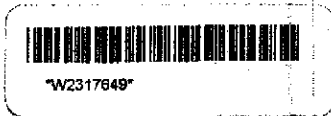


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JSA

**AMENDMENT  
TO THE  
DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
OF  
ASPEN VILLAGE CONDOMINIUM**

ER 2317649 PG 1 OF 29  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
25-JAN-08 1011 AM FEE \$125.00 DEP SPY  
REC FOR: HELGESEN WATERFALL JONES

This amendment ("Amended Declaration") is made and executed on the date shown below by the unit owners at Aspen Village Condominium after having been voted upon and approved.

**RECITALS**

WHEREAS, Aspen Village Condominium was created by a "Declaration of Covenants, Conditions and Restrictions of Aspen Village Townhomes" (hereinafter "Enabling Declaration") recorded in the records of Weber County, Utah, on September 3, 1999, in book 2032, beginning on page 1393, as entry number 1660571; and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Weber County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, and including the common area that is appurtenant to each Unit as shown on the plat maps for Aspen Village Condominium, as recorded in the office of the County Recorder for Weber County, State of Utah. There are 60 units at Aspen Village Condominium.

WHEREAS, The unit owners in Aspen Village are desirous to create the Aspen Village Homeowners Association, Inc., a Utah non-profit corporation ("Association"), which will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code, which Association shall operate for the purpose of managing the common area and enforcing the provisions of the Enabling Declaration and any amendments thereto. The Association will be the governing body of Aspen Village Condominium and will operate in accordance with this Amended Declaration, the Articles of Incorporation (Exhibit "B" attached hereto incorporated herein by this reference) and the Bylaws of the Association (Exhibit "C" attached hereto and incorporated herein by this reference) for the purpose of managing the common area and enforcing the provisions of the Association documents.

NOW THEREFORE, To accomplish the unit owners' objectives, the following amendment is adopted creating the Aspen Village Homeowners Association, Inc., a Utah non-profit corporation. This Amended Declaration shall include additional amendments. If there is any conflict between this Amended Declaration and the Enabling Declaration, this document shall control.

This Amendment shall become effective upon recording. The Aspen Village Condominium Enabling Declaration is hereby amended as follows:

## AMENDMENTS

### ARTICLE 1

#### CREATION OF NON-PROFIT CORPORATION

- 1.1 The unit owners hereby authorize and approve the creation of a Utah nonprofit corporation, to be known as the Aspen Village Homeowners Association, Inc. ("Association"), by filing with the State of Utah the Articles of Incorporation for the Association in a form substantially similar to those contained in Exhibit "B", attached hereto. The Association shall be responsible for managing the common area within Aspen Village and governing the affairs of Aspen Village in accordance with the provisions of this Amended Declaration, the Enabling Declaration, any Amendments to the Enabling Declaration, the Articles of Incorporation and the Bylaws.
- 1.2 By voting to approve this Amended Declaration, the unit owners hereby agree to adopt the following documents:
  - a. this Amended Declaration;
  - b. the Articles of Incorporation (Exhibit "B" attached hereto);
  - c. and the Bylaws of the Association (Exhibit "C" attached hereto).

as the governing documents of Aspen Village Homeowners Association, Inc., which documents shall constitute equitable servitudes that shall run with the real property described in Exhibit "A". In the event of a conflict between the provisions in this Amended Declaration and the Enabling Declaration, this Amended Declaration shall control.

- 1.3 Pursuant to the provisions in this Amended Declaration wherein Aspen Village is incorporated as a non-profit corporation under the laws of the State of Utah, the management of Aspen Village and the common area of Aspen Village shall hereafter be performed under the direction and authority of the Association's Board of Directors. Any reference to the term "management committee" in the Enabling Declaration or any amended thereto, or in the Bylaws of Aspen Village, or any other Aspen Village document, shall hereafter be deemed to mean and refer to the term "Board of Directors" of the Aspen Village Homeowners Association, Inc.

### ARTICLE 2

#### PETS

2.1 All pet owners, including those pets currently residing within a unit at Aspen Village, must sign and agree to abide by the provisions of the Aspen Village Pet Ownership Agreement, a copy of which is attached hereto as Exhibit "D". Failure to execute a Pet Ownership Agreement and deliver it to the Board of Directors within forty-five (45) days of the date this Amendment is recorded, will constitute non-refutable evidence that the pet was not residing at Aspen Village. A pet includes any animal residing at Aspen Village for more than three (3) days in any one year period.

2.2 No more than two (2) dogs and three (3) cats per unit may be allowed at Aspen Village upon the written approval of the Board, which shall be granted when a unit owner or resident agrees to abide by the provisions set forth in the Pet Ownership Agreement. Under no circumstances may a dog be present on the Common Areas unless the dog is on a leash or held by a person.

2.3 Under no circumstances may a pet reside at Aspen Village or shall the Board approve any application to bring a dog, cat or pet to Aspen Village unless the agreements contained in the Aspen Village Pet Ownership Agreement are first made in writing by the resident making the application.

2.4 The Board shall have authority to order the removal of any dog, cat or pet, if, at any time, the resident possessing the animal fails to live up to the representations made in the Pet Ownership Agreement, if the animal causes or creates a nuisance or disturbance, or if the animal demonstrates any type of threatening or aggressive behavior toward humans or other animals.

2.5 No animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Board before being brought to Aspen Village. The Board has the right to refuse any application to bring an animal into Aspen Village if it determines the animal could be a nuisance or could potentially damage the common area.

### ARTICLE 3

#### RESTRICTION OF RENTERS

WHEREAS, the Unit Owners of Aspen Village Condominium desire to preserve and enhance the quality of life at Aspen Village and have purchased their Units at Aspen Village for the purpose of using their Unit as an owner occupied single family residence; and

WHEREAS, the Unit Owners believe the condominium living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, because the Unit Owners at Aspen Village own a shared and undivided interest in the Condominium Common Area, the Common Area should be used and shared in common by those who own an interest in the Common Area and not be used by those who do not possess an ownership interest in the Common Area; and

WHEREAS, the Unit Owners realize that the value of their Units are directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied Units that can exist in a condominium; and further, when too high a percentage of non-owner occupied Units exist in a Condominium, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting Unit Owners' ability to sell their Units and depressing the value of all the Units at Aspen Village; and

WHEREAS, the Unit Owners desire to live in a condominium community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Aspen Village Condominium, and have determined through the years of their collective experience that Unit Owners are more responsive to the needs of the condominium community, take a greater interest and care of the Common Area, and are generally more respectful of the condominium rules;

THEREFORE, To accomplish the Unit Owners' objectives, the following amendment is adopted limiting and restricting the number of Units that may be rented at Aspen Village Condominium:

- 3.1 The leasing of Units at Aspen Village Condominium is prohibited unless the leasing is consistent with this section.
- 3.2 Not more than ten percent of the Units at Aspen Village shall be occupied by non-Unit Owners at any one time.
- 3.3 Those Units that are currently occupied by non-Unit Owners may continue to be occupied by non-Unit Owners until the Unit Owner conveys his or her interest in the condominium Unit to a new Owner;
- 3.4 No Unit may be leased for less than six (6) months nor for more than a total of twelve (12) months in any twenty-four month period.
- 3.5 All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Aspen Village Condominium Management Committee who shall determine compliance with this section.
- 3.6 Any Unit Owner desiring to lease his or her Unit or to have his or her Unit occupied by a non-Unit Owner shall notify the Management Committee in writing of their intent to lease their Unit. The Management Committee shall maintain a list of those Unit Owners who have notified it of an intent to lease their Unit and shall grant permission to Unit Owners to lease their Unit in the same order the Management Committee receives the written notice of intent to lease a Unit from the Unit Owners. No permission shall be granted to lease a Unit until less than ten percent of the Units at Aspen Village are occupied by a non-Unit Owner.
- 3.7 The restrictions herein shall not apply if a Unit Owner moves from his Unit (a) due to temporary (less than three years) military, humanitarian, religious or charitable activity or service, and (b) leases his or her Unit with the intent to return to occupy his or her Unit when the military,

humanitarian, religious or charitable service has concluded. Nor shall the restrictions herein apply if a parent or child leases their Unit to a family member (parent, child or siblings).

3.8 Any Unit Owner who violates this section shall be subject to a fine of \$25.00 per day according to the provisions set forth in the Aspen Village Community Rules, and/or to a complaint for an injunction seeking to terminate the lease in violation of this section. If the Aspen Village Condominium Management Committee is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating Unit Owner shall be liable for all attorney fees and court costs incurred by the Management Committee in enforcing this section.

#### ARTICLE 4

#### COLLECTING HOA FEES FROM TENANTS

4.1 **Collecting from Tenants.** If the owner of a unit who is leasing the unit fails to pay any assessment for a period of more than sixty (60) days after it is due and payable, the Board may demand the tenant to pay to the Association all future lease payments due the owner, commencing with the next monthly or other periodic payment, until the amount due to the association is paid.

4.2 The Board must give the unit owner written notice by regular first class mail, mailed at least three (3) days prior to the end of the month to the address of the unit owner as listed on the Weber County Recorder's records, unless the unit owner has provided written notice of another address to the Board, of its intent to demand full payment from the tenant. This notice shall:

- (a) Provide notice to the tenant that full payment of remaining lease payments will commence with the next monthly or other periodic payment unless the delinquent assessment is received prior to last day of the month;
- (b) State the amount of the assessment due, including any interest or late payment fee;
- (c) State that any costs of collection, not to exceed \$150, and other assessments that become due may be added to the total amount due; and
- (d) Provide the tenant with the requirements and rights contained in the following section 4.3.

4.3 If the unit owner fails to pay the amount of the assessment due by the date specified in the notice, the Board shall deliver written notice to the tenant by posting a notice on the door of the tenant's unit or delivering notice personally to the tenant, that demands future payments due to the owner be paid to the association. A copy of the notice must be mailed to the unit owner. The notice provided to the tenant must state:

- (a) that due to the owner's failure to pay the assessment within the time period allowed, the owner has been notified of the Board's intent to collect all lease payments due to the association;

- (b) that until notification by the association that the assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the owner are to be paid to the association; and
- (c) payment by the tenant to the association will not constitute a default under the terms of the lease agreement. If payment is in compliance with this notice, suit or other action may not be initiated by the owner against the tenant for failure to pay.

4.4 All funds paid to the association pursuant to the notice shall be deposited in a separate account and disbursed to the association until the assessment due, together with any cost of administration which may not exceed \$25, is paid in full. Any remaining balance must be paid to the owner within five business days of payment in full to the association.

4.5 Within five business days of payment in full of the assessment, including any interest or late payment fee, the Board must notify the tenant in writing that future lease payments are no longer due to the association. A copy of this notification must be mailed to the unit owner.

4.6 As used in this, "lease" or "leasing" means regular, exclusive occupancy of a unit by any person or persons, other than the unit owner, for which the unit owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

**ARTICLE 5**

**AGENT TO RECEIVE SERVICE OF PROCESS**

5.1 **Agent for Service of Process.** The name and address of the person in Weber County, State of Utah appointed as first agent to receive service of process in matters pertaining to the property as provided in the Act is:

Richard W. Jones, Attorney  
 4605 Harrison Blvd., Third Floor  
 Ogden, Utah 84403

The Board may amend this provision without a vote of the Association upon recording a notice with the Weber County Recorder's Office.

**ARTICLE 6**

**COMPENSATION FOR BOARD SERVICES**

6.1 **Compensation.** Board members may be compensated for their services as described herein and shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board. Board members who do bookkeeping services for the association (paying bills, receiving monthly payments from condominium members, preparing tax returns, etc.) shall only be paid pursuant to a written contract entered into with the Board that specifically describes the services to be performed and the amount of compensation to be received.

6.2 Board members may be compensated for attendance at monthly Board meetings and for their services to the association as set forth in a schedule established by the Board and distributed to unit owners. Board members may be paid for other services provided to the association in connection with time they spend in behalf of association business, but only to the extent such payments are authorized in writing in advance by a majority of the Board.

6.3 Contract form on Aspen Village letter head – Exhibit X

6.4 Definition of independent contractor – Exhibit Y

**ARTICLE 7**

**LIMITATION OF CONTRACTS**

7.1 **No Contracts Greater than One Year.** Aspen Village shall not approve, sign, execute or enter into any contract with any service provider for a period of time greater than one year.

**ARTICLE 8**

**ATTORNEY FEES**

8.1 **Attorney Fees Incurred as the Result of Enforcing Rules.** In any legal action brought by the Board against any Unit Owner, tenant, lessee or lessor as a result of a violation of any provision of the Declaration or Bylaws, or if the Board retains legal counsel or incurs attorney fees associated with or as a result of retaining legal counsel as a result of any such violation, then the Board shall collect any and all attorney 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 fees in any action or judicial proceeding. A Unit Owner shall be jointly liable for attorney 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 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.

**ARTICLE 9**

**EVICITION OF TENANTS**

9.1 **EVICITION.** 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 Board 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.

## ARTICLE 10

## MISCELLANEOUS PROVISIONS

**10.1 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 Board 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 Board, the Board may 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.

**10.2 Late Fees.** Each monthly payment of Common Area Fees is due on the 1<sup>st</sup> of each month and shall incur a late fee if not received by the 10<sup>th</sup> of the month. The late fee shall be not more than \$25.00 per month as determined by the late fee policy adopted by the Board.

**10.3 Interpretation.** The Provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

**10.4 Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

**10.5 Effective Date.** This Declaration shall take effect upon recording.

**10.6 The following corrections and clarifications to the original CC&R's apply:**

**10.6.1 CC&R's, Page 12 – Par. 12.b. Transfer of Ownership:** there is no fee for this service.

**10.6.2 CC&R's, Page 19 – Par. 18.e. Additional Provisions, Item (4):** Where it states that "Any Unit Owner may obtain additional insurance at his own expense,..." the corrected paragraph should read: "Any Unit Owner shall obtain insurance for the interior and contents of his Unit, and shall supply the Association with a copy of his policy within (30) days after acquiring such insurance. Owners shall maintain homeowners insurance in force without interruption."

**10.6.3 CC&R's, Page 19 – Par. 18.e. Additional Provisions, ADD Item (5): Limits of Responsibility.** Owners shall be responsible for insurance, repair and maintenance as specified below. In case of any conflict between the items listed below and the insurance policy, the specifications as issued by the Aspen Village insurance carrier will govern. For additional details on responsibility for repairs and maintenance, see Par. 20.

**Owner shall be responsible for, and will not require written approval, for the following:**

- (a) Interior drywall but not including the studs, and may not alter structural items
- (b) Interior paint, tiles, wallpaper, and other decor



- (c) Windows
- (d) Blinds (within specified color scheme) on windows and sliding glass doors
- (e) Doors - interior and exterior
- (f) Garage doors and flashing

Association shall be responsible for:

- (a) Walls: external, including the studs
- (b) Roofs and roof vents
- (c) Gutters, downspouts
- (d) Dryer vents
- (e) Concrete patios if these originally came with the Unit
- (f) All roads, lawns, playground, and all other common areas including plants, perimeter fence, entrance and road signs, sidewalks, curbs

**CERTIFICATION**

It is hereby certified that at least sixty-seven percent (67%) of the votes of the condominium unit owners holding an undivided ownership interest in the common areas and facilities have voted to approve this Amended Declaration.

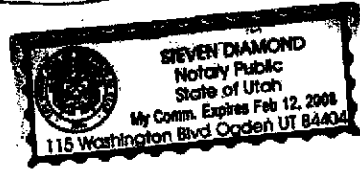
IN WITNESS WHEREOF, this 18<sup>th</sup> day of January, 2008

By: [Signature]  
President

STATE OF UTAH            )  
  :ss.  
COUNTY OF WEBER        )

On this 18 day of January, 2008, personally appeared before me who, being by me duly sworn, did say that he/she is President of the Aspen Village Condominium Homeowners Association and that the within and foregoing instrument was signed in behalf of said Board and (s)he duly acknowledged to me (s)he executed the same.

[Signature]  
Notary Public



# **Exhibit "A"**

## **Legal Description of Units**

# EXHIBIT "A"

## Legal Description of Units

Aspen Village Condominium, Ogden City, Weber County, Utah

<u>Units</u>	<u>Serial Numbers</u>
1-12	[11-282-0001 through 11-282-0012]
13-44	[11-283-0013 through 11-283-0044]
45-60	[11-282-0045 through 11-282-0060]

11-282-0013 thru 0029  
11-283-0001 thru 0012

# **Exhibit "B"**

## **Articles of Incorporation**

# Articles of Incorporation

## FOR

### ASPEN VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

WE, THE UNDERSIGNED NATURAL PERSONS, all being of the age of eighteen years or more, acting as incorporators under the Utah Non-Profit Corporation and Cooperative Association Act, adopt the following Articles of Incorporation:

**Name.** The name of the Corporation is ASPEN VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. (herein referred to as the "Corporation").

**Duration.** The duration of the Corporation shall be perpetual, unless dissolved by the action of the Corporation or by operation of law.

**Purposes.** The purposes of the Corporation are to function in behalf of the members of the Aspen Village Condominium Homeowners Association located in Weber County, Utah, and to enforce the Covenants, Conditions and Restrictions as set forth in the Declaration of Covenants, Conditions and Restrictions, and to provide the other services and perform all of the other functions set forth in the Declarations of Covenants, Conditions and Restrictions and as may become desirable or necessary for the benefit of the members. The Corporation shall have all powers, rights, and privileges available to corporations under the laws of the State of Utah.

**Membership/Stock.** The owners of stock in the Corporation shall only be owners of Units in Aspen Village Condominium, located in Weber County, Utah. Stock ownership is appurtenant to the Unit and may not be separated from Unit ownership, and ownership of a share of stock in Aspen Village shall pass automatically to the new owner of a Unit upon conveyance of title without the need to convey a physical stock certificate. There may be issued 60 shares of stock in the Corporation and the Owners of each Unit shall be the owners of one share of stock in the Corporation. The Unit Owners shall have an interest in the Corporation as described below:

The Association shall have one (1) class of membership—Class A, described more particularly as follows:

1. **Class A.** Class A Members shall be all Owners. Class A Members shall be entitled to vote on all issues before the Association, subject to the following:
  - a. **Voting.** Each Unit Owner shall have right to vote based on percentages as provided in the Aspen Village Condominium Homeowners Association Declaration and Bylaws.
  - b. **Subject to Assessment.** No vote shall be cast or counted for any Unit not subject to assessment;

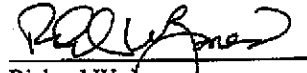
- c. **Multiple Owners.** When more than one (1) person or entity holds such interest in a Unit, the vote for such Unit shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advise, the vote of the Unit shall be suspended in the event more than one (1) person or entity seeks to exercise it.
- d. **Number of Shares.** The Corporation is authorized to issue up to 60 shares of Class A stock.
- 2. Class A shares shall have unlimited voting rights.
- 3. The owners of Class A shares shall be entitled to receive the net assets of the Corporation upon dissolution.

**Registered Agent.** The registered agent for the Corporation is:

Richard W. Jones, Attorney  
 4605 Harrison Blvd., Third Floor  
 Ogden, Utah 84403

**Acceptance of Appointment**

I, Richard W. Jones, hereby accept the appointment as the registered agent for ASPEN VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

  
 Richard W. Jones

**Bylaws.** Bylaws have been adopted in accordance with the Amended Declaration for Aspen Village Condominium. The Corporation hereby adopts the bylaws attached to the Amended Declaration as Exhibit "C." Hereafter, bylaws may be adopted, amended, or replaced by the vote of Members.

**Address of Corporation's Registered Office.** The principal place of business of the Corporation, and its initial offices are located at 4605 Harrison Blvd., Ogden, Utah 84403. The Corporation may establish such other offices and locations as it deems appropriate for the operation of its business.

**Distributions.** No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth above. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended or supplemented.

**Dissolution.** Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended or supplemented, or shall be distributed to the federal government or to a state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

**Board of Directors.** There will initially be four Directors of the Corporation. The initial Board of Directors, who will serve until the election of officers and Directors at the annual member's meeting, are:

<u>Name</u>	<u>Address</u>
Gerald Mayer	820 East 760 North, Ogden, Utah 84404
Susan Oertel-Lee	834 East 760 North, Ogden, Utah 84404
John F. Fitzgerald	716 N. Gramercy Ave., Ogden, Utah 84404
Jeanne Atkinson	722 N. Gramercy Ave., Ogden, Utah 84404

The Directors will elect one of them to act as Chairman until the annual member's meeting.

**Officers.** The initial officers of the corporation are:

President	-	Gerald Mayer
Vice President	-	Susan Oertel-Lee
Secretary	-	Susan Oertel-Lee
Treasurer	-	Jeanne Atkinson

**Annual Meeting.** The annual meeting of the members shall be held at the office of the association at 7:00 p.m., on the second Tuesday in January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the

members; provided, however if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day. The Board of Directors may by resolution, fix the date of the annual meeting at such other date as the Board may deem appropriate. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he or she is removed according to the Bylaws of Aspen Village Condominium. Only current members of Units owned in the Association shall be elected Directors according to the percentage as required by law.

**Limitations on Liability.** The Officers, Directors, and Members of the Corporation shall not be held personally liable for the debts and obligations of the Corporation.

**Incorporators.** The incorporators of the Corporation are:

<u>Name</u>	<u>Address</u>
Gerald Mayer	820 East 760 North, Ogden, Utah 84404
Susan Oertel-Lee	834 East 760 North, Ogden, Utah 84404
Jeanne Atkinson	722 N. Gramercy Ave., Ogden, Utah 84404

**Amendment.** These Articles of Incorporation may be amended from time to time as authorized by the Enabling Declaration and as permitted by law.

In Witness Whereof, we, have executed these Articles of Incorporation in duplicate this 17<sup>th</sup> day of JANUARY 2008, and say: That we are the incorporators herein; that we have read the above and foregoing Articles of Incorporation; that we know the contents thereof and that the same is true to the best of our knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters we believe them to be true.

G. Mayer, Pres.  
Incorporator

Jeanne Atkinson Treas.  
Incorporator

Susan Oertel-Lee  
Incorporator


State of Utah            )  
                                  ): ss  
County of Weber        )

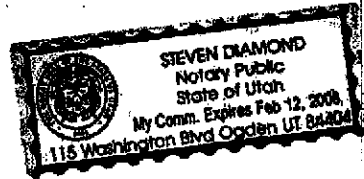
On the 17 day January 2008, the foregoing instrument was acknowledged and verified before me by Gerald Mayer, who



personally appeared before me, and being by me duly sworn declare under penalty of perjury that they are the incorporators of ASPEN VILLAGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., and that they signed the foregoing, and that the statements contained therein are true and correct.

In witness whereof, I have set my hand and seal this 18 day of Jan, 2008.

  
Notary Public



# Exhibit "C"

## Bylaws

# BYLAWS

EH 2317649 PG 19 OF 29

FOR

## ASPEN VILLAGE HOMEOWNERS ASSOCIATION INC.

The following are adopted by the Association of Unit Owners as the administrative Bylaws of Aspen Village Homeowners Association, Inc.

### ARTICLE I

#### PLAN OF UNIT OWNERSHIP AND INCORPORATION

1. Submission. These Bylaws are referred to and incorporated by reference in the foregoing Aspen Village Enabling Declaration (the "Declaration") and the Articles of Incorporation of Aspen Village Homeowners Association, Inc., which is located in Weber County, State of Utah. These Bylaws shall govern the administration of Aspen Village Homeowners Association, Inc.
2. Conflict. In the event of any conflict, incongruity or inconsistency between the provisions of these Bylaws and the provisions of the Declaration or any amendments thereto, the latter shall in all instances govern and control.
3. Office and Registered Agent. The Registered Agent of the Association shall be the President of the Association and the Registered Office of the Association shall be the office of the President or such other place as shall be designated by him.
4. Bylaws Applicability. All present and future Owners, residents, tenants, renters, lessees, and their guests, licensees, invitees, servants, agents or employees, and any other person or persons who shall be permitted at Aspen Village shall be subject to and abide by these Bylaws.

### ARTICLE II

#### ASSOCIATION

1. Composition. The association of Unit Owners is a mandatory association consisting of all Unit Owners at Aspen Village.
2. Voting. Each Unit Owner shall have an equal number of votes.
3. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board from time to time and stated in the notice of meeting.

4. Annual Meeting. Unless otherwise designated by the Board, the annual meeting of the Association shall be held at 7:00 o'clock p.m. on the second Tuesday of January of each year, or at such other suitable day, date and time as may be designated by the Board from time to time. When such day is a legal holiday, the meeting shall occur on the first business day thereafter. The place of meeting shall be the principal office of the Association unless otherwise specified in the notice of meeting.

5. Special Meetings. The President shall call a special meeting (a) if he or she so desires, (b) if a majority of the members of the Board of Directors direct him to do so, or (c) upon receipt of a petition signed and presented to the Secretary of the Board by at least twenty-five percent (25%) of the members of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

6. Notice of Meeting. It shall be the duty of the Secretary to hand deliver or mail, by regular U.S. mail postage prepaid, a notice of (a) each annual meeting of the Owners not less than ten (10) and not more than thirty (30) days in advance of such meeting; and (b) each special meeting of the Owners at least three (3) days and not more than twenty (20) days in advance of such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at the address of his respective Unit or such other address as each Owner may have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

7. Voting Requirements. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall be in full compliance with all of the terms, covenants, and conditions of the Project Documents, and shall have fully paid all Assessments and/or Additional Charges due.

8. Proxies. The votes appertaining to any Unit may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Unit Owner, or in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No such proxy shall be revocable except by actual written notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy shall be void if it is not dated, if it purports to be revocable without notice, or if it is not signed by a person having authority, at the time of the execution thereof, to execute deeds on behalf of that person. Unless it expressly states otherwise, a proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. Each proxy must be filed with the Secretary of the Board before the meeting. Only individual Unit Owners or the legal representative of an Organizational Unit Owner may be proxies.

9. Quorum. A majority of the members of the Association shall constitute a quorum for the adoption of decisions. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting and reschedule for a time no earlier than two (2) days nor more than thirty (30) days after the set time for the original meeting. No notice of such rescheduled meeting shall be required except an announcement thereof at the original meeting. The Owners present at

the rescheduled meeting shall constitute a quorum for the adoption of decisions. When a quorum is present at any meeting, the vote of the Unit Owners representing a majority of the members of the Association present at the meeting either in person or by proxy, shall decide any question brought before the meeting; provided, however, if the Declaration requires a fixed percentage of Unit Owners to approve any action, however, that percentage shall be required anything to the contrary notwithstanding.

10. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a) roll call;
- b) proof of notice of meeting;
- c) reading of minutes of preceding meeting;
- d) reports of officers;
- e) report of special Boards, if any;
- f) election of inspectors of election, if applicable;
- g) election of Board Members, if applicable;
- h) unfinished business; and
- i) new business.

11. Conduct of Meeting. The President shall, or in his absence the Vice-president, preside over all meetings of the Association; the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.

### ARTICLE III

#### **BOARD OF DIRECTORS**

1. Powers and Duties. The affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Declaration, and may do all such acts and things necessary to operate and maintain the Project. The Board may delegate its authority to a manager or managers. Subject to any limitations or provisions contained in the Declaration, the Board shall be responsible for at least the following:

- a) Preparation of an annual budget;
- b) Determining the annual assessment of each Owner;
- c) Managing the Association;
- d) Maintaining the Common Areas and Facilities;
- e) Collecting the Assessments;
- f) Depositing the collections into a federally insured interest bearing account or accounts;
- g) Adopting and amending rules and regulations;
- h) Enforcing the Project Documents;

- D) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- J) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, in accordance with the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- k) Commencing legal action when necessary;
- l) Purchasing and maintaining insurance;
- m) Paying the cost of all services rendered to the Project and not billed directly to Owners of individual Units.
- n) Keeping books and records of the Association;
- o) Providing common utility services as needed;
- p) Paying any amount necessary to discharge any mechanic's or materialman's lien or other encumbrance levied against the Common Area or Facilities;
- q) Giving notice of alleged violations of the Project Documents and providing the alleged violator the opportunity to be heard;
- r) Levying fines, sanctions and citations;
- s) Making emergency repairs;
- t) Towing or impounding motor vehicles;
- b) Evicting non-Owner residents in material violation of the Project Documents or who have created and failed to abate a nuisance;
- v) Assigning parking spaces; and
- w) Doing such other things and acts necessary to accomplish the foregoing.

2. Composition of Board of Directors. The Board of Directors shall be composed of at least three (3) but not more than five (5) members of the Association.

3. Qualification. Only individual Unit Owners or officers or agents of organizational Owners other than individuals shall be eligible for Board Membership.

4. Election and Term of Office of the Board. The term of office of membership on the Board shall be one (1) year and each member shall serve on the Board until such time as his successor is duly qualified and elected.

5. Initial Organizational Meeting. The first meeting of the members of the Board shall be immediately following the annual meeting of the Association or at such other time and place designated by the Board.

6. Regular Meetings. Regular meetings of the Board shall be held from time to time and at such time and place as shall be determined by a majority of the members of the Board, but no less often than monthly.

7. Special Meetings. Special meetings of the Board may be called by the President, Vice-president or a majority of the members on at least forty-eight (48) hours prior notice to each member. Such notice shall be given personally, by regular U.S. mail postage prepaid, or by telephone, and such notice shall state the time, place and purpose of the meeting. Any meeting

attended by all members of the Board shall be valid for any and all purposes.

8. Waiver of Notice. Before or at any meeting of the Board, any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the Board shall constitute a waiver of notice. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

9. Quorum. At all meetings of the Board, a majority of the members then in office shall constitute a quorum for the transaction of business, and the acts of the majority of all the Board members present at a meeting at which a quorum is present shall be deemed to be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time but for no longer than two (2) days. At any such rescheduled meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

10. Vacancies. Vacancies in the Board caused by any reason other than removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the total members remaining may constitute less than a quorum of the Board; and each person so elected shall be a member for the remainder of the term of the member so replaced. A vacancy created by the removal of a member by a vote of the members of the Association at a special meeting called for that purpose shall be filled by the election and vote of the members of the Association at said meeting.

11. Removal of Board Member. A member may be removed, with or without cause, and his successor elected, at any duly called regular or special meeting of the Association at which a quorum of the Association is present, by an affirmative vote of a majority of the members of the Association. Any member whose removal has been proposed by the Owners shall be given at least thirty (30) days notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive meetings in any calendar year, shall be automatically removed from the Board.

12. Compensation. Board members shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Board business and approved by the Board.

13. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a Minute Book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings, subject to the following:

a) Open Meetings. A portion of each meeting of the Board shall be open to all members of the Association, but members other than members of the Board may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board shall establish procedures, policies, and guidelines for conducting of its

meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.

b) Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

c) Action Without a Formal Meeting. Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.

14. Report of Board. The Board shall present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Association.

#### ARTICLE IV

##### **OFFICERS**

1. Designation. The principal officers of the Association shall be a President, a Vice-president, a Secretary and a Treasurer, all of whom shall be elected by the Board. The Board may appoint assistant secretaries and such other officers as in its judgment may be necessary. All officers shall also be members of the Board. Two or more offices may be held by the same person, except that the President shall not hold any other office.

2. Election of Officers. The officers of the Association shall be elected annually by the members of the Board of Directors at their first meeting after the annual meeting of the Association. Any vacancy in an office shall be filled by the remaining members of the Board of Directors at a regular meeting or special meeting called for such purpose.

3. Removal of Officers. The officers shall hold office until their respective successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purposes.

4. President. The President shall be the chief executive officer; he shall preside at meetings of the Association and the Board and shall be an ex officio member of all Boards; he shall have general and active management of the business of the Board and shall see that all orders and resolutions of the Board are carried into effect. He shall have all of the general powers and duties, which are usually vested in or incident to the use of president of a stock corporation organized under the laws of the State of Utah.

5. Vice-president. The Vice-president shall, in the absence or disability of the President, perform the duties and exercise the powers of the President, and shall perform such



other duties as the Board or the President shall prescribe. If neither the President nor the Vice-president is able to act, the Board shall appoint a member of the Board to do so on an interim basis.

6. Secretary. The Secretary shall attend all meetings of the Board and all meetings of the Association and record all votes and the minutes of all proceedings in a book to be kept by him or her for that purpose and shall perform like duties for Boards when required. He shall give, or cause to be given, notices for all meetings of the Association and the Board and shall perform such other duties as may be prescribed by the Board. The Secretary shall compile and keep current at the principal office of the Association, a complete list of the Owners and their last known post office addresses. This list shall be open to inspection by all Owners and other persons lawfully entitled to inspect the same, at reasonable hours during regular business days. The Secretary shall also keep current and retain custody of the Minute Book of the Association, containing the minutes of all annual and special meetings of the Association and all sessions of the Board including resolutions.

7. Treasurer. The Treasurer shall have custody of all funds and securities. He shall keep full and accurate records of receipts and disbursements, shall prepare all required financial data, and shall deposit all monies and other valuable effects in such depositories as may be designated by the Board. He shall disburse funds as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and members, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Project.

#### ARTICLE V

#### FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

#### ARTICLE VI

#### AMENDMENT TO BYLAWS

1. Amendments. These Bylaws may be modified or amended either (i) by the affirmative vote of a majority of the members of the Association or (ii) pursuant to a written instrument of consent duly executed by a majority of the members of the Association provided all of the written consents are obtained within a ninety day period.

2. Recording. An amendment to these Bylaws shall become effective immediately upon recordation in the Office of the County Recorder of Weber County, State of Utah.

#### ARTICLE VII

**NOTICE**

1. **Manner of Notice.** All notices, demands, bills, statements, or other communications provided for or required under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by regular U.S. Mail postage pre-paid, (a) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary; or (b) if to the Board or the Manager, at the principal office of the Manager or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section.

2. **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the statutes, the Declaration, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Declaration.

**ARTICLE VII**

**COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS**

1. **Compliance.** These Bylaws are set forth in compliance with the requirements of the Declaration.

2. **Conflict.** These Bylaws are subordinate to and are subject to all provisions of the Declaration, except in those cases where the provisions of the Bylaws are clearly intended to govern (administrative matters). All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration.

3. **Severability.** If any provisions of these Bylaws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.

4. **Waiver.** No restriction, condition, obligation, or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

5. **Captions.** The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

6. **Construction.** Whenever in these Bylaws the context so requires, the singular number shall refer to the plural and the converse; the use of any gender shall be deemed to include both masculine and feminine, and the term "shall" is mandatory and "may" permissive.

7. **Effective.** These Bylaws shall be effective upon recording in the Office of the County Recorder of Weber County.

# **Exhibit "D"**

## **Pet Ownership Agreement**

ASPEN VILLAGE OWNERS' ASSOCIATION

PET REGISTRATION AND OWNERSHIP AGREEMENT

The undersigned owner(s)/lessee(s) of unit \_\_\_\_\_ of the Aspen Village Owners' Association do hereby provide the Association with the following information in compliance with the 2008 Amendment to the Declaration of Covenants, Conditions and Restrictions, Article 2, "Pets"; and the Rules and Regulations of Aspen Village Homeowners Association regarding the keeping of pets. (For additional pets give information on back)

Pet #1	Pet #2
Type of pet _____ (Specify breed where applicable)	_____ (Specify breed where applicable)
Name of pet _____	_____
Age of pet _____	_____
License No. _____	_____
Weight (approx.) _____	_____
Color _____	_____

Name of person to be contacted in case pet(s) is found on premises lost or injured

\_\_\_\_\_

Telephone Number \_\_\_\_\_

I/We the owners of \_\_\_\_\_ (name of pet(s)) do hereby certify that I/We understand and agree to abide by all existing rules of the Association regarding the residence of pets at this unit and all rules which may hereafter become operative during our term of ownership (rental).

Owner \_\_\_\_\_

Owner \_\_\_\_\_

Pet #3

Pet #4

Type of pet \_\_\_\_\_  
(Specify breed where applicable)

\_\_\_\_\_   
(Specify breed where applicable)

Name of pet \_\_\_\_\_

\_\_\_\_\_

Age of pet \_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

\_\_\_\_\_

Weight (approx.) \_\_\_\_\_

\_\_\_\_\_

Color \_\_\_\_\_

\_\_\_\_\_