein.

EXHIBIT "B"

**List of Units, Votes, Assessment Percentages and
Undivided Percentage Interest in Common Areas and Facilities**

Unit	Size (S.F.)	Votes	Assessment Portion	Undivided Interest Portion
1A	2,048	1	1/13	1/13
2A	2,024	1	1/13	1/13
3A	2,024	1	1/13	1/13
4A	2,024	1	1/13	1/13
5A	2,024	1	1/13	1/13
6A	2,048	1	1/13	1/13
1B	2,283	1	1/13	1/13
2B	1,533	1	1/13	1/13
3B	1,533	1	1/13	1/13
4B	1,533	1	1/13	1/13
5B	1,533	1	1/13	1/13
6B	1,533	1	1/13	1/13
7B	2,283	1	1/13	1/13

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