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ELECTRONICALLY RECORDED

AMENDMENT
TO THE
COVENANTS, CONDITIONS & RESTRICTIONS
OF
COUNTRY HILLS MANOR CONDOMINIUM

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October 2013

AMENDMENT
TO THE
COVENANTS, CONDITIONS & RESTRICTIONS
OF
COUNTRY HILLS MANOR CONDOMINIUM

This Amendment to the Declaration of Covenants, Conditions & Restrictions and Reservations of Easements for Country Hills Manor Condominium ("Amendment") is made and approved by the Unit Owners of Country Hills Manor Condominium ("Country Hills") on the date shown below after being voted on and approved by the Unit Owners in accordance with the Governing Documents (as defined below) of Country Hills.

RECITALS

WHEREAS, Country Hills was created pursuant to the Declaration of Covenants, Conditions, and Restrictions for Country Hills, dated July 18, 1966 ("Enabling Declaration"), and recorded in the Recorders office of Weber County, Utah. Subsequent to the filing of the Enabling Declaration there have been various amendments thereto; and

WHEREAS, Country Hills amended the Enabling Declaration and adopted an Amended and Restated Declaration of Covenants, Conditions, and Restrictions, dated August 13, 2004 ("Restated Declaration") which document was recorded in the Recorders office of Weber County, Utah on August 13, 2004, as entry number 2050155; and

WHEREAS, the Unit Owners at Country Hills desire to (1) preserve and enhance the quality of life at Country Hills, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the Residents of Country Hills, and (4) improve the environment by reducing those elements that create an unhealthy atmosphere; and

WHEREAS, Country Hills Manor Condominium Homeowners Association, Inc. ("Association") is responsible for the enforcement of the provisions of the Enabling Declaration, the Restated Declaration, and the Association's Bylaws, and any amendments thereto (collectively referred to as the "Governing Documents").

NOW THEREFORE, the Owners of the Units at Country Hills do hereby adopt this Amended Declaration as a restrictive covenant against Country Hills Manor Condominium located in Weber County, Utah, which real property is more fully described on Exhibit "A" attached hereto.

This amendment shall become effective upon recording and shall be controlling in the event of a conflict between this Amended Declaration and any provisions of the Governing Documents. The capitalized terms used herein shall have the same meaning as defined in the Restated Declaration

AMENDMENTS

ARTICLE I

RENTAL RESTRICTIONS

RECITALS

WHEREAS, the Unit Owners desire to amend the Declaration to place reasonable restrictions on the percentage of renters who may occupy Units at Country Hills Manor; and

WHEREAS, the Unit Owners within the Association desire to preserve and enhance the quality of life at Country Hills Manor and have purchased their Units at Country Hills Manor for the purpose of using their Unit as an Owner occupied single family residence; and

WHEREAS, the Unit Owners have purchased a Unit in a condominium because they understand the condominium living concept was developed to create a real property interest wherein individuals could own their own real property and enjoy the benefits and stability that accompany ownership of real property, both individually and as a neighborhood, as well as the security that comes to a high density condominium community by having Residents who are Owners and are committed to the long-term welfare and good of the community; and

WHEREAS, the Unit Owners realize that the value of their Units is directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain FHA and other forms of financing, and that FHA underwriting standards as well as the underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of Non-Owner occupied Units that can exist in a condominium; and further, when too high a percentage of Non-Owner occupied Units exist in a condominium project, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting a Unit Owner's ability to sell a Unit and depressing the value of all the Units at Country Hills Manor; and

WHEREAS, as the result of a variety of economic factors beyond the control of the Association and the Owners, permitting a limited percentage of Units to be leased may reduce the financial hardship to Owners who must move or sell their Unit due to circumstances beyond their control, while still protecting the integrity of Country Hills Manor and permitting Country Hills Manor to achieve the objectives described above.

- 1.1 Non-Owner Defined.** As used herein, "Non-Owner" means an individual or entity that is not an Owner as shown on the records of the Weber County Recorder.
- 1.2 Rent and Lease Defined.** As used herein, "rent" (or a variation of the word) or "lease" (or any variation of the word) means a Unit that is owned by an Owner that is occupied by one or more Non-Owners while no Owner occupies the Unit as the Owner's primary residence. The payment of compensation to an Owner by a Non-Owner shall not be required to establish that the Non-Owner is leasing a Unit. Failure of a Non-Owner to pay compensation of any kind to the Owner shall not be considered when determining if a Unit is a rental Unit.
- 1.3 Occupied Defined.** As used herein, "occupied" means to reside in a Unit as a full time renter or to reside in a Unit for ten (10) or more days in a thirty (30) day period. A Unit is deemed to be occupied by a Non-Owner if the Unit is occupied by an individual(s) other than the Unit Owner and the Owner is not occupying the Unit as the Owner's primary residence.
- 1.4 Single Family Defined.** "Single family" means: (a) a single person living alone or with the person's children, (b) up to three unrelated persons, or (d) a husband/wife relationship with or without children.
- 1.5 Temporary Defined.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from temporarily residing in his or her Unit while the Owner is present. As used in this paragraph, "temporarily" means for a period not exceeding fifteen (15) days in any thirty (30) day period.
- 1.6 Limited Leasing Permitted.** Not more than ten percent (10%) of the Units within Country Hills Manor may be leased at any time, which leasing must be consistent with the provisions of this Amended Declaration. If less than ten percent (10%) of the Units at Country Hills Manor are occupied by non-Unit Owners, an Owner may Lease his Unit as set forth herein.
- 1.7 Board Approval.** All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Country Hills Manor Board of Directors who shall determine if less than ten percent (10%) of the Units are currently rented and to verify compliance with the leasing restrictions of this Amended Declaration.
- 1.8 Board List.** The Board shall maintain a list of those Unit Owners who have notified the Board of intent to lease their Unit and shall grant permission to Unit Owners to lease their Unit, which permission shall be granted in the same order the Board receives the written notice of intent to lease a Unit from the Unit Owners. Permission shall be granted to lease a Unit only when less than ten percent (10%) of the Units at Country Hills Manor are occupied by a non-Unit Owner. The Board shall create, by rule or resolution, procedures to determine and track the number of rentals and Units in Country Hills Manor subject to the provisions described above, and shall ensure consistent administration and enforcement of the rental restrictions in this Amended Declaration.

1.9 Restrictions Not Applicable. The rental restrictions contained in this Amended Declaration shall not apply:

- a. if a Unit Owner is a member of the military and is required to move from the Unit during a period of military deployment and desires to lease the Unit during the period of deployment;
- b. if a parent, grandparent, or child leases their Unit to a family member who is a parent, grandparent, child, grandchild, or sibling of the Owner;
- c. to an Owner if an employer relocates an Owner for period of less than two years;
- d. if a Unit Owner moves from a Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases the Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded, or
- e. to a Unit owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current Resident of the Unit or the parents, grandparent, child, grandchild, or sibling of the current Resident of the Unit.
- f. Units that are leased under these exceptions contained in this Paragraph 2.9 shall not be counted toward the ten percent (10%) cap on rental restrictions.

1.10 Transfer of Unit. For purposes of this Amended Declaration, a transfer occurs when one or more of the following occur:

- a. the Owner conveys, sells, or transfers a Unit by deed;
- b. the Owner grants a life estate in the Unit; or
- c. if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.

1.11 Good Landlord Program. Prior to leasing any Unit in Country Hills Manor the Unit Owner desiring to lease his or her Unit shall first sign up for and qualify for the Ogden "Good Landlord Program", and shall obtain an Ogden City business license as required by Section 5 of the Ogden City Municipal Code. Proof of compliance with these requirements shall be submitted to the Country Hills Manor Board prior to the time the Board grants a Unit Owner permission to lease a Unit under paragraph 1.7 above.

- a. **No Felons.** In addition to compliance with Ogden Good Landlord Program, no Unit Owner shall permit any person who has been convicted of a felony within eight years

of applying for permission to rent, or who has been on parole or probation in the past six years, to rent, lease or occupy his or her Unit at Country Hills Manor or to reside with another person who is a Non-Owner of a Unit at Country Hills Manor.

- b. **Violation.** Any Unit Owner who violates this Amended Declaration shall be subject to a complaint for damages and/or injunction and order seeking to terminate the lease in violation of this Amended Declaration. If Country Hills Manor is required to retain legal counsel to enforce this Amended Declaration, with or without the filing of legal process, the violating Unit Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Amended Declaration.
- c. **Repeal of Existing Lease Provision.** By adopting this Amended Declaration, Article 11.1 of the Restated Declaration is hereby repealed and rescinded.
- d. **Violation of Association Covenants.** All leases shall be subject in all respects to the provisions of the Association's governing documents (declaration, bylaws, rules and regulations). Failure of a Non-Owner to materially comply with the terms of the governing documents shall be a default under the lease. In the event any Non-Owner occupying or visiting Country Hills violates the governing documents, the Board shall give written or electronic notice to the Owner of the Unit in which the Non-Owner resides and the Unit Owner shall take prompt action to notify the Non-Owner and to ensure that the Non-Owner complies with the governing documents. If, within ninety (90) days of the Board providing notice to the Owner, the Non-Owner repeats a violation for which the Owner has received a notice from the Board, the Unit Owner shall evict the Non-Owner. If the Unit Owner fails to initiate legal action to terminate the lease and evict the Non-Owner residing in the Owner's Unit within ten (10) days of receiving notice from the Board of the Non-Owner's second violation, the Board of Directors may, in the name of the Association and in behalf of the Unit Owner, file an action against the violating Non-Owner. The Board's action against the Non-Owner may be based on the Non-Owner's unlawful detainer resulting from the violation of the governing documents or upon any other legally recognized cause of action. The Unit Owner and the Non-Unit Owner shall be named as defendants in the action and the Board shall be entitled to receive: i) an order requiring the Non-Owner to vacate the Owner's Unit, ii) damages, and iii) recovery of costs and attorney fees from the Unit Owner. Any contracts, leases or rental agreements entered into in violation of this Amendment is void.

ARTICLE II

COLLECTION OF DELINQUENT HOA FEES FROM TENANTS

In the event an Owner is delinquent in the payment of any assessment past due and owing to the Association, as authorized in U.C.A. 57-8-53, the Association may require a tenant under a lease with a Unit Owner to pay the Association all future lease payments due to the Unit Owner.

- 2.1 Collecting HOA Fees from Renters.** If the Owner of a Unit who is leasing the Unit fails to pay any assessment for a period of more than 60 days after it is due and payable, the Board may require the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid.
- 2.2 Notice to Unit Owner.** The Board shall give the Unit Owner written notice of the Board's intent to demand full payment of all delinquent assessments from the Owner's tenant. This notice shall be sent by regular first class mail to the last known address of the Owner, as provided on the records of the Weber County recorder or as provided by the Unit Owner to the Board. The notice shall inform the Owner that all delinquent assessments must be paid to the Association within fifteen (15) days from the date the notice is mailed to the Unit Owner, and if payment is not received within fifteen (15) days, that the Board shall notify the tenant that future lease payments shall be paid to the Association and not to the Unit Owner. The notice shall also state:
- a. the amount of the assessment due, including any interest, late fee, collection cost, and attorney fees;
 - b. that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and
 - c. that the Association intends to demand payment of future lease payments from the Unit Owner's tenant if the Unit Owner does not pay the amount owing within 15 days.
- 2.3 Notice to Tenant.** If the Unit Owner fails to pay the amount of the assessment due within the fifteen (15) day period specified in the notice, the Board shall deliver written notice to the tenant ("Tenant's Notice") informing the tenant that all future payments due from the tenant to the Owner shall be paid to the Association. The Tenant's Notice shall be served on the tenant by: (1) posting a notice on the door of the tenant's Unit, (2) mailing a notice to the tenant at the address of the Unit, or (3) delivering notice personally to the tenant. A copy of the Tenant's Notice shall be mailed to the Unit Owner. The Tenant's Notice shall also state:
- a. that due to the Owner's failure to pay the assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease payments due to the Association until the amount owing is paid;
 - b. the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and
 - c. Payment by the tenant to the Association will not constitute a default under the terms

of the lease agreement with the Unit Owner/landlord.

- 2.4 **Disbursement of Funds Collected.** All funds paid to the Association pursuant to the notice shall be deposited in a separate account and disbursed to the Association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the Unit Owner within five business days of payment in full to the Association.
- 2.5 **Terminating Collection.** Within five business days of payment in full of the assessment, including any interest or late payment fee, the Board shall notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification shall be mailed to the Unit Owner.
- 2.6 **Definition of Lease.** As used in this section, "lease" or "leasing" means regular, exclusive occupancy of a Unit by any person or persons, other than the Unit Owner, for which the Unit Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument. In the event a Unit is leased or subleased to a family member and no rental payments are required or being made by the family member to the Unit Owner, a reasonable rental amount shall be imputed and the family member shall be required to pay the Association the imputed rental amount.

ARTICLE III

- 3.1 **Severability.** If any of the provisions of this Amended Declaration 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 Amended Declaration 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 20 day of October, 2013.

Country Hills Manor Condominium Homeowners Association, Inc.

By 
President

STATE OF UTAH)
)
:SS
COUNTY OF WEBER)

On this 30 day of October, 2013, personally appeared before me Dave Coombs, who, being by me duly sworn, did say that he is President of the Country Hills Manor Condominium Board of Directors and that the within and foregoing instrument was signed in behalf of Country Hills Manor Condominium Homeowners Association, Inc. and he duly acknowledged to me he executed the same.

Ligia E Parker

Notary Public



EXHIBIT "A"

Legal Description of Units in Country Hills Manor

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. *RB*

<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. *RB*

<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. *RB*

<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. *RB*

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