



CCNR Updates/Changes as of September 2012

In accordance with the Kay Condo CCNR's, Article III, sections 3.01 and 3.02, we, the Home Owners' Association, are invoking our rights to amend the CCNR's in order to manage the Association more effectively and efficiently. Also, we are clarifying and extending some points of the CCNR's.

Amendment to 2.01a and 4.04: An owner's voting rights are suspended at the end of one month (30 days) if said owner has not paid his or her association dues, fines, or fees.

In amendment to Article V, 5.02: Exterior Maintenance—The HOA is responsible for all items listed with the exception of glass surfaces. This exception extends to skylights on the roves of each unit that has skylights. Although the skylights are not technically "glass", the HOA is not responsible for the maintenance, repair and/or upkeep of said structures. And by extension, in Article V, section 5.03, it is the owner's responsibility to maintain, repair, and keep up his or her skylights.

Also, in accordance with Article V, section 5.03 and Article VI, section 6.01, the Home Owners' Association hereby instates these fines and penalties for owners (and their contracted tenants) for failing to maintain private areas, limited common areas, and common areas of the Kay Condo housing development.

Fines and Penalties:

Noise, trash, clutter, dog mess

Process:

-Written warning first, \$25 second, \$50 third and subsequent:

Fines:

Fines will be enforced in shared, public areas or Common Areas (not including limited common areas) the following items being left unattended or out for longer than 24 hours: litter, unsightly clutter (including but not limited to motor oil or other car debris, children's toys, household items, tires, tile,) improperly stored bicycles, skateboards, roller blades, scooters, balls, broken items (pots), pet mess, garden items, etc. Noise infractions will also incur a fine. Noise includes anything bothersome that lasts longer than 15 minutes in duration and can be heard either inside an adjoining unit or outside. "Noise" is defined as, but is not limited to, music, shouting, excessively loud conversation, television or movies, hammering, playing of musical instruments, bass from car a stereo, barking dogs, etc., especially if the noise occurs beyond city

noise ordinance curfews—before 7 a.m. or after 10:30 p.m.). See Orem City Ordinance No. O-07-0053 for further details.

The Fine process is as follows:

1st notification in writing to the owner (and renter if applicable) once the 24 hour period of the infraction has elapsed will result in a warning. The individuals responsible have 24 hours to address and resolve the problem. A time and date stamp will be included in the notification to protect all parties.

2nd notification results in a \$25 fine if the problem is not resolved in the first 24 hours of the written notification. The individuals responsible will have 24 hours to resolve the problem and will have to pay the \$25 fine by the next due date of the HOA dues.

3rd and subsequent fine notifications will result in an additional \$50 fine per notification. If all fines are not paid by the date the HOA dues are collected, a 10% late fee will be assessed on the total balance.

If the unit is sold with a balance remaining, the new owners are responsible to cover the debt in full.

HOA Dues Late Fees:

If one month has elapsed and the HOA dues are not paid in full, a 10% late fee will be assessed on the total unpaid balance. For example, if an owner fails to pay his or her January HOA dues (due no later than January 31st, then a 10% late fee will be assessed, resulting in an \$8 fee, and the outstanding balance will be \$88. If the owner subsequently fails to pay his or her February dues, then the outstanding balance due in March will be \$264.80.

Example of Dues:

January 1st: \$80

Late Fee if not paid by January 31st: \$8

Total Balance: \$88

February 1st: \$168 (\$88 previous balance plus \$80)

Late fee if not paid by February 28th: \$16.80

Total Balance: \$184.80

March 1st: \$264.80 (\$184.80 previous balance plus \$80)

In accordance with Article VI, sections 6.09 and 6.10: If three months elapse without HOE dues being paid, a lien will be placed on the unit. If there are renters in the unit, their rent will be garnished and collected to cover the debt. If the unit is sold with a remaining balance, the new owners are responsible to cover the debt. See below for further details.

Liability for Assessments. The owners of a unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantor the amounts paid by the grantee therefore. A purchaser of a unit shall be liable for all unpaid assessments on that unit but without prejudice to the rights of the purchaser to recover from the grantor the amounts paid by the purchaser therefore. Such liability may not be avoided by a waiver of the use or enjoyment of any common areas or facilities or by the abandonment of the unit for which the assessments are made. A purchaser of a unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquired title.

Lien for Assessments. The unpaid portion of any assessment which is due shall be secured by a lien upon the unit and all appurtenances thereto and shall be enforced in the manner provided for the foreclosure of liens by the laws of the State of Utah. Such lien shall have priority over all other liens except liens for general taxes and first mortgages or trust deeds of record. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied. As permitted by the laws of the State of Utah the Association may recover unpaid assessments directly from the tenant of the unit which has unpaid assessments. The Association shall give the owner of the unit fifteen days notice of their intent to seek payment of unpaid assessments from the tenant.

In amendment to Article 11, section 11.06, there will be only one uncaged pet per unit in the entire housing development. Furthermore, no outdoor, uncaged pets are allowed on the west side of the Kay Condo Housing Development. There are no grassy or appropriately shaded areas for such outdoor animals, and pets are not acceptable in the limited common areas or common areas on the west side of the development. This includes units 1159, 1161, 1163, and 1165.

Ashley Waters

Description of Attached Document

Title or Type of Document: CCNR UPDATES/CHANGES

Document Date: _____ Number of Pages 3

In the County of Utah, State of Utah, on this 24th day of August, 2012,
personally appeared before me Ashley Watts, and under oath or
affirmation on penalty of perjury stated that he/she signed the preceding document.



Melissa Shoell
Notary Signature and Seal

In the County of _____, State of _____, on this ____ day of _____, 20____,
personally appeared before me _____, and under oath or
affirmation on penalty of perjury stated that he/she signed the preceding document.

Notary Signature and Seal

In the County of _____, State of _____, on this ____ day of _____, 20____,
personally appeared before me _____, and under oath or
affirmation on penalty of perjury stated that he/she signed the preceding document.

Notary Signature and Seal

In the County of _____, State of _____, on this ____ day of _____, 20____,
personally appeared before me _____, and under oath or
affirmation on penalty of perjury stated that he/she signed the preceding document.

Notary Signature and Seal

44:054:001 Lot 1 Kay planned unit development

44:054:002 Lot 2 Kay planned unit development

44:054:003 Lot 3 Kay planned unit development

44:054:004 Lot 4 Kay planned unit development

44:054:005 Lot 5 Kay planned unit development

44:054:006 Lot 6 Kay planned unit development

44:054:007 Lot 7 Kay planned unit development

44:054:008 Lot 8 Kay planned unit development