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When recorded mail to:

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EH 2620233 PG 1 OF 8  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
13-FEB-13 119 PM FEE \$56.00 DEP SGC  
REC FOR: CHATEAU PARK HOA

**SUPPLEMENTAL DECLARATION OF CHATEAU PARK**  
**A CONDOMINIUM PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Declaration of Chateau Park, a Condominium Project ("Chateau Park") was recorded as Entry No. 427489, in Book 775, Pages 297 through 304, Records of Weber County, Utah (the "Declaration"); and

WHEREAS, it is necessary and desirable that the Declaration be supplemented;

NOW THEREFORE, pursuant to a motion presented and duly carried and approved by a two-thirds (2/3) majority vote of the Unit Owners at the annual meeting of the Owners Association (the "Association") on the 31st of January, 2013, which consent and approval is attached hereto as Exhibit "A", and as thereafter ratified and approved by the Management Committee, and in consideration of the promises, agreements, and considerations herein contained, IT IS HEREBY AGREED that the Declaration shall be, and the same is, hereby amended as follows:

19. Fee for Providing Payoff Information Needed at Closing.

The Association may charge a fee for providing Association payoff information needed in connection with the closing of a Unit Owner's financing, refinancing, or sale of the Unit Owner's unit provided, and the Association may not (i) require a fee to be paid before closing or (ii) charge a fee in excess of Fifty Dollars (\$50.00).

U.C.A. § 57-8-6.3

20. Reserve Analysis; Reserve Fund.

- (1) The Management Committee shall, no less frequently than every six (6) years, conduct a reserve analysis to determine the need for a reserve fund to accumulate money to cover the costs of repairing, replacing and restoring common areas and facilities that have a useful life of three (3) years or more, but excluding any costs that can reasonably be funded from

the general budget or other funds of the Association of Unit Owners and the Management Committee shall determine the appropriate amount of any reserve fund.

- (2) The Management Committee may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Management Committee, to conduct the reserve analysis.
- (3) The Management Committee may not use the money in a reserve fund (i) for daily maintenance expenses unless a majority of the Members of the Association of Unit Owners vote to approve the use of reserve fund money for that purpose; or (ii) for any other purpose other than the purpose for which the reserve fund was established. The Management Committee shall maintain the reserve fund separate from other funds of the Association of Unit Owners.
- (4) The Management Committee shall not be limited from prudently investing money in a reserve fund, subject to any investment constraints imposed by the Declaration.
- (5) The Association shall annually at the annual meeting of Unit Owners or at a special meeting of Unit Owners present the reserve study and provide an opportunity for Unit Owners to discuss reserves and to vote on whether to fund a reserve fund and, if so, how to fund it and in what amount. The Association shall prepare and keep minutes of each such meeting indicating in the minutes any decision relating to funding a reserve fund.

U.C.A. § 57-8-7.5

21. Lien in Favor of Association of Unit Owners for Assessments and Costs of Collection.

The Association has a lien on a unit for an assessment and for the fees (including fines), charges and costs associated with collecting an unpaid assessment including court costs and reasonable attorney's fees, late charges, interest and any other amount that the Association is entitled to recover under this Declaration or under the Condominium Ownership Act.

U.C.A. § 57-8-44

22. Enforcement of a Lien.

- (1) To enforce a lien established under the prior paragraph, the Association may (i) cause a unit to be sold through non-judicial foreclosure as though the lien were a deed of trust in the manner provided by law, or (ii) foreclose the lien through a judicial foreclosure in the manner provided by law for the foreclosure of a mortgage. For purposes of a non-judicial or judicial foreclosure, the Association is considered to be the beneficiary under a trust deed and the Unit Owner is considered to be the trustor under a trust deed.
- (2) A Unit Owner's acceptance of the owner's interest in a unit constitutes simultaneous conveyance of the unit in trust, with power of sale, to the trustee designated as provided in this section for the purpose of securing payment of all amounts due under the Declaration and the Condominium Ownership Act.
- (3) The Association is not prohibited from bringing an action against a Unit Owner to recover an amount for which a lien is created or from taking a deed in lieu of foreclosure if the action is brought or deed taken before the sale or foreclosure of the Unit Owner's unit under the Condominium Ownership Act.

U.C.A. § 57-8-45

23. Notice of Non-judicial Foreclosure – Non-judicial Foreclosure Prohibited if Unit Owner Demands Judicial Foreclosure.

- (1) At least thirty (30) calendar days before initiating a non-judicial foreclosure, the Association shall provide notice to the Unit Owner that is the intended subject of the non-judicial foreclosure.
- (2) The notice shall notify the Unit Owner that the Association intends to pursue non-judicial foreclosure with respect to the Unit Owner's unit to enforce the Association's lien for an unpaid assessment and notify the Unit Owner of the Unit Owner's right to demand judicial foreclosure in the place of non-judicial foreclosure. The notice shall be substantially in the following form:

**Notice of Non-judicial Foreclosure and Right to Demand Judicial Foreclosure.**

*Chateau Park Condominiums, Inc., the Association for the project in which your unit is located, intends to foreclose upon your unit and allocated interest in the common areas*

*and file a lawsuit or involve a court. This procedure is being followed in order to enforce the Association's lien against your unit and to collect the amount of an unpaid assessment against your unit, together with any applicable late fees and the costs, including attorney's fees, associated with the foreclosure proceeding. Alternatively, you have the right to demand that a foreclosure of your property be conducted in a lawsuit with the oversight of a judge. If you make this demand and the Association prevails in the lawsuit, the costs and attorney's fees associated with the lawsuit will likely be significantly higher than if a lawsuit were not required, and you may be responsible for paying those costs and attorney's fees. If you want to make this demand, you must state in writing that "I demand a judicial foreclosure proceeding upon my unit" or words substantially to that effect. You must send this written demand by First Class and Certified U.S. Mail, Return Receipt Requested, within fifteen (15) days after the date of the postmark on the envelope in which the notice was mailed to you. The address to which you must mail your demand is "2352 West Chateau Drive, Roy, Utah 84067" or such other address as may be set forth in the Rules of the Association from time to time, and be sent to the Association by Certified Mail, Return Requested. The Association may not use a non-judicial foreclosure to enforce a lien if the Unit Owner mails the Association a written demand for judicial foreclosure by U.S. Mail, Certified with a Return Receipt Requested, to the address stated in the Association Notice and within fifteen (15) days after the date of the postmark of the envelope of the Association's notice.*

U.C.A. § 57-8-46

The Association may abandon a judicial foreclosure, non-judicial foreclosure or Sheriff's sale and initiate a separate action or another judicial foreclosure, non-judicial foreclosure or Sheriff's sale if the initial judicial foreclosure, non-judicial foreclosure or Sheriff's sale is not complete.

U.C.A. § 57-8-48

24. Termination of a Delinquent Unit Owner's Rights.

The Management Committee may terminate a delinquent Unit Owner's rights (i) to receive a utility service for which the Unit Owner pays as a common expense; or (ii) of access to and use of recreational facilities provided that the delinquent Unit Owner is provided with notice and the opportunity for a hearing.

U.C.A. § 57-8-52

25. Tenant to Pay Rent to Association if Unit Owner Fails to Pay Assessment.

- (1) The Management Committee may require a tenant under a lease with a Unit Owner to pay the Association all future lease payments due to the Unit Owner (i) if the Unit Owner fails to pay an assessment for a period of more than sixty (60) days after the assessment is due and payable; (ii) beginning with the next monthly or periodic payment due from the tenant; and (iii) until the Association is paid the amount owing.
- (2) Before requiring a tenant to pay lease payments to the Association, the Management Committee shall give the Unit Owner notice which states (i) the amount of the assessment due including any interest, late fee, collection costs and attorney's fees; (ii) that any costs of collection including attorney's fees and other assessments that become due may be added to the total amount due and shall be paid through the collection of lease payments; and (iii) 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 fifteen (15) days. The notice hereunder shall be deemed sufficient if mailed to the Unit Owner by regular mail, or hand delivery.
- (3) If the Unit Owner fails to pay the amount owing within fifteen (15) days after the Management Committee gives the Unit Owner notice, the Management Committee may exercise the rights of the Association by delivering a written notice to the tenant stating that (i) due to the Unit Owner's failure to pay an assessment within the required time, the Management Committee has notified the Unit Owner of the Management Committee's intent to collect all these payments until the amount owing is paid; (ii) 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 (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Unit Owner. The Management Committee shall mail a copy of the notice to the Unit Owner.

- (4) A tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Unit Owner (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant; and (ii) until the Association notifies the tenant that the amount owing is paid.
- (5) A Unit Owner shall (i) credit each payment that the tenant makes to the Association under this section against any obligation that the tenant owes to the Unit Owner; and (ii) may not initiate a suit or other action against the tenant for failure to make a lease payment that the tenant pays to the Association as required under this section.
- (6) Within five (5) business days after the amount owing is paid, the Management Committee shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The Management Committee shall mail a copy of the notification to the Unit Owner.
- (7) The Association shall deposit money paid to the Association under this section in a separate account and disburse that money to the Association until (i) the amount owing is paid; and (ii) any costs of administration, not to exceed twenty-five dollars (\$25.00) is paid. The Association shall, within five (5) business days after the amount owing is paid, pay to the Unit Owner any remaining balance.

This Supplemental Declaration incorporates herein by reference, to the extent not inconsistent, the terms and conditions of the Declaration, and all terms thereof shall be binding upon Chateau Park Condominiums.

This Supplemental Declaration, and every provision hereof, shall take effect upon recording.

The undersigned, as Chair and Secretary of the Management Committee respectively, attest that this Supplemental Declaration was approved by not less than two-thirds (2/3) of the Unit Owners and that their signatures, either individually or by proxy, are affixed hereto as **Exhibit "A"**. The undersigned, as Chair and Secretary of the Management Committee respectively, do further attest that this instrument is signed in behalf of Chateau Park by authority of a Resolution of its Management Committee.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration the 13 day of Feb, 2013.

CHATEAU PARK CONDOMINIUMS

By: Christine Olsen  
Chair, Management Committee  
Christine Olsen  
(Print name)

By: David Radford  
Secretary, Management Committee  
David Radford  
(Print name)

STATE OF UTAH )  
: ss.  
COUNTY OF WEBER )

On this 13 day of Feb, 2013, personally appeared before me Christine Olsen and David Radford, known to me to be the Chair and Secretary of the Management Committee of Chateau Park Condominiums, who being by me duly sworn, did say that the instrument was signed in behalf of Chateau Park Condominiums by authority of a Resolution of its Management Committee and the vote of a two-thirds (2/3) majority of the Unit Owners, and said Chair and Secretary are known to me to be the persons who executed the within instrument on behalf of said entity.

Angela L Hill  
NOTARY PUBLIC



Exhibit A

EN 2620233 PG 8 OF 8

All of Chateau Park Condominium

09-115-0001 thru 0033 ✓