

AMENDMENTS
TO THE
ENABLING DECLARATION
OF
CHERRYWOOD CONDOMINIUM
and to the By-laws attached thereto.

13/159.0001/70 0045
This amendment is made and executed on the date shown below by the Cherrywood
Condominium Management Committee.

WHEREAS, Cherrywood Condominiums was created by the "Enabling Declaration of
Cherrywood Condominiums" ("Declaration"), recorded April 16, 1979, in book 1297, beginning on
page 540, on the records of Weber County, Utah, and

WHEREAS, the required vote as provided in the Declaration has been obtained from the unit
owners at Cherrywood Condominiums;

NOW THEREFORE, the unit owners of Cherrywood Condominium hereby amend all prior
declarations and amended declarations recorded against the real property located in Weber County,
Utah; known as Cherrywood Condominium and more fully described on Exhibit "A" attached
hereto:

This amendment shall become effective upon recording and shall be controlling in the event
of a conflict between this amendment and any other provisions of the Declaration, By-laws and their
amendments.

NOW THEREFORE, the Declaration and Bylaws are hereby DECLARED AMENDED as
follows:

1. (a) **TENANTS SUBJECT TO CONDOMINIUM RULES:** All leases of units shall be in
writing and shall by reference incorporate the provisions of the declaration, bylaws,
and rules and regulations into the terms of the lease. The names and phone numbers
of the tenants shall be provided to the management committee so the tenants could be
contacted in the case of an emergency. All tenants and the leases they sign to lease a
unit at Cherrywood Condominiums shall be subject in all respects to the provisions of
the declarations, bylaws, and rules and regulations of Cherrywood Condominium.
Failure of a tenant to comply with the terms of condominium documents (declaration,
bylaws, rules and regulations) shall be a default under the lease or tenancy. The
management committee may maintain an action, separate and apart from the unit
owner, for eviction, injunction, and/or damages against a tenant who is in violation of
the declaration, the by-laws, the rules of the association, or who violates Ogden City
ordinances or Utah State laws that affect the peace, quiet, or comfortable enjoyment
of residents living at Cherrywood Condominium.

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(b) **EVICTION:** In the event of the failure of a tenant to abide by the terms of the condominium documents (and because the declaration, bylaws, and rules and regulations constitute an essential part of the terms in a lease between a unit owner and a tenant), and if the unit owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the management committee may institute eviction proceedings after providing notice to the unit owner and to the unit owner's tenant of a violation and the failure to cure, remedy or cease the conduct within 5 days after notice has been given. No additional notices shall be required for repeat violations after the first notice has been given.

(c) Unit owners shall lease their units for an initial term of not less than thirty (30) days.

2. (a) **NO BUSINESSES:** Inasmuch as Cherrywood Condominiums is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Cherrywood Condominiums except they meet all of the Federal, State and Municipal laws, ordinances and licensing requirements, as well as complying with the Cherrywood Homeowners Declaration, bylaws, rules and regulations.

(b) The following are some of the general requirements for home occupation licenses under the current Ogden City ordinances:

- i) Customers, patrons, guests, clients or individuals may come to residences for business activity on a very limited scale and no more than one person at a time;
- ii) No products may be sold or delivered from the residence;
- iii) Only services such as consulting, tax preparation, computer or Internet businesses may be provided at the residence as limited by Ogden City ordinance;
- iv) Any vehicles used in the business comply with the Condominium Association parking rules.
- v) No business activities may be conducted between the hours of 10:00 p.m. and 8:00 a.m.

3. **ATTORNEY'S FEES INCURRED AS THE RESULT OF ENFORCING RULES:** In any legal action brought by the management committee against any unit owner, tenant, lessee or lessor as a result of a violation of any provision of the declaration, bylaws, or the rules and regulations of Cherrywood Condominiums, or if the management committee retains legal counsel or incurs attorney's fees associated with or as a result of retaining legal counsel as a result of any such violation, then the management committee shall collect any and all attorney's fees from the unit owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney's fees in any action or judicial proceeding. A unit owner shall be jointly liable for attorney's fees, costs, or damages, in any action brought against a tenant renting or leasing a unit from a unit owner as a result of any violation by the unit owner's tenant. Attorney's fees and costs assessed shall constitute a lien against the unit owner's unit in the same manner as common expenses constitute liens against units and may be recorded as such. At least three members of the management committee shall give approval before there is any action taken under this paragraph.

4. Exhibit "B" to the "Enabling Declaration of Cherrywood Condominiums", recorded April 16, 1979 in book 1297, page 540, on the records of Weber County, Utah, is hereby amended insofar as it makes reference to the percentage ownership of unit owners in the common area, and Article III, paragraph 5 of the Declaration, "Computation of Percentage Interests", shall be deleted in its entirety and replaced by the following paragraph:

EQUAL ASSESSMENTS AND VOTING: An equal undivided interest in the common areas and facilities is allocated to each unit. The undivided interest in the common area and facilities appurtenant to each unit shall be for all purposes, including voting and the assessment of common expenses. Each of the 44 units at Cherrywood shall thus possess an equal 2.28% interest in the common area and facilities.

5. **COPYING COSTS:** Upon receiving a written request and upon the payment of a fee in compliance with U.C.A. 57-8-20(3) for each such request or separate document requested, the management committee shall provide to any unit owner or any encumbrancer or prospective encumbrancer of a unit, a written statement setting forth the unpaid common expenses with respect to a unit. Upon the payment of a fee as determined by the management committee, it shall provide a copy to unit owners of condominium records, such as: the rules and regulations, the enabling declaration and bylaws and their amendments, non-privileged communication with legal counsel, and lien documents. This paragraph shall not apply to periodically supplied financial and newsletter information. The management committee shall provide to each unit owner one initial copy of the complete set of rules and regulations.

6. Article III, paragraph 1 (l) ["small "L"] in Exhibit "B" to the "Enabling Declaration of Cherrywood Condominiums", is hereby amended insofar as it requires an annual outside audit, and replaced by the following language:

REVIEW OF FINANCIAL RECORDS: It is not required that the books and records of the association be audited annually by an outside auditor. An outside audit may be obtained as it is determined to be needed in the judgement of the management committee. As an alternative to an annual audit a financial review by unit owners other than members of the management committee shall be conducted. These owners shall be selected by the management committee who will then volunteer their services for purposes of the financial review. The management committee shall produce annually the following information based on the review of the volunteers: a one page report indicating the balance of all bank or financial accounts opened or owned in behalf of Cherrywood Condominiums, the balance of all credits and debits (income and expenses) for the preceding year, and an itemization of any discrepancies that exist in the financial records explaining why accounts may not balance.

CERTIFICATION

It is hereby certified that at least 67% of the percentage interest of the unit owners in person or represented by proxy at a meeting of the Association at which a quorum was present voted in favor of these amendments.

IN WITNESS WHEREOF, the president of Cherrywood Condominiums Management Committee, affixes his signature hereto this 10 day of April, 2001.

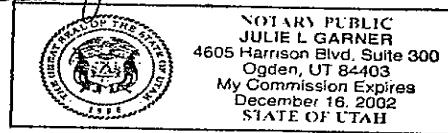
CHERRYWOOD CONDOMINIUMS

By Julie Garner
President

STATE OF UTAH)
:ss
COUNTY OF WEBER)

On the 10 day of April, 2001, personally appeared before me the president of Cherrywood Condominiums Management Committee, Edelman Fairhale, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Julie Garner
NOTARY PUBLIC



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