



After Recoding Return To:  
Richards, Kimble & Winn, PC  
2040 E. Murray Holladay Rd., Suite 106  
SLC, UT 84117

ENT 74525:2013 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 Aug 05 4:43 pm FEE 103.00 BY SS  
RECORDED FOR HAYMAKER RETREAT HOA

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM  
(including Bylaws therein)**

**These Amendments to the Declaration of Condominium (“Declaration”) that established a community as Haymaker Retreat Condominiums is executed on the date set forth below by the Haymaker Retreat Condominium Owners Association (“Association”) having received the necessary approvals of the homeowners and mortgagees.**

RECITALS

- A. Certain real property in Utah County, Utah, known as the Haymaker Retreat Condominiums was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration recorded December 30, 2004, as Entry No. 145867:2004, records of Utah County, Utah (said Declaration includes the Bylaws);
- B. These amendments shall be binding against the property described in **EXHIBIT A** attached hereto and the Declaration, Bylaws and any annexation or supplement thereto;
- C. These amendments are intended to help protect property values, quality of life and address issues intended to fulfill the expectations of the owners. This amendment is also intended to prohibit smoking on the property of the Association as smoking is considered a nuisance under Utah law and pursuant to the Declaration.
- D. These amendments are intended to clarify the rights of mortgagees, better deal with parking problems, trash issues, window coverings, exterior maintenance, assessments and collections;
- E. Under Section 13.03 of the Declaration, and Section 13 of the Bylaws, owners representing more than sixty percent (60%) of the voting interests have approved this Amendment;

**NOW, THEREFORE**, the Association, by and through its Board of Directors, hereby amends the Declaration and Bylaws as follows:

**It is proposed that the definition of “Mortgagee” contained in Article I, be amended in its entirety to read as follows:**

**Mortgagee.** Mortgagee shall mean a holder, insurer or guarantor of a first mortgage on a Unit or the beneficiary, insurer or guarantor of a first deed of trust on a Unit, which has

made a written request for notice in accordance with this Declaration. Mortgagee may also be referred to as "Eligible Mortgagee."

**Article VI, Section 6.05(e) of the Declaration is hereby amended in its entirety to read follows:**

(c) Vehicles shall not be repaired, disassembled, or reassembled on the Common Areas, garage aprons, public streets, or designated guest parking in the community. Residents that are moving into or out of a unit may park a single moving truck in driveways for up to three days. However, trucks must be easily movable and respect the needs of and be in cooperation with adjacent neighbors. Sharing the driveways is required and must be given. Service vehicles may also park in shared driveways, with the same provisions.

**Article VI, Section 6.05(g) of the Declaration is hereby amended in it entirety to read follows:**

(g) Trash/Recycle receptacles shall only be put on the curb the night before trash collection day and shall be removed from the curb on trash collection day. Trash receptacle shall be stored off curb in a location approved by the Board of Directors.

**Article VI, Section 6.05(h) of the Declaration is hereby amended in it entirety to read follows:**

(h) Unit interior windows shall be covered within 30 days of occupancy with permanent window coverings. Basement and Garage windows are not required to be covered. If the homeowner desires to cover the garage window, colors of coverings must be similar and coordinate with the other window covering colors used in the building.

**Article VI, Section 6.05(k) of the Declaration is here by amended to add the following provisions:**

(k) Smoking is not permitted on or in any of the common areas within the Property. Smoking within a Unit is permitted for so long as there is no second-hand smoke that transfers or drifts into another unit which results in complaints from an adjacent owner(s) and which qualifies as nuisance under this Declaration and Utah law. In the event of any such complaints received by the Committee, and the second-hand smoke cannot be abated by the Owner, then smoking within said Unit is prohibited and subject to fines and all other legal remedies under this Declaration and Utah law.

**Article X, Section 10.06 of the Declaration is hereby amended in it entirety to read follows:**

10.06 Exterior Maintenance. In connection with its duty to maintain the Common Areas, the Association will provide maintenance upon the exterior and interior of the clubhouse. Only the exterior of the other buildings will be maintained by the

Association. Exterior maintenance is defined as paint, repair, replace or otherwise care for, as needed, roofs, rain gutters and downspouts, exterior surfaces, trees, shrubs, grass, walkways, driveways, parking areas, and other Common Areas. Exterior glass on buildings, other than the clubhouse, is not maintained by the Association. Costs for such maintenance obligations of the Owners, if incurred by the Association after due notice after an Owners failure to maintain the same, will be considered a Common Expense and collectable as such.

**Article XII, Section 12.08 of the Declaration is hereby amended in its entirety to read follows:**

12.08 Special Assessments. Special Assessments will remain as written in the original CC&R declaration. An addition to the section will add language that limits the expenditure of Association funds to 20% of the annual budget on any one item from funds derived from a Special Assessment. Any amount exceeding 20% of the annual budget must first be approved by the collective vote 51% of the homeowners based on their voting interests.

**Article XII, Section 12.10 be left in its original form in the original declaration and not be amended.**

**Article XII, Section 12.13 of the Declaration shall be amended in its entirety to read as follows:**

12.13 Effect of Nonpayment; Remedies. Any Assessment (whether Annual, Special or Specific) not received within 10 days of the date on which it, or any installment thereof, becomes due shall be subject to a late charge, as determined by the Board by resolution, which, together with interest and costs of collection, shall be, constitute, and remain a continuing lien on the affected Unit. If an Owner fails to pay Assessments when due, the past due balance, including late fees, interest and costs of collection, shall bear interest at the rate of two percent (2%) per month; and the Board, on behalf of the Association, may bring an action against the Owner who is personally liable therefore, or may prepare and record in the public records its lien against the Owner's Unit and thereafter foreclose the same pursuant to the provision of the Utah Code, 1953, as amended, applicable to the exercise of powers of sale in deeds of trust, or by foreclosure as a mortgage, or in any other manner permitted by law. Any Owner who fails to pay Assessments or penalties when due shall be responsible for all collection costs, including attorney's fees, whether or not judgment is obtained or foreclosure pursued.

12.13.1 Suspension of Voting Rights. Homeowner voting rights will not be suspended if the payment of penalties and fees are not paid yet the homeowner has complied with established penalty and fee dispute procedures and state law covering disputes and the dispute procedure is still pending at the time a matter come before the members for a vote.

In the event that a matter has been determined, pursuant to the Association's dispute procedures, to be a violation and there is a failure to pay or otherwise correct the violation, voting rights shall be suspended until such time the owner has cured the violation and paid any applicable fines.

In addition, during any period of assessment delinquency, Owners voting rights shall be suspended. Consequently, for any matters in which voting rights have been suspended, those Owners who are delinquent shall not be counted in the denominator when determining the total number of votes eligible to be cast regarding a specific matter.

Failure of the Board to promptly enforce any remedy granted pursuant to the Declaration shall not be deemed a waiver of rights. In addition to any other remedy, the Association may also terminate the access to common areas or utility service after following the procedures set forth in the Condominium Ownership Act, as amended from time to time.

IN WITNESS WHEREOF, HAYMAKER RETREAT CONDOMINIUM OWNERS ASSOCIATION, by and through its Board of Directors, has executed this Amendment to the Declaration as of the 17 day of July, 2013, Pursuant to Utah Code Ann. 57-8-39 and Section 13 of the Bylaws.

**HAYMAKER RETREAT CONDOMINIUM OWNERS ASSOCIATION**

Nancy J. Olpin  
President

W. Dennis Wright  
Secretary

STATE OF UTAH )  
                  Utah :SS  
County of Salt Lake )

ON the 17<sup>th</sup> day of July, 2013, personally appeared W. Dennis Wright and Nancy J. Olpin who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors; and each of them acknowledged said instrument to be their voluntary act and deed.



Lori S. Santor  
Notary Public for Utah