

7/6/a

***Amendment to Declaration and Bylaws of
Bountiful Manor Condominiums***

May 21, 2002

The Bountiful Manor Owners Association amends their Declaration Section 8.13 on p.12. This section will be replaced in its entirety with the following wording:

Section 8.13: The Management Committee may delegate to any manager or other agent or employee all of its routine and/or non-discretionary duties and responsibilities referred to above, but specifically excepting: the final determination of common expenses, budgets, and assessments based thereon; the promulgation of house rules and administrative rules and regulations; the opening or closing of bank accounts; check signing authorization on any bank account; the power to purchase, hold, sell, convey, mortgage, or lease any units or other real property in the name of the Association or to bring, prosecute, and settle litigation. Furthermore, said agent or manager may not initiate any renovation or maintenance work, nor commit funds to a third party, nor enter into any contractual relationship without a quorum vote of the Management Committee. In all matters, said manager is answerable to the Management Committee as a whole. One committee member or officer may be appointed to provide communication liaison, but that member or officer may not make decisions for the Management Committee, commit funds, or sign any contracts unless a quorum vote of the Management Committee has first been obtained. The only exception will be in a pressing emergency where material damage to the property would ensue if prompt and decisive action were not taken; and even then, funds committed will represent a minimal or conservative amount and a quorum vote of the Management Committee shall be obtained as soon as is practicable for any proposed course of action.

Approval of the Association was obtained by written vote on May 21, 2002. The vote was 47 in favor and 0 opposed out of 48, 1 abstained, providing the necessary 2/3 vote of approval.

Units 101 to 116

201 to 216

301 to 316

d common area

E 1787412 B 3129 P 674
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 SEP 19 2:41 PM FEE 76.00 DEP MEC
REC'D FOR BOUNTIFUL MANOR CONDO ASSN

RETURNED
SEP 19 2002

03-153-0101 to 0116
0201 to 0216
0301 to 0317

The Bountiful Manor Owners Association amends their Declaration Section 15.3 on p.21. This section will be replaced in its entirety with the following wording:

Section 15.3: Any agreement for professional management of the Project, or any other contract providing for services by the Declarant, must provide for termination by either party without cause or payment of a termination fee on 30 days or less written notice and have a maximum contract term of one year (renewable). The only exceptions will be for specific services where the industry standard for term of contract exceeds one year or notice of termination specifies up to 60 days, such as for elevator maintenance, garbage removal, laundry services, etc. In those cases, industry standards may prevail.

Approval of the Association was obtained by written vote on May 21, 2002. The vote was 48 in favor and 0 opposed out of 48, providing the necessary 2/3 vote of approval.

The Bountiful Manor Owners Association amends their Declaration Section 17.11 on p. 26 of The Declaration of the Bountiful Manor Owners' Association, and will *replace* it in its entirety with the following wording:

- 17.11 No pets or animals shall be kept in the condominium except for (2) cats, (2) birds in a single cage and fish in a single aquarium not to exceed 100 gallons. Cats must be leashed, caged, or otherwise restrained at all times when outside the unit. Any unit owner shall be responsible to avoid excrement by any pet owned or housed by them in the common or limited common areas, and shall have duty to immediately pick up and properly dispose of any excrement and clean any urine stains from their pet in any common or limited common area, inside or outside the building. If the Association shall determine that any such pet shall become a nuisance to other unit owners, the pet shall be removed from the premises within ten days. Exceptions to this paragraph may only be made by unanimous approval of the Management Committee in writing. The Management Committee may exclude all pets, except for caged birds and fish, by majority vote at any time and upon thirty (30) days written notice; or all pets by unanimous consent upon such prior notice. The existing dogs prior to March 20, 2001, shall be subject to all of the current restrictions, rules, and regulations. The Board of Directors did vote unanimously to ban all new dogs on March 20, 2001 and so notified all owners in writing. Any dogs present on that date may not be replaced when the owner leaves or the dog dies.

Approval of the Association was obtained by written vote on May 21, 2002. The vote was 43 in favor and 5 opposed out of 48, providing the necessary 2/3 vote of approval.

The Bountiful Manor Owners Association amends their Bylaws Section 4 on p. 6 by adding the following new section, to follow immediately after Section 4.4:

Section 4.5: No Management Committee member or officer, including the president, shall have the power to make policy decisions, enter into contractual obligations or expend any Association funds (except in serious emergency as specified in the Declaration Section 8.13) without a majority quorum vote of the Management Committee or a unanimous vote where stipulated elsewhere in the Declaration or Bylaws. Supervisory powers of the president, or other officer, are limited to communicating with owners and outside agents, presiding at meetings, organizing the work of the Committee, and disseminating information to the Association as a whole. Approving capital improvements, formulating an annual budget and contracting for work to be performed are designated as the work of the Management Committee as a whole and not any single individual.

Approval of the Association was obtained by written vote on May 21, 2002. The vote was 48 in favor and 0 opposed out of 48, providing the necessary 2/3 vote of approval.

The Bountiful Manor Owners Association amends their Bylaws Section 5 on p. 9 by adding the following new section, to follow immediately after Section 5.15:

Section 5.16:

Each Owner and Resident is responsible for adhering to the Bountiful Manor Declaration and Bylaws. Pursuant to the Utah Condominium Act § 57-8-37 (2001), a breach of these restrictive covenants and rules is subject to enforcement pursuant to the declaration and may include the imposition of a fine. Each Owner is also accountable and responsible for the behavior of his or her residents, tenants and/or guests. Fines levied against residents, tenants, and guests are the responsibility of the Owner. The Management Committee shall react to each material violation in the following manner:

- a. Fines imposed are final unless appealed in writing to the Management Committee within thirty (30) days of written notification of the violation. If a request for a hearing is not submitted to the Management Committee within thirty (30) days, the right to a hearing is waived, and the fine imposed will stand. A request for a hearing to appeal should be sent in writing to the Manager or Secretary of the Association.
- b. Before assessing a fine under Subsection (a), the Management shall give notice to the homeowner of the violation and inform the owner that the fine will be imposed if the violation is not cured within the time provided in the declaration, bylaws, or rules, which shall be at least forty-eight (48) hours.
- c. A fine assessed under Subsection (a) shall:
 1. be made only for a violation of a restrictive covenant, rule or regulation;
 2. be in the amount specifically provided for the in the declaration, bylaws, or association rules for that specific type of violation, not to exceed \$500.00; and
 3. accrue interest and late fees as provided in the declaration, bylaws, or association rules.
- d. Cumulative fines for a continuing violation may not exceed \$500.00 per month.
- e. An Owner who is assessed a fine under Subsection (a) may request an informal hearing to protest or dispute the fine within thirty (30) days from the date of the fine is assessed. The hearing shall be conducted in accordance with the standards of due process adopted by the Management Committee. No finance charge, default interest, or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.
- f. An Owner may appeal a fine issued under Subsection (a) by initiating a civil action within one hundred and eighty (180) days after:
 1. A hearing has been held and a final decision has been rendered by the Management Committee under Subsection (c); or

2. The time to request an informal hearing under Subsection (c) has expired without Owner making such a request.
- g. A fine assessed under Subsection (a) which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under Section 27.3
- h. Fine Schedule, in Table below:

CC&R's Article *	VIOLATION	OFFENSE		
		FIRST	SECOND	THIRD
BL 5.9	Late Charge on any Arrears Amount	\$25 monthly		
BL 5.9	Interest on any Arrears Amount	18% annual	Rate	Pro-rated
D 17.22-23	Parking & Vehicular Restriction	\$50	\$100	\$200
D 17.20	Fire Hazard/Including Indoor Smoking	WARNING	\$100	\$200
D 17 Intro, 17.3, 17.7, 17.16, 17.18, 17.24-5; 21, 25, and any other relevant sections.	Residence and Use Restriction	WARNING	50	100
D 17.6	Signs	WARNING	50	100
D 17.11, Amendment	Pet Violation	WARNING	50	100
D 17.3, 17.8-10, 17.13	Mess, Litter, Rubbish Violation	WARNING	50	100
D 17.5	Antenna, Satellite Dish - Exceptions and Restrictions set by Board and FCC	WARNING	50	100
D 17.12	Nuisances/Excessive Noise	WARNING	50	100
D 17.2, 17.14	Occupancy Limits	WARNING	50	100
	Any Other Violation of Declaration, Bylaws, or Rules/Regulations	WARNING	50	100
	Structural Modification	500 + Restoration of Damages		

* BL = Bylaws

* D = Declaration

Approval of the Association was obtained by written vote on May 21, 2002. The vote was 48 in favor and 0 opposed out of 48, providing the necessary 2/3 vote of approval.

The Bountiful Manor Owners Association amends their Bylaws Section 8.2 on p. 11 of The Bylaws of the Bountiful Manor Owners' Association (Exhibit C of Declaration), and will *replace* it in its entirety with the following wording:

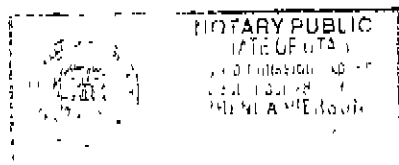
At the close of each fiscal year, the Management Committee shall contract with a Certified Public Accountant approved by the Association to provide, as a minimum, a compilation engagement of the books and records of the Association.

On January 31, 2002 the Association obtained a 2/3 vote of approval.

State of Utah)
 :
County of Davis)

On this 19th day of September, 2002, Scott K. Archibald, appeared before me, a Notary Public, who, being by me duly sworn, did say, that he is the President of Bountiful Manor Home Owners Association at the present time.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Brenda Pierson
NOTARY PUBLIC
Scott K. Archibald
BOUNTIFUL MANOR PRESIDENT

SPECIAL BOOKKEEPING POWER OF ATTORNEY

STATE OF UTAH)

ss.

COUNTY OF DAVIS)

KNOW ALL MEN BY THESE PRESENTS that the BOUNTIFUL MANOR HOMEOWNERS ASSOCIATION, of 290 North 500 West, #300, Bountiful, Utah 84010 (the "Association"), does hereby make, constitute and appoint their current Bookkeepers as its true and lawful attorney in fact, for it, and in its name, place, and stead, for the following specific purposes only:

1. To keep the books and records of the Association.
2. To prepare all financial statements.
3. To prepare all tax reports and filings for CPA.
4. To prepare and deliver or mail all billing statements to homeowners.
5. To prepare and maintain all account ledgers.
6. To collect all homeowner assessments.
7. To deposit all collections into the Association's bank account.
8. To do each and every other thing reasonable and necessary to accomplish the foregoing.

IN WITNESS WHEREOF, I have signed this power of attorney at Bountiful, Utah this 19th day of September, 2002.

BOUNTIFUL MANOR HOMEOWNERS ASSOCIATION

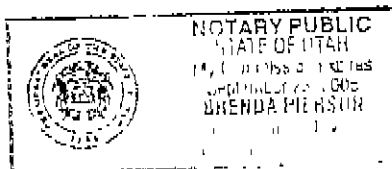
By: Scott K. Archibald

Name: Scott Archibald

Title: Association President

SUBSCRIBED and sworn to before me this 19th day of September, 2002.Brenda Pierson

NOTARY PUBLIC

Residing at: Bountiful, utMy Commission Expires: 9/28/05

Bountiful Manor Owners Association

290 N 500 W
Bountiful, UT 84010

BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 89 DEGREES 43'56" WEST 25.00 FEET FROM THE SOUTHWEST CORNER OF BOUNTIFUL GARDENS APARTMENT HOMES PLAT, AND SAID POINT OF BEGINNING ALSO BEING SOUTH 0 DEGREES 08'40" EAST ALONG THE SECTION LINE 287.77 FEET AND SOUTH 89 DEGREES 43'56" EAST 265.35 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89 DEGREES 43'56" WEST 359.74 FEET TO THE EAST RIGHT OF WAY LINE OF 500 WEST STREET (U.S. HIGHWAY 91); THENCE NORTH 0 DEGREES 11'26" WEST ALONG SAID EAST LINE 242.10 FEET; THENCE SOUTH 89 DEGREES 43'56" EAST 358.76 FEET; THENCE SOUTH 0 DEGREES 03'04" WEST 68.48 FEET, THENCE SOUTH 89 DEGREES 43' 56" EAST 2.00 FEET; THENCE SOUTH 0 DEGREES 03' 04" WEST 173.62 FEET TO THE POINT OF BEGINNING.

Amendment to Declaration & Bylaws

- Declaration Section 8.13
- Declaration Section 15.3
- Declaration Section 17.11
- Bylaws Section 4.5
- Bylaws Section 5.16
- Bylaws Section 8.2

- Special Bookkeeping Power of Attorney