



After Recording Return To:

RICHARDS LAW, PC  
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Salt Lake City, UT 84124  
801-274-6800

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM  
FOR THE  
COURTYARDS AT QUARRY VILLAGE**

A. Certain real property in Summit County, Utah, known as The Courtyards at Quarry Village Owners Association, Inc. (the "Association") is subjected to certain covenants, conditions and restrictions pursuant to a Declaration of Condominium for The Courtyards at Quarry Village recorded July 28, 2006, as Entry No. 00785176 in the Recorder's Office for Summit County, Utah (the "Declaration").

B. This amendment shall be binding against the property subjected to the Declaration and any annexation or supplement thereto, described in Exhibit A.

C. This amendment shall replace in its entirety, the Second Amendment to the Declaration of Condominium for the Courtyards at Quarry Village recorded October 22, 2014, as Entry No. 01005382 in the Recorder's Office for Summit County, Utah ("Second Amendment").

D. The Association desires to clarify, re-adopt portions of, and replace the provisions provided in the Second Amendment by a vote of the Owners.

E. Through this amendment, the Association desires to: (1) establish a process and due dates for the payment of Common Assessments; (2) establish a reinvestment fee; (3) clarify maintenance responsibilities of the Association and Owners; and (4) clarify/re-assign the maintenance of heat tape and de-icing cables to the Association.

F. Pursuant to Article 20, Section 20.1 of the Declaration, the undersigned hereby certifies that all of the requirements to amend the Declaration have been satisfied and that at least sixty-seven percent (67%) of the Total Votes of the Association have voted to approve this amendment.

**NOW, THEREFORE**, the Association hereby amends the Declaration as follows:

**ARTICLE 21, SECTION 21.1.4** is hereby deleted in its entirety and replaced with the following:

~~21.1.4~~ All Common Assessments shall be due as determined pursuant to the Bylaws. Payment for Common Assessments are due and owing on the first (1<sup>st</sup>) day of the

month and shall be considered late if not paid before the sixteenth (16<sup>th</sup>) of the month. Common Assessments and any installments thereof not paid on or before the sixteenth of the month shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments when due shall be subject to a reasonable late fee, established by the Management from time to time, but in no circumstances less than twenty-five dollars (\$25.00). Any changes to the interest and late fees shall be memorialized in the Association's minutes.

All payments of Common Assessments shall be first applied to accrued interest and late fees and interest, cost and collection, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expenses is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installments thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.

**ARTICLE 21, SECTION 21.1.6** is hereby deleted in its entirety and replaced with the following:

21.1.6 Upon the transfer of title to each Unit, a reinvestment fee, in an amount established by the Management Committee which may change from time to time as permitted by Utah Law, shall be charged and payable to the Association upon closing. The reinvestment fee shall be considered late if not paid on the date of closing and shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. A separate Notice of Reinvestment Fee will be recorded providing additional notice. The parties to the transaction are responsible to negotiate who pays this fee and it what proportions.

**ARTICLE 14, SECTION 14.1** is hereby deleted in its entirety and replaced with the following:

14.1 The maintenance, replacement and repair of the Common Areas and Facilities (including snow removal) shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. Such maintenance responsibilities of the Association shall include, without limitation, maintenance, replacement and repair of the exterior of the Buildings (including painting), roofs (including roof de-icing/heat cables), driveways, walkways, and all landscaping at the Project.

**ARTICLE 14, SECTION 14.4** is hereby deleted in its entirety and replace with the following:

14.4 Notwithstanding anything to the contrary in this Declaration, an Owner, at their sole cost and expense, shall have the obligation to maintain and keep in repair all

appurtenant Limited Common Areas and Facilities, including, without limitation, decks and balconies.

IN WITNESS WHEREOF, The Courtyards at Quarry Village Owners Association, Inc. has executed this Amendment to the Declaration as of the 26<sup>th</sup> day of December, 2017.

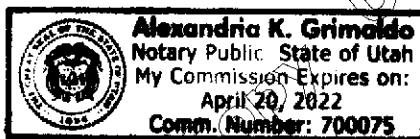
**THE COURTYARDS AT QUARRY VILLAGE OWNERS ASSOCIATION, INC.**  
a Utah nonprofit corporation

Sign: [Signature]  
Print Name: Ben Jensen  
Title: President

State of Utah )  
County of Davis ) :ss

Subscribed and sworn to before me on the 26 day of November, 2019, by Ben Jensen

[Signature]  
Notary Public



**EXHIBIT A**

**Legal Description**

All Units, **THE COURTYARDS AT QUARRY VILLAGE CONDOMINIUMS**, according to the official plat thereof as recorded in the office of the Summit County Recorder.

Parcel Numbers: CQVC-1 through CQVC-52

