

Amendments  
to Mountain View Condo Association  
CCRs

6.4 Condo fee's There shall be established a monthly Common Assessment for the payment of which each Owner (including Declarant) shall be personally liable in the same percentage as his percentage Ownership in the Common Areas. Each Owner shall pay his percentage share in even monthly installments on the first day of each month during the fiscal year. The first monthly installment, or pro rata portion thereof, of such annual condo fee shall be due and payable by an Owner upon delivery of his deed to a Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the condo fee may be increased each year not more than 15% above the set fee for the previous year without a vote of the membership.

(b) After two months of non-payment, a \$25.00 fee will be levied against owner, cable services will be discontinued until payment is received. If association has to take owner to court, all court fees will be paid by owner, in addition a \$50.00 compensation fee will be paid by owner to association court representative.

6.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to other interests as provided pursuant to Utah Code Ann. 57-8-20 (Supp. 1983). Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

6.11 Agreement to Pay Assessments and Condo Fee's. The Declarant, for each Unit owned by it within the Project, hereby covenants, and each owner of any Unit by acceptance of a deed therefore, whether or not it be so expressed in the deed, or by entering into a purchase contract, covenants and agrees to pay annual assessments for the maintenance and improvement of the common areas and promotion of the recreation, health, safety and welfare of the residents, and special assessments for capital improvements and other matters.

10.6 Offensive Conduct, Nuisances. No obnoxious or offensive activities, including but not limited to repair of automobiles or other motorized vehicles (other than emergency repairs), shall be carried on within the Development. Nothing shall be done within the Development that may be or may become an annoyance or nuisances to the residence of the Development, or that in any way interferes with the quiet enjoyment of the occupants of the Units. Unless otherwise permitted by the Association, no Owner shall (1) use power tools or maintain a hobby shop and/or (2) serve food or beverages, cook, barbecue, or engage in similar activities, except within such Unit or Common Area appurtenant to such unit. No Owner shall store any dangerous explosive or inflammable materials either in his Unit or upon the Common Areas, or permit anything to be done or keep or permit to be kept in his Unit or on the Common Areas anything that will increase the rate of insurance, or increase the possibility of danger or injury to any persons or to

ENT 54016 BK 4652 P6 834  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 May 29 3:20 pm FEE 47.00 BY SS  
RECORDED FOR MOUNTAIN VIEW CONDO HOMEOWN

the Development.

- b. **Noise.** Noises, which because of their intensity, decibel level, vulgarity, constancy, proximity to residences, or disturbance to human life are prohibited. In this category, however not exclusively, are those noises which are caused for the sake of making noise without regard to the comfort, sleep, or general health and welfare of other persons. Any owner, or guest, found by the Presidency in violation of this section after one warning may be fined fifty dollars. For each consecutive violation, no warning is required. After two violations the fine increases ten dollars for each instance. Provo City decibel level guidelines are not required to demonstrate violations.
- c. **Odors.** Any owner may after one warning by the Presidency may be fined twenty dollars for any persistent, obnoxious, unreasonable, or foul odor emanating into any adjoining unit. The odor must be abated immediately. For each consecutive violation no warnings need be given and the fine will increase by ten dollars for each instance.
- d. **Parking.** All Condominium Association members, renters, and guests must park their vehicles in designated spaces. Any vehicle blocking access to garbage disposal may be towed at owner's expense, fined twenty dollars, and may be required to pay for the waste service to come back to pick up the garbage. Additionally, any vehicle blocking the flow of traffic or postal access after one warning may be fined fifty dollars. Any vehicles parked in the vacant lot (on 500 West owned by Carl Jacobson) will be responsible and may be fined for any damages to the concrete that occur as a result of driving from the pavement into the lot.

**10.7 Restricted Use of Recreational Vehicles.** No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on or within the development. However, trailers or temporary structures for use incidental to the initial construction of the Development or any subsequent construction thereto, or the initial sale of Units may be maintained within the Development, but shall be promptly removed on completion of all initial construction and all initial sales.

**10.8 Use of Common Areas.** The Commons Areas shall not be used for storage of supplies or personal property. Stairs, entrances, sidewalks, yards, driveways, or parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either in his Unit or upon the Common Areas which spoils the appearance of the Project. A violation will be considered as litter, and a fine of twenty-five dollars per incident will be levied against the owner.

Children under the age of eighteen must have parental/adult supervision in all common areas at all times. Any owner found in violation (or whose renters are found in violation) will be fined ten dollars for every 30 minutes that children are seen unsupervised, after one warning from the Presidency. No warning is required after one fine is levied.

**10.9 Animals.** No reptiles, rodents, livestock or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas. Dogs, Cats, and Birds may be kept only if: (1) they are not kept or bred for commercial purposes and (2) their maintenance is approved by the Management Committee (Presidency). In order to be approved, all neighbors within the immediate vicinity must be notified and approve of the animal. Additionally, complaints from any neighbor in the association concerning the animal must be resolved prior to approval. The Presidency has fourteen days to notice the owner concerning whether or not the animal is approved. In the instance an animal is not approved, the owner must get rid of the animal within seven days or make an attempt within two days to remedy the problem and then reapply for approval. An owner may apply for approval two times. If approval is rejected twice the animal must be removed. The Presidency has seven days to notify the owner concerning the second application. Any owner who refuses to remove the animal after rejection by the Presidency will be fined 150 dollars per month until the animal is gone.

All Condominium owners/renters will be responsible for cleaning up any animal waste in the common areas. Those pet owners who do not remove the waste will be fined 5 dollars per incident without warning. After two warnings from the Presidency, any animal owner may be fined 20 dollars for any dog which barks intermittently for one half hour, or continually for ten minutes. Once an owner has been warned and fined he/she may be fined without a warning for the next violations. House cats that strictly stay indoors unless supervised by their owners may be allowed into the association by approval of the Presidency and are subject to all fines and rules as stated above. **There will be no new dogs or birds allowed in the association after October 1, 1996.**

**10.10 Trash Disposal.** Trash, garbage or other waste shall be kept only in sanitary containers or receptacles, which containers or receptacles, unless otherwise directed by Provo City, shall be placed at the discretion of the Association. No owner of a Unit or tenant thereof shall permit or cause any trash or refuse to be kept on any portion of the Development other than in the receptacles customarily used for it, which shall be located only in places specifically designed for such purpose or within the Owner's Unit (except on the scheduled day for trash pick-up.)

**10.15 Parking Restrictions, Use of Parking Area.** No automobile, boat, trailer or recreational vehicle, camper, truck or commercial vehicle shall be parked or left on any street or any part of the Development other than in any parking area designated by the Association for the parking and storage of such vehicles, including exclusive use areas. However, parking by commercial vehicles for the purpose of making deliveries, shall be permitted in accordance with Association rules. Except with the written consent of the Association, no Owner shall park anywhere in the Development more motor vehicles than there are parking spaces or garage spaces owned by or assigned to such Owner. If owner defaults or is delinquent two or more months in paying condo fees or assessments, reserved parking privileges may be revoked or suspended.

**10.17 Restriction on Ability of Owner to Rent Unit.** In order to receive and keep FHA and VA approval, the condo association must be 75% owner occupied, therefore only 8 total units are available to be occupied by renters at any one time. All other units must be owner occupied. In order to rent an owned unit, you must receive prior approval of condo presidency. Any owner who rents their unit without presidency approval in violation of the maximum 8 rental unit rule will be required to pay a fee of \$500.00 per month until unit is vacant or owner occupied.

10.19 Smoking Smoking is prohibited in all condo units, and according to Utah law, within 15 feet of any entrance. Cigarette butts are considered litter and will be fined as follows: The first violation will result in a \$25.00 fine, and will increase \$15.00 for each additional violation. No warnings are required. See also 10.6-c

11.5 Lien for Assessments and Condo Fees All sums assessed to any Unit, together with interest thereon, shall be secured by a lien on the Unit in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Unit, except for valid tax and special assessment liens on the Unit in favor of governmental assessing authorities and a lien for all sums unpaid on a first mortgage or any recorded mortgage to the Declarant. The Management Committee may record a written notice of lien, and if necessary, enforce the lien by judicial foreclosure, with the owner being required to pay all costs and expenses of such proceedings, including court costs and reasonable attorney's fees.

12.8 Priority of Lien. Any assessment lien must be subordinate to any Department of Veterans Affairs guaranteed mortgage except as provided in the regulations for the Department of Veterans Affairs. A lien for common expense charges and assessments shall not be affected by any sale or transfer of a unit except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit so sold or transferred from the lien of, any common expense charges thereafter becoming due.

IN WITNESS WHEREOF,



Dated May 29, 1998

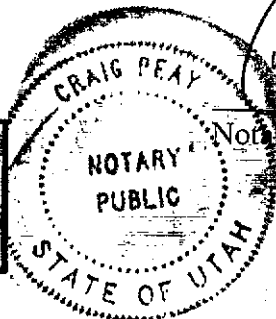
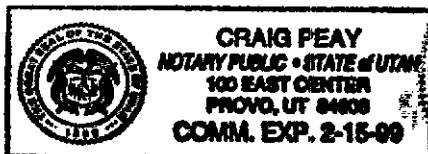
As an Agent of Mountain View Condominiums  
State of Utah)

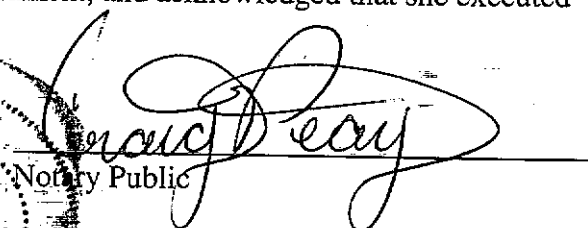
§

County of Utah)

On this 29 day of May, in the year of 1998, before me Craig Peay, the undersigned Notary Public, personally appeared Amy Dawn Taylor, and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.

Witness my hand and official seal.



  
Notary Public