



AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM

COUNTRY HILLS MANOR  
CONDOMINIUM

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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
COUNTRY HILLS MANOR CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM of the Country Hills Manor Condominium (hereinafter called the "Declaration"), is made by the COUNTRY HILLS MANOR CONDOMINIUM HOMEOWNERS ASSOCIATION, Ogden, Utah, (hereinafter called the "Association"), pursuant to the Provisions of the Utah Condominium Ownership Act (hereinafter referred to as the "Act").

**RECITALS**

WHEREAS, Country Hills Manor Condominium was created by the Declaration of Covenants, Conditions and Restrictions for Country Hills, Inc dated July 18, 1966, and recorded in the Recorder's office of Weber County, Utah, and there have been various amendments thereto (all of which documents recorded prior to this Declaration are collectively referred to as prior CC&Rs); and

WHEREAS, Country Hills Manor Condominium Unit Owners desire to amend the prior CC&Rs to update and modify provisions in the prior CC&Rs; and

WHEREAS, the Unit Owners of Country Hills Manor Condominium desire to (1) preserve and enhance the quality of life at Country Hills Manor Condominium, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the residents of Country Hills Manor Condominium, (4) clarify the responsibility of the Management Committee and the Unit Owners relative to maintenance of Units and Common Area, and (5) enforce the rules of the condominium association more consistently, fairly and economically, and (6) to generally update, amend and restate the Country Hills Manor CC&Rs;

NOW THEREFORE, the Unit Owners of Country Hills Manor Condominium hereby amend and restate all prior CC&Rs for Country Hills Manor Condominium recorded against the real property located in Weber County, Utah, known as Country Hills Manor Condominium and more fully described on Exhibit "A" attached hereto. If there is any conflict between this Amended and Restated Declaration and prior CC&Rs, this Amended and Restated Declaration shall control.

The Country Hills Manor Condominium Declaration and prior CC&Rs are hereby amended and restated as follows:

# AMENDMENTS

## 1 DEFINITIONS.

- 1.1 All applicable portions of definitions as contained in the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code Annotated, 1953, shall apply to this Declaration and the Property except as particularly modified or changed by individual definitions or provisions hereinafter contained. When used in this Declaration, each of the following terms shall have the meaning indicated.
- 1.2 **Additional Charges** shall mean and refer cumulatively to all collection and administrative costs, including but not limited to all attorney's fees, late charges, accruing interest, service fees, filing and recordation fees, fines, and other expenditures incurred or charged by the Association.
- 1.3 **Assessment** shall mean and refer to any amount imposed upon, assessed or charged a Unit Owner or Resident at the Project.
- 1.4 **Association** shall mean and refer to the association of all Unit Owners in the Project taken as, or acting as, a group.
- 1.5 **Capital Improvement** shall mean and refer to all nonrecurring expenses (as opposed to day-to-day expenses) to repair, maintain or replace significant fixed assets in the Project intended to extend the useful life to restore, enhance, improve or ameliorate the utility, value or beauty of the Common Areas or Facilities.
- 1.6 **Committee** shall mean and refer to the Management Committee.
- 1.7 **Common Areas** shall mean and refer to all real property in the Project owned in common by the Unit Owners including but not limited to the following items:
- (a) The real property and interest in real property included in the condominium project and the entirety of the Tract and all improvements constructed thereon, excluding the individual Units.
  - (b) All Common Areas and Facilities designated as such in the Survey Map or Maps.
  - (c) All Limited Common Areas designated as such in the Survey Map or Maps;
  - (d) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners, such as, telephone, electricity, gas, water, sewer and cable television; all the land and roofs, foundations, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, bearing walls, perimeter walls, columns and girders to the interior surfaces thereof, greens, gardens, service streets, parking areas,

recreational areas, swimming pools, all installations of power, lights, those Common Areas and facilities designated as such on the map, excepting however, heating Units, air conditioning Units, air conditioning equipment, water heaters, gas fired barbecue Units, individual gas lines from laterals serving ranges, water heaters, furnaces, barbecues and fireplaces, which said excepted items are part of the Unit to which they appertain.

- (e) The Project's outdoor grounds, lighting, perimeter fences, landscaping, retaining walls, sidewalks, open parking spaces, and roadways;
- (f) All portions of the Project not specifically included within the individual Units; and
- (g) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or Management of the Property owned by the Association for the common benefit of its Members.

1.8 **Common Expense** shall mean and refer to:

- (a) All sums lawfully assessed against the Owners:
- (b) Expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities:
- (c) Expenses allocated by the Association:
- (d) Expenses agreed upon as common expenses by the Association: and
- (e) Expenses agreed upon as common expenses by the Project Documents

1.9 **Declaration** shall mean and refer to this Amended and Restated Declaration of Condominium of the Country Hills Manor Condominium.

1.10 **Dwelling Unit** shall mean and refer to a Unit.

1.11 **Guest** shall mean and refer to an invitee, temporary visitor or any person whose presence within the Project is approved by or is at the request of a particular Resident.

1.12 **Improvement** shall mean and refer to any physical change or addition to the common area, buildings, pools, and fences to make it more valuable.

1.13 **Limited Common Area** shall mean and refer to those Common Areas designated in this Declaration or in the Record of Survey Map as reserved for the use of a certain Unit Owner to the exclusion of the other Unit Owners. Limited Common Area includes the front porch of each Unit, the fenced/enclosed patio area, storage closets, carports, and enclosed garages (converted from carports).

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- 1.14 **Majority** shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.
- 1.15 **Management Committee** shall mean and refer to the Committee of Owners elected to manage, operate and control the Project, and regulate the Association.
- 1.16 **Owner** shall mean and refer to the person who is the Owner of record (in the office of the County Recorder of Weber County, Utah) of a fee or an undivided fee interest in a Unit, excluding a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
- 1.17 **Parking Unit** shall mean and refer to a Unit Owner's carport, which is a separate physical part of the Property intended for independent use and ownership for the purpose of parking a motor vehicle, and which is part of the Limited Common Area.
- 1.18 **Property** shall mean and refer to all of the land or real estate, improvements and appurtenances submitted to the Act and this Declaration.
- 1.19 **Resident** shall mean and refer to any person living, abiding, dwelling, occupying or staying in a Unit at the Project.
- 1.20 **Unit** shall mean and refer to a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a building. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, cabinets, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located shall be deemed to be part of the Unit. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, basement floors, top story ceilings, windows and window frames, doors and door frames and trim, and includes the portions of the buildings so described and the air space so encompassed, and includes the individual heating Units, air-conditioning Units, air-conditioning equipment, water heaters, gas-fired barbeques, individual gas lines from laterals serving ranges, water heaters, furnaces and barbeques and fireplaces.
- 1.21 **Unit Number** shall mean and refer to the number, letter or combination thereof designating a particular Unit.

## 2 OWNERSHIP-VOTING-COMMON EXPENSES.

- 2.1 Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner shall be entitled to an equal undivided one/ one hundred eighteenth (1/118) interest in the Common Area. The percentage of the undivided interest of each Owner in the Common Area shall have a permanent character and shall not be altered without the consent of two-thirds (2/3) of all Owners expressed in an Amended Declaration duly recorded. The percentage of ownership in the Common Areas and facilities shall be equally apportioned among the various Units for all purposes, including voting and common expenses.

## 3 CONDOMINIUM OWNERSHIP AND USE

- 3.1 **USE.** The buildings and Units therein are intended and restricted for the use of single family residences. As used herein, Single Family Residence means one or more persons related by blood, marriage, adoption, or guardianship or a group of not more than three (3) unrelated persons living together as a single nonprofit housekeeping unit. The purchase of a Unit as a facility to produce rental income (a business) is prohibited. The purchaser of a Unit shall only do so with the intent to establish a single-family residence.
- 3.2 **NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP.** Country Hills Manor is divided into Condominium Units each consisting of a fee simple interest in a Unit and an equal undivided fee simple interest in the Common Areas. Such undivided interest in the Common Areas are hereby declared to be appurtenant to the respective Units.
- 3.3 **LIMITED COMMON AREA.** Limited Common Area is reserved for the use of a certain Unit Owner to the exclusion of the other Owners. The Limited Common Areas shall consist of front porches, patios, carports and garages. The patio connected to a Unit shall be used in connection with such Unit to the exclusion of the use thereof by the other Unit Owners. Owners may not extend their patio as physically constructed and as shown on the Map. The right of exclusive use of a Limited Common Area shall not be separated from the Unit to which it relates. The storage space shall be used in connection with such Unit to the exclusion of the use thereof by the other Owners of Common Areas except by invitation.
- 3.4 **COMMON AREAS.** The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring any action for partition thereof. Subject to the limitations contained in this Declaration, each Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and Facilities, and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein for exclusive use by such Unit Owner.
- 3.5 **DECORATION OF INTERIOR-SPACE.** Each Owner shall have the exclusive right at his sole cost and expense to maintain, repair, paint, re-paint, tile, wallpaper, cover, or otherwise refinish and decorate the interior surfaces of the walls, ceiling, floors, and doors forming the boundaries of his Unit and all walls, ceilings, floors, and doors within such boundaries.

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3.6 **LIMITATION ON USE OF UNITS AND COMMON AREA.** The Units and Common Area shall be occupied and used as follows:

- (a) 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 guests;
- (b) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Management Committee;
- (c) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Management Committee. No owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law. No waste will be committed in the Common Area;
- (d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Area, without the prior consent of the Management Committee;
- (e) No animals, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that dogs, cats or other household pets may be kept in Units, subject to rules and regulations adopted by the Management Committee;
- (f) No noxious, illegal, or offensive activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners;
- (g) Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Management Committee;
- (h) There shall be no violation of rules regarding the use of the Common Area as adopted by the Management Committee.
- (i) None of the rights and obligations of the owners created herein/ or by the deed creating the condominiums shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful conduct of said owner or owners.

3.7 **MAINTENANCE OF UNITS.** Each Unit owner at his expense shall 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 of his Unit. Except to the



extent that the Management Committee is protected by insurance against such injury, the owner shall repair all injury or damages to the building or buildings caused by the act, negligence or carelessness of the Owner, or that of any lessee, or any member of the Owner's family or of the family of any lessee or sublessee or any agent, employee or guest of the owner and all such repairs, redecorating, painting and varnishing shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the owner shall be responsible for the maintenance or replacement of any plumbing fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the Unit. The owner shall be entitled to the exclusive use and possession of the patios, carports and storage closets attached to his Unit and shall be responsible for the maintenance and upkeep of same, provided, however, that without the written permission of the Management Committee first had and obtained, the owner shall not make or permit to be made any structural alteration, improvement or addition in or to the Unit, patios, carports and storage closets, or in or to the exterior of the building, and shall not paint or decorate any portion of the exterior of the building in which his Unit is located.

No radio or T.V. antenna, satellite dish or aerial shall be installed on the outside of any building contained within the project without prior written consent of the Committee.

3.8 **OPERATION, MAINTENANCE AND ALTERATIONS.** Each Unit, all Limited Common Area and the Common Area shall be maintained, repaired and replaced subject to the following restrictions:

- (a) **Clean & Attractive Condition.** The Units, Limited Common Area and Common Area shall be maintained in a usable, clean, functional, attractive and good condition, consistent with Country Hills Manor community standards.
- (b) **Area of Common Responsibility.** The Association shall maintain, repair and replace all of the Common Area and Facilities (except some of the Limited Common Area as described in the next section below dealing with enclosed garages and patios). This includes the exterior surfaces of the Building, painting, the replacement of trim, the maintenance and repair of roof, gas, sewer and other common utility lines, and all other improvements or materials located within or used in connection with the Common Areas and Facilities, swimming pools, club house, common landscaping, green space, sprinkler system, the entrances to and exits from the Project, sidewalks, and all foundations, columns, girders, beams, supports, main walls, roofs, stairs, exits of the Building, open parking and storage areas, and any common item not included in the Units.
- (c) **Area of Personal Responsibility.** Each Owner shall reasonably maintain, repair and replace his Unit, including his individual utility services, furnace and heating system, refrigeration and air conditioning system, fixtures, windows and doors. Each Owner shall maintain his Limited Common Area in a clean, attractive, tidy, uncluttered, safe, sanitary and functional condition so as not to detract from the uniform appearance or design of the Project and in a manner consistent with Community Standards. In the

situations where a Unit Owner has enclosed his or her carport to serve as a garage, or has enclosed his or her patio, the Unit Owner shall be responsible for the upkeep and repair of the garage and enclosed patio, except roofs.

- (d) **Utilities.** Each Owner shall pay for his electricity, phone, cable television and any other individual utility services not the express responsibility of the Association. The Association shall pay for all gas, garbage pick-up, sewer charges, culinary water, and secondary water.

3.9 **NEGLECT.** If the Committee determines that any Owner has failed or refused to discharge properly his duties under the Area of Personal Responsibility or that the need for maintenance, repair, or replacement of the Common Area and Facilities is caused through the willful or negligent act of any Owner, his family, guests, lessee, or invitees, then the Association may, but is not obligated to provide such maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

- (a) **Notice of Intent to Repair.** Except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair or replacement at Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Committee. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement of repair within ten (10) days.
- (b) **Emergency Situation.** In an emergency, prior notice is not required but written notice of the day, date, time, nature of the repair and the name and title of the person or persons making the repair shall be given to the Owner and/or Resident.
- (c) **Right of Entry.** The Association or its agents or employees shall have a right to entry upon or into any Unit or Limited Common Area as necessary to perform such work and shall not be liable for trespass for such entry or work.
- (d) **Debt and Lien.** The amount of the expenses referred to above is the debt of the Owner at the time the assessment is made and is collectible as such. If any Owner fails or refuses to pay said expenses when due, that amount constitutes a lien on the interest of the Owner in the Property.

3.10 **Alterations to the Common Area.** No Owner or Resident may make any structural alterations to the Common Area (including the Limited Common Area) without the prior written consent of the Committee.

#### 4 **PARKING.**

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4.1 All motor vehicles in the Project shall be subject to the following restrictions:

- (a) The parking rules and regulations as they may be adopted or amended by the Committee from time to time;
- (b) The common parking areas are not designed for Recreational, Commercial or oversized motor vehicles which must be parked or stored outside the Project. Temporary parking of these vehicles for a time not to exceed three days in any ten-day period is permitted.
- (c) No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, Recreational, Commercial or Oversized vehicle or any other transportation device of any kind may be parked or stationed (except for purposes of loading or unloading), in such a manner so as to create an obstacle or potentially dangerous situation, or in back of the Building, carport, driveway, walkway or in an unauthorized Common Area.
- (d) Residents may only park their motor vehicles within their carports, or in other designated Common Parking Areas.
- (e) Residents may not park their motor vehicles in "red zones," "fire lanes," or unauthorized areas.
- (f) Visitors or guests shall park their motor vehicles in Common Areas designated for "guest" or "visitor" parking.
- (g) No Owners or Residents shall repair or restore any vehicle of any kind in, on or about any Unit or the Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- (h) No carport may be altered in such a manner that the number of motor vehicles which may reasonably be parked therein after the alteration is less than the number of motor vehicles that could have been reasonable parked in the carport or Parking Unit as originally designed and constructed.
- (i) No motor vehicle shall be parked in such a manner as to inhibit or block access to a Unit, carport, entrance, exit or parking area.
- (j) All parking areas shall be used solely for the parking and storage of motor vehicles used for personal transportation. All vehicles must be registered, licensed and operable.

4.2 Vehicles parked in violation of this Declaration or parking Rules and Regulations adopted by the Management Committee may be fined, impounded, towed and stored, at the Owners sole risk and expense. The Association, Management Committee and members of the Committee shall be indemnified, saved and held harmless from any loss, damage or claim caused by or arising out of the fining, impounding, towing, or storing of a motor vehicle pursuant hereto.

## 5 REBUILD, REPAIR, RESTORE OR SELL.

5.1 Whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all or part of the property shall be determined by the approval and consent of Unit Owners representing not less than three-fourths (3/4ths) of the votes in accordance with the percentages assigned herein at any regular meeting of the owners or at a special meeting called for such purpose.

## 6 EASEMENTS AND ENCROACHMENTS.

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6.1 In the event any portion of the Common Areas and Facilities encroaches upon any of the

Units, a valid easement shall exist for such encroachment, and for the maintenance of same, so long as such encroachment exists. In the event the condominium project is partially or totally destroyed, and then rebuilt, minor encroachments shall be permitted, as required, upon the units, and easements for such encroachments, and for the maintenance of same, shall exist for such period of time as may be reasonably required for the reconstruction or repair of said premises.

## 7 HOMEOWNERS ASSOCIATION

- 7.1 **ANNUAL MEETING OF UNIT OWNERS.** The annual meeting of Unit Owners shall be held the first Monday in June at the project, or at such other time not more than 30 days before or after such date, as may be designated by written notice of the Management Committee delivered to the owners, not less than ten (10) days prior to the date fixed for said meeting. At the annual meeting elections shall be had to fill vacancies on the Management Committee, financial report shall be given and such other business conducted as may be properly presented.
- 7.2 **SPECIAL MEETINGS OF THE UNIT OWNERS.** Special meetings of the Unit Owners may be called at any time by written notice signed by a majority of the Management Committee, or by the owners having 1/3 of the total votes, delivered not less than 15 days prior to the date fixed for said meeting. Such meeting shall be held on the project and the notice thereof shall state the date, time and matters to be considered.
- 7.3 **MEETINGS OF UNIT OWNERS—QUORUM.** The presence at any meeting of owners having a majority of the total votes shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Declaration requires a fixed percentage of Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.
- 7.4 **VOTING AT MEETINGS OF UNIT OWNERS.** At any annual or special meeting of Unit Owners, each Unit Owner shall be entitled to one vote. Any owner may attend and vote at such meeting in person or by proxy duly appointed in writing signed by the Unit Owner(s) and filed with the Management Committee. Where there is more than one record Unit Owner, any or all persons may attend any meeting of the owners, but they must act unanimously in order to cast the votes to which they are entitled. No vote shall be cast or counted for any Unit Owner not in good standing. Unit Owners are not in good standing if they are more than 30 days delinquent in the payment of their Common Expenses or have failed to pay a fine assessed by the Management Committee. At the Annual Meeting, Unit

Owner(s) may vote in favor of as many candidates for Committee membership as there are seats on the Committee to be filled.

7.5 **NOTICES.** Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each such person at the address given by such person to the Management Committee or chairman for the purpose of service of such notice or to the Unit of such person if no address has been given to the chairman. Such address may be changed from time to time by notice in writing to the Management Committee or chairman.

## 8 MANAGEMENT COMMITTEE

8.1 **MANAGEMENT COMMITTEE—RIGHTS & OBLIGATIONS.** The business, property and affairs of the Association shall be managed by the Management Committee composed of seven (7) members, who shall serve two (2) year terms and shall be elected and serve subject to the following restrictions:

- (a) **QUALIFICATIONS.** To qualify, a Member of the Committee must be a Unit Owner or legal representative of a Unit Owner in good standing.
- (b) **VACANCIES.** Any vacant seat on the Committee shall be filled with a Member of the Association duly elected or appointed.
- (c) **MEETINGS.** The Committee shall meet at least once every calendar month
- (d) **DISMISSAL.** Any Committee member who fails on three (3) successive occasions to attend Committee meeting (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his/her seat. In such cases, the remaining Committee Members shall elect a replacement to sit on the Committee until the term of the dismissed member is completed.
- (e) **REMOVAL OF COMMITTEE MEMBERS.** Committee Members may be removed at any time by the affirmative vote of a majority of the Members of the Association. Committee Members who resign or are dismissed pursuant to this subsection shall be replaced by election by a Majority of the Members of the Association present at a special meeting called for that purpose. A replacement Member shall finish the term of office of the original Member of the Committee whom he replaced.
- (f) **COMPLETION OF TERM.** Unless he resigns, is dismissed, removed by the affirmative vote of a Majority of the Members of the Association or otherwise loses his seat as herein provided, a Member shall serve on the Committee until his successor qualifies and is properly appointed or elected.

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8.2 **NO COMPENSATION.** Committee members shall not be compensated for their services (unless compensation is approved by a majority of the members of the Association) but shall be reimbursed for all expenses reasonably incurred in connection with Committee business and approved by the Committee. Nothing herein shall prevent the Association from compensating the Association treasurer and/or secretary for bookkeeping, collection and tax preparation services, as long as the compensation is approved in writing in advance by the Committee.

8.3 **STATUS AND GENERAL AUTHORITY OF COMMITTEE.** Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated below, constitute a legal entity capable of dealing in its own name. The Management Committee shall have, and is hereby granted, the following authority and powers:

- (a) **To Enter.** The power and authority to enter into or upon any Unit or Limited Common Area to make repairs and to do other work reasonably necessary for the proper maintenance and operation of the Project. Except in the case of an emergency, reasonable notice shall be given to the Residents.
- (b) **Grant Easements.** The authority, without the vote or consent of the Owners, Mortgagees, insurers or guarantors of any Mortgage, or of any other person, to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and non-exclusive easements over under across and through the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance, operation or regulation of the Project.
- (c) **Execute Documents.** The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat Map which has been approved by the vote or consent necessary to authorize such amendment.
- (d) **Standing.** The power to sue and be sued.
- (e) **Enter Into Contracts.** The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- (f) **Transfer Interests in Real Property.** The power and authority to exchange, convey or transfer any interest in real property, so long as it has been approved by at least sixty-seven percent (67%) of the members in the Association.
- (g) **To Purchase.** The power and authority to purchase, otherwise acquire, and accept title to any interest in additional real property, so long as the purchase or acquisition has been approved by at least sixty-seven percent (67%) of the members in the Association.

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- (h) **To Add Property.** The power and authority to add any real property or interest therein to the Project so long as it has been approved by at least sixty-seven percent (67%) of the members in the Association.
- (i) **Promulgate Rules.** The authority to promulgate such reasonable administrative guidelines, rules, regulations, and procedures, as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with this Declaration.
- (j) **Meetings.** The authority to establish procedures for the presiding over and conducting of Association and Committee meeting. This includes but is not limited to the power to decide if the meeting or any part thereof shall be open or closed to Members of the Association or Residents not on the Committee, retire to executive session, regulate record keeping, and regulate, control or prohibit the electronic reproduction (e.g., video, audio, etc.) of Association or Committee meetings.
- (k) **Assignment or Leasing of Open Common Area Parking Spaces; User and Move-In/Move-Out Fees.** The authority to assign or lease overflow or excess parking spaces to Residents, to charge a user fee for the recreational amenities, or to assess a move-in and move-out fee.
- (l) **All other Acts.** The power and authority to perform any and all other acts, and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions or behalf of the Owners and the Association.

8.4 **OFFICERS.** The Management Committee shall appoint or elect from among its membership a chairman, vice-chairman, secretary, and a treasurer, who shall hold office at the pleasure of the Committee. The chairman of the Committee, or in his/her absence, the vice-chairman, shall preside at all meetings of the Committee and at all meetings of the Unit Owners. The secretary shall take and keep minutes of all meetings. He/she shall perform such other services as the Committee may impose upon him/her, and shall receive such compensation as the Committee may fix or approve. The treasurer shall have the custody and control of the funds of the Committee, subject to the action of the Committee, and shall, when requested by the chairman to do so, report the state of finances of the Committee at each annual meeting of the Unit Owners and at any meeting of the Committee. He/she shall perform such other services as the Committee may require of him/her and shall receive compensation as the Committee may fix or approve. The treasurer shall be bonded as required by the Management Committee.

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8.5 **REGULAR MEETINGS.** A regular meeting of the Committee shall be held after the adjournment of each annual Unit Owners meeting at a place which the Committee shall determine. Regular meetings, other than the annual meeting, shall be held at regular intervals and at such places and at such times as the Committee may from time to time by resolution provide. No special notice need be given of regular meetings of the Committee.

A Quorum for the transaction of business at any meeting of the Committee shall consist of a majority of the Committee then in office.

- 8.6 **SPECIAL MEETINGS.** Special meetings shall be held whenever called by the chairman, vice-chairman, or by a majority of the Committee. Either written or oral notice of such special meeting shall be given not less than 24 hours in advance of said meeting; provided, however, that by unanimous consent of the Committee, special meetings may be held without call or notice of any time or place.
- 8.7 **SPECIAL COMMITTEES.** The Management Committee by resolution, may designate one or more special Committees, each Committee to consist of two (2) or more persons who have ownership in the Units, which, to the extent provided in said resolution, shall have and may exercise the powers in said resolution set forth. Such special Committee or Committees shall have such name or names as may be determined from time to time by the Management Committee. Such special Committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The chairman of the Management Committee may appoint persons to fill vacancies on each of said special Committees occasioned by death, resignation, removal or inability to act for any extended period of time.
- 8.8 **ADDITIONAL FACILITIES.** The Management Committee shall have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the interest of the members and to effect the necessary amendments of documents and maps in connection therewith.
- 8.9 **ADMINISTRATIVE RULES AND REGULATIONS.** The Committee shall have the power to adopt and establish by resolution, such building Management, and operational rules as the Committee may deem necessary for the maintenance, operation, Management and control of the project, and the Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the owners such amendment, alteration and provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Unit Owners and/or occupants or guests of the project.
- 8.10 **RIGHT OF ENTRY.** The Committee and its duly authorized agents shall have the right to enter any and all of the said Units in case of an emergency originating in or threatening such Unit or any other part of the project, whether the owner or occupant thereof is present at the time or not. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and facilities of the project for the purpose of performing emergency installations, alterations, or repairs to the mechanical, or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations, or repairs are necessary to prevent damage or threatened damage to other units in the project; and provided further, that the unit owner or occupant affected by



such entry shall first be notified thereof if available and if time permits.

## 9 ASSESSMENTS

### 9.1 COVENANT TO PAY PROPORTIONATE SHARE OF COMMON EXPENSES.

Each Unit Owner by the acceptance of a deed or other document of conveyance to a Unit, whether or not it be so expressed in deed or document, shall be deemed to covenant and agree with each other to pay to the Association his share of the Common Expenses and any assessments established by the Management Committee for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided hereunder.

9.2 **BASIS.** The Common Expenses shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas and Facilities or furnishing utility services to the Units, which estimates may include, among other things, expenses of Management, maintenance, taxes and special assessments levied by governmental authorities; premiums for all insurance which the Management Committee is required or permitted to maintain pursuant hereto, common utilities, lighting, power, gas, water charges, trash collection, sewer service charges, repairs and maintenance, wages and benefits for Management Committee and maintenance employees, legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or capital fund; and any other expenses and liabilities which may be incurred by the Management Committee for the benefit of the Owners under or by reason of this Declaration.

9.3 **APPORTIONMENT.** Common Expenses shall be equally apportioned among all Unit Owners.

9.4 **PAYMENT.** Each assessment shall be due and payable in monthly installments on the 1<sup>st</sup> day of each and every month and no separate notices of such monthly installments shall be required. Payments received after the tenth (10<sup>th</sup>) day of the month in which they were due shall be assessed a late fee in a sum equal to five percent (5.0%) of the payment or twenty-five and no/100ths dollars (\$25.00), whichever is greater, unless otherwise determined by the Management Committee. Default interest at the rate of eighteen (18%) percent per annum (unless otherwise determined by the Management Committee) shall accrue on delinquent accounts from the date it becomes due and payable if not paid within thirty (30) days after such date.

9.5 **EQUITABLE CHANGES.** If the aggregate of all monthly payments on all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments, but, without the prior approval of a majority of the percentage of ownership interest in the Common Area, not greater than fifteen (15%) percent of the Assessment in any fiscal year. Owners shall be given at least thirty (30) days written notice of any changes.

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- 9.6 **RESERVE ACCOUNTS.** The Committee shall establish and maintain reserve accounts to pay for unexpected emergencies (Contingency Fund Account) and to fund capital improvements (Special Assessment Account). The reserve accounts shall be funded out of regular Assessments.
- 9.7 **CAPITAL IMPROVEMENT TABLE.** The Committee shall establish and update at least annually a Capital Improvement Table which shall list each major capitals improvement in the Project (e.g. roofs, swimming pools, roads, sidewalks, etc.) and the amount of money per month currently set aside in the special assessment account. .
- 9.8 **ACCELERATION.** Assessments shall be paid in the manner and on dates fixed by the Committee who may, at its option and in its sole discretion, elect to accelerate the entire annual Assessment for delinquent Owners. If, however, the Assessment is accelerated and an Owner subsequently files bankruptcy or the Committee otherwise decides acceleration is not in its best interest, the Committee, at its option and in its sole discretion, may elect to not accelerate the obligation.
- 9.9 **OTHER ASSESSMENTS.** In addition to the annual assessments authorized hereunder, the Management Committee may levy in any calendar year:
- (a) **Special Assessment.** A special Assessment, payable over such a period as the Management Committee may determine, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or the Project or any part thereof, or for any other unanticipated expense incurred or to be incurred as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Owners equally.
  - (b) **Individual Assessments.** An Individual Assessments may be levied by the Committee against a Unit and its Owner as a charge or to reimburse the Association for:
    - (i) costs incurred in enforcing the Project Documents;
    - (ii) costs associated with the maintenance, repair or replacement of Common Area for which the Unit Owner is responsible;
    - (iii) any other charge, fee, fine, due, expense, or cost designated as an Individual Assessment in the Declaration; and
    - (iv) attorney's fees, interest, and other charges relating thereto as provided in this Declaration and the other Project Documents.

Failure of the Committee to exercise Its authority under this Section shall not be grounds for any action against the Association; or the Committee and shall not constitute a waiver of the Committee's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Committee has not previously exercised its authority under this Section. This paragraph shall not be construed as an independent source of authority for the Management Committee to incur expenses, but shall be construed to prescribe the manner of

assessing for expenses authorized by other paragraphs hereof which shall make specific reference to this paragraph. Notice in writing of the amount of any assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall have been given.

9.10 **LIENS.** If any Owner fails or refuses to make any payment of the Common Expenses or an Assessment when due, that amount constitutes a lien on the interest of the owner in the property, and:

- (a) **Priority.** Such lien shall be superior to all other liens and encumbrances on such Unit except only for (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority and (b) encumbrances on the interest or the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.
- (b) **Notice of Lien.** To evidence a lien for sums assessed pursuant to this section, the Management Committee or its designee may prepare a written notice of lien setting forth the amount of the debt and Additional Charges due, the name and address of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by a representative or agent of the Management Committee and shall be recorded in the Office of the County Recorder of Weber County, Utah. No notice of lien shall be recorded until there is an unpaid debt.
- (c) **Foreclosure.** Such lien may be enforced by judicial or non-judicial foreclosure by the Management Committee in the same manner in which mortgages and trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Owner shall also be required to pay to the Management Committee any assessments against the Unit which shall become due during the period of foreclosure. The Management Committee shall have the right and power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorneys' fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Committee may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Committee elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the

attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title, and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

- (d) **Release of Lien.** A release of lien shall be executed by the Management Committee and recorded in the office of the County Recorder of Weber County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.
- (e) **Mortgagee or Lienholder Rights.** Any encumbrancer holding a lien on a Unit may but shall not be required to pay any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

9.11 **DUTY TO PAY INDEPENDENT.** No reduction or abatement of an Owner's share of the Common Expenses or any Assessment shall be claimed or allowed by reason of any alleged failure of the Association or Committee to take some action or perform some function required to be taken or performed by the Association or Committee under this Declaration or the By Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

9.12 **REMEDIES.** Suit to recover a money judgment for such personal obligation shall be maintainable by the Management Committee without foreclosing or waiving the lien securing the same.

9.13 **SUPERIORITY OF ASSESSMENTS.** All Assessments against a Unit and Owner, and all liens created to secure the debt, are superior to any homestead exemptions to which an Owner may be entitled. By accepting a deed or other document of conveyance to a Unit, each Owner expressly agreed to waive or subordinate said exemptions.

#### 10 **TERMINATION OF RIGHT TO USE AMENITIES FOR NON-PAYMENTS.**

10.1 If a Unit Owner fails or refuses to pay any assessment when due, the management committee may, after giving written notice and an opportunity to be heard as provided herein:

- (a) terminate an owner's right to receive utility services paid as a common expense; and
- (b) terminate an owner's right of access and use of recreational facilities.

10.2 Before terminating utility services or right of access and use of recreational facilities under the preceding section, the manager or management committee shall give written notice to the unit owner as follows:

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- (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; 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 if a person of suitable age or discretion could not be found; or

10.3 The written notice shall state:

- (a) utility services or right of access and use of recreational facilities will be terminated if payment of the assessment is not received within at least 48 hours;
- (b) the amount of the assessment due, including any interest or late payment fee; and
- (c) the right to request a hearing.

10.4 A unit owner who is given notice under the preceding section may request an informal hearing to dispute the assessment by submitting a written request to the management committee within 14 days from the date the notice is received. The hearing shall be conducted as follows: Within 14 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 assess the Unit Owner. However, the intent of the hearing is to 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.

10.5 If a hearing is requested, utility services or right of access and use or recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been entered.

10.6 Upon payment of the assessment due, including any interest or late payment fee, the manager or management committee shall immediately take action to reinstate the terminated utility services to the unit.

10.7 **Suspension of Right to Vote for Non-Payments.** The right of an Owner to vote on issues

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concerning the Association shall be suspended if the Owner is not in good standing (i.e., delinquent in the payment of his portion of the Common Expenses, any Assessments, etc.) and has failed to cure or make satisfactory arrangements to cure the default after reasonable written notice of at least ten (10) days.

## 11 RESTRICTION ON RENTAL OF UNITS.

11.1 The Unit Owners of Country Hills Manor Condominium desire to preserve and enhance the quality of life at Country Hills Manor Condominium and have purchased their units at Country Hills Manor for the purpose of using the unit as an owner occupied single family residence. The purchase of a unit as a facility to produce rental income (a business) is prohibited. Unit occupancy is restricted to a single family. Renting any portion of a unit as a dwelling is prohibited. The Unit Owners also believe the condominium living concept was developed to create a real property interest wherein individuals could own their property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community. The Unit Owners also desire to live in a condominium community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Country Hills Manor Condominium. To accomplish the Unit Owners' objectives, the following provision is adopted restricting Units from being rented at Country Hills Manor:

(a) **Leasing of Units.** The rental or leasing of Units at Country Hills Manor Condominium is prohibited. Those Units that are being leased or rented at the time this provision is adopted shall terminate the lease or rental agreement on or before July 1, 2007, at which time they must either sell their Unit to an Owner who will occupy the Unit, occupy the Unit themselves, or terminate the rental or leasing of their Unit. The restrictions herein shall not apply if a Unit Owner moves from his Unit (a) due to temporary (less than two and one-half years) military, humanitarian, religious or charitable activity or service, and (b) leases his Unit with the intent to return to occupy his Unit when the military, humanitarian, religious or charitable service terminates. Nor shall the restrictions herein apply if a Unit Owner leases their Unit to family members (parent, grandparent, child, grandchildren or siblings).

## 12 INSURANCE.

12.1 The Management Committee shall obtain and maintain at all times insurance of the type and kind as follows:

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(a) Fire insurance, with extended coverage endorsement, for the full insurable replacement value of the Units and Common Areas, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgage or mortgagees of each Unit,

if any.

- (b) A policy or policies insuring the Management Committee, the Unit Owners and the chairman against any liability to the public or to the owners of Units, Common Areas, and their invitees or tenants; incident to the ownership and/or use of the condominium project, and including the personal liability exposure of the owners. Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000.00) for each person; and shall be not less than One Hundred Thousand (\$100,000.00) Dollars for property damage for each occurrence. Such limits and coverage shall be reviewed at least annually by the Management Committee and increased at 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 in respect to his, her or their action against another named insured.
- (c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.
- (d) 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.

12.2 The said 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 "A" or better by Best's Insurance Reports.
- (b) Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested 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 contribution with insurance purchased by individual owners or their mortgagees.
- (d) Each Unit Owner shall obtain insurance at his own expense insuring his/her Unit; 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 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 Five Thousand and No/100 (\$5,000.00) Dollars.
- (f) Any owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such owner, shall be required to file a copy of the individual policy or policies with the Management Committee within thirty (30) days after purchase of such insurance.
- (g) The Management Committee shall be required to make every effort to secure insurance policies that will provide for the following:

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- (i) A waiver of subrogation of the insurer as to any claims against the Management Committee, the Chairman, the Owners and their respective servants, agents and guests.
  - (ii) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners.
  - (iii) That the master policy of the project cannot be cancelled, invalidated or suspended on account of the conduct or any officer or employee of the Management Committee or Chairman without a prior demand in writing that the Management Committee or Chairman cure the defect.
  - (iv) That any "no other insurance" clause in the master policy excludes individual owners' policies from consideration.
- (h) The Management Committee shall conduct an annual insurance review to include an appraisal of the improvements in the project by a representative of the insurance carrier writing the master policy.

### 13 MORTGAGE PROTECTION.

13.1 Notwithstanding all other provisions hereof:

- (a) The liens created hereunder upon any condominium shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an Owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein;
- (b) No amendment to this section shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

### 14 ANIMAL RESTRICTIONS.

- 14.1 One pet per unit may be allowed at Country Hills Manor Condominiums when a Unit Owner or resident agrees to abide by the provisions set forth herein.
- 14.2 The Management Committee shall have authority to order the removal of any pet if, at any time, the resident possessing the pet fails to live up to the representations made in the Pet Agreement or if the resident fails to execute a Pet Agreement.

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- 14.3 No other animals, livestock, reptiles, 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 damaging.
- 14.4 Under no circumstances may any pet reside at Country Hills Manor nor shall the Management Committee approve any application to bring a pet to Country Hills Manor unless the agreements contained in the Country Hills Manor Pet Agreement are first made in writing by the resident making the application as follows:
- (a) The pet will not disturb the other residents of the condominium by creating an unacceptable level of noise or by creating any offensive odors. An unacceptable level of noise is any noise created by a pet inside a Unit that can be heard in another Unit or outside the Unit in the Common Area, or, any noise created by a pet in the Common Area that can be heard inside a Unit.
  - (b) The pet will not defecate on, do damage to, or in any way disturb the Common Areas of the condominium.
  - (c) The pet will remain inside the resident's Unit at all times it is at the condominium unless it is on a leash and in the presence of the unit owner or agent of a Unit Owner.
  - (d) The pet will never be allowed to freely roam in the Common Areas of the condominium.
  - (e) The resident will provide a litter box for the pet inside the unit where the pet resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
  - (f) Whenever the pet is on the Common Areas of the condominium, it shall be carried by the resident or be on a leash no longer than 10 feet long.
  - (g) The resident agrees that the Management Committee has the right to require removal of any pet if it receives complaints about the pet and the Management Committee determines, in its sole discretion, after a hearing, that the complaints are valid.
  - (h) The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a unit after its removal has been required by the Management Committee.
  - (i) Any damages caused by a pet to the Common Area will be the responsibility of the Unit Owner.
- 14.5 Pets shall be registered and have current shots in accordance with Ogden Ordinances. A copy of this information shall be made available to the Management Committee within 24

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hours of request. The Management Committee shall not be responsible for loss or liability of any kind whatsoever arising from or growing out of having any pet in the Common Areas or within the community, including flowerbeds, grass areas, and shrubbery. Any damages caused by a pet will be the responsibility of the Unit Owner.

## 15 FINES

- 15.1 The Management Committee is authorized to assess a fine against Unit Owners or residents 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 the Declaration, Amended Declaration, Bylaws, and the Administration Rules and Regulations adopted by the Management Committee.

## 16 GENERAL PROVISIONS

- 16.1 **NO BUSINESSES.** Inasmuch as Country Hills Manor 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 Manor except they meet all of the federal, state and municipal laws, ordinances and licensing requirements, as well as complying with the Country Hills Manor Homeowners Declaration, bylaws, rules and regulations. The following are some of the general requirements for home occupation businesses:
- (a) Customers, patrons, guests, clients or individuals may come to Units 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 Unit;
  - (c) Only services that are done mostly on the telephone and computer, such as consulting, tax preparation, computer or Internet businesses, may be provided at the Unit as limited by city ordinance;
  - (d) Any vehicles used in the business must comply with the Condominium Association parking rules.
  - (e) No business activities may be conducted between the hours of 8:00 p.m. and 8:00 a.m.
- 16.2 **LIMITATION OF ASSOCIATION'S LIABILITY.** The Association shall not be liable for any failure of water supply or other utility or service to be obtained and paid for by the Association hereunder, or for injury or damage to person or property caused by the elements or by another Owner or person in the project, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising

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from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

- 16.3 **INDEMNIFICATION OF MANAGEMENT COMMITTEE.** Each member of the Management Committee of the Association shall be indemnified by the Owners against all expenses and liabilities including attorney 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 or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Association approves such settlement and reimbursement as being for the best interests of the Association.
- 16.4 **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 may be contacted in the case of an emergency. All tenants and the leases they sign to lease a Unit at Country Hills Manor shall be subject in all respects to the provisions of the declaration, bylaws, and rules and regulations of Country Hills Manor. 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 Manor.
- 16.5 **EVICITION.** 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.
- 16.6 **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 Country Hills Manor, 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

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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 unless such authority is delegated to the chairman of the homeowners association.

16.7 **NO FELONS ON COMMITTEE.** Affordable condominium insurance is critical to the overall accomplishment of maintaining a viable condominium project, and especially the obtaining and maintaining of affordable director's liability coverage and errors and omissions insurance policies; and the election of members to the Management Committee who have any felony conviction or a misdemeanor conviction involving the handling of funds could have a negative impact on the ability of Country Hills Manor to obtain quality and affordable insurance coverage; consequently, no person is eligible to be elected to, nominated for, or to sit as a member of the Management Committee at Country Hills Manor Condominium (A) who has been convicted of any felony crime within 15 years of the date he or she is nominated for a position on the Management Committee, (B) who is currently on parole or probation for any crime, (C) who at any time within the 15 years of the date he or she is nominated for a position on the Management Committee been on parole or probation for any crime, or (D) who at any time in his or her life been convicted of a crime involving in any way the handling of money.

16.8 **COPYING COSTS.** 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. Upon request, the Management Committee shall provide to each Unit owner one initial copy of the complete set of rules and regulations. E# 2050155 P628 OF31

16.9 **AMENDMENT.** Except as otherwise provided herein, the provisions of this Declaration may be amended by an instrument in writing voted on and approved by record Unit Owners holding sixty-seven percent (67%) of the total vote hereunder, which amendment shall be effective upon recordation in the Office of the Recorder of Weber County, Utah.

16.10 **CONSENT IN LIEU OF VOTE.** In any case in which this Declaration requires the vote of an Owner for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such act or transaction from Owners who collectively hold the required percentages, subject to the following conditions;

- (a) **Ninety-Day Limit.** All necessary written consents must be obtained prior to the expiration of ninety (90) days from the date the first written consent is obtained; and
- (b) **Change In Ownership.** Any change in ownership of a Unit which occurs after a written consent has been obtained from the selling Owner but prior to an amendment being recorded, shall require the vote of the new Owner if the new Owner's vote is needed to pass or defeat an amendment or to establish a quorum.

17 **SERVICE OF PROCESS.**

17.1 The person to receive service of process in the cases contemplated by the act is:

Name: Richard W. Jones  
Address: 4605 Harrison Boulevard, 3<sup>rd</sup> Floor  
Ogden, UT 84403

The Management Committee may amend this provision without a vote of the Association upon recording a notice with the Weber County Recorder's Office.

18 **INTERPRETATION.** The provisions of this Declaration shall be liberally construed to effectuate its 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

19 **SEVERABILITY.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

20 **EFFECTIVE DATE.** This Declaration shall take effect upon recording.

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**CERTIFICATION**

It is hereby certified that condominium Unit Owners holding more than sixty-seven percent (67%) of the undivided ownership interest in the common areas and facilities have voted to approve this amended Declaration.

IN WITNESS WHEREOF, this 12 day of August, 2004

By [Signature]  
President

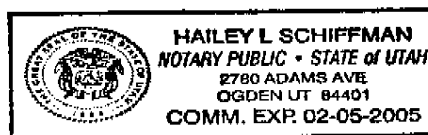
STATE OF UTAH )

:ss.

COUNTY OF WEBER )

On this 12th day of August, 2004, personally appeared before me ~~Hailey L. Schiffman~~ Thomas D. Hancock who, being by me duly sworn, did say that (s)he is President of the Country Hills Manor Condominium Management Committee and that the within and foregoing instrument was signed in behalf of said Management Committee and (s)he duly acknowledged to me (s)he executed the same.

[Signature]  
Notary Public



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**Exhibit A**  
**Legal Description of Units**

The following buildings and units in Country Hills Manor Condominium Phase No. 1, Ogden City, Weber County, Utah. 06-079-0001 through 06-079-0028.

<u>Building</u>	<u>Unit#</u>
A	1-6
B	7-14
C	15-20
D	21-28

The following buildings and units in Country Hills Manor Condominium Phase No. 2, Ogden City, Weber County, Utah. 06-124-0001 through 06-124-0040.

<u>Building</u>	<u>Unit #</u>
E	29-36
F	37-44
G	45-51
H	52-60
I	61-68

The following buildings and units in Country Hills Manor Condominium Phase No. 3, Ogden City, Weber County, Utah. 06-128-0001 through 06-128-0017.

<u>Building</u>	<u>Unit #</u>
J	69-78
K	79-85

The following buildings and units in Country Hills Manor Condominium Phase No. 4, Ogden City, Weber County, Utah. 06-132-0001 through 06-132-0033.

<u>Building</u>	<u>Unit #</u>
L	86-92
M	93-104
N	105-111
O	112-118

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RECORDER'S NOTE: 60 is in 8/6/9