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**AMENDMENT**

**TO THE**

**DECLARATION & BYLAWS**

**OF**

**LEMON TREE CONDOMINIUM**

September 2010

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## AMENDMENT TO DECLARATION & BYLAWS OF LEMON TREE CONDOMINIUM

This Amendment to Declaration & Bylaws ("Amended Declaration") is made and executed on the date shown below by the Lemon Tree Condominium unit owners.

### RECITALS

WHEREAS, Lemon Tree Condominium was created by a "Declaration of Lemon Tree Condominium (an Expandable Condominium)" (hereinafter "Enabling Declaration") recorded in the records of Davis County, Utah, on July 19, 1979, in book 780, beginning on page 993 as entry # 538681; and

WHEREAS, the property that is the subject of this Amended Declaration is situated in and upon that certain real property located in Davis 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 Lemon Tree Condominium, as recorded in the office of the County Recorder for Davis County, State of Utah. There are 30 Units at Lemon Tree Condominium.

WHEREAS, it is the desire of the Unit owners of Lemon Tree Condominium 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 Lemon Tree Condominium.

NOW THEREFORE, To accomplish the Unit Owners' objectives, Lemon Tree Association hereby amends the Enabling Declaration and Bylaws recorded against the real property located in Davis County, Utah, known as Lemon Tree Condominium. 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 Lemon Tree Condominium Enabling Declaration and Bylaws are hereby amended by adopting the provisions listed below as follows:

## AMENDMENTS

### ARTICLE 1 PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES

- 1.1 The percentage of undivided interest in the common areas and facilities appurtenant to each Unit and its owner(s) shall be an equal share for all purposes, including voting.

ARTICLE 2  
PETS

- 2.1 Owners of units at Lemon Tree may own pets as provided in this Article. Renters may not own or keep pets at Lemon Tree because the history of renters at Lemon Tree has demonstrated that renters generally do not pick up after their pets, they tend to let them run loose, and they do not treat the common area (which renters do not own) with the same type of respect and deference as do unit owners.
- 2.2 Owners of units may keep a dog at Lemon Tree upon written approval of the Board as long as the unit owner where the dog is to reside signs a Pet Ownership Agreement (attached as Exhibit "B" and incorporated by this reference) and agrees to comply with the provisions of the Pet Ownership Agreement. The Board may refuse any request to admit a dog into the condominium if the applicant refuses to enter into a written Pet Ownership Agreement.
- 2.3 Cats may be allowed at Lemon Tree Condominium upon the written approval of the Board, which shall be granted when a unit owner agrees to abide by the provisions set forth in the Pet Ownership Agreement. The Board may refuse any request to admit a cat into the condominium if the applicant refuses to enter into a written Pet Ownership Agreement.
- 2.4 Under no circumstances may a pet reside at Lemon Tree or shall the Board approve any application to bring a pet to Lemon Tree unless the provisions contained in the Pet Ownership Agreement are first agreed to in writing by the resident making the application.
- 2.5 The Board shall have authority to order the removal of any dog or cat if, at any time, the resident possessing the dog or cat fails to live up to the representations made in the Pet Ownership Agreement or if the resident fails to execute a Pet Ownership Agreement. Each animal shall be properly licensed by the appropriate licensing agency. Any animal or pet residing at Lemon Tree that demonstrates aggressive or threatening behavior towards humans or other animals shall be removed from Lemon Tree within three days of receiving written notice from the Board. The pet owner shall have the right to a hearing before the Board if requested within the three days, at which hearing the pet owner may appeal the Board's decision and present facts and circumstances demonstrating that the pet is not aggressive or threatening.
- 2.6 No other 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 the condominiums. The Board has the right to refuse any application to bring an animal into the condominiums if it determines the animal could be a nuisance or potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to the condominiums enters in a Pet Ownership Agreement.

**ARTICLE 3**  
**SMOKING PROHIBITED IN OR NEAR ALL BUILDINGS**

- 3.1 Smoking is prohibited inside all Units, on all patios and on all balconies at Lemon Tree Condominium.
- 3.2 Smoking is prohibited in all common area that is within twenty-five (25) feet of any buildings at Lemon Tree Condominium.
- 3.3 In the event a unit owner, resident, occupant, or a guest occupying a unit violates the prohibition on smoking tobacco at Lemon Tree Condominium, the Board shall provide written notice to the unit owner and the unit owner shall take whatever action is necessary to ensure that the smoking immediately ceases. If the smoking violation is caused by a tenant and the tenant fails to immediately cease smoking at Lemon Tree or otherwise fails to promptly comply with the provisions of this section, the unit owner shall promptly evict the tenant. If the unit owner fails to take eviction action against a tenant as the result of a tenants failure to immediately cease smoking at Lemon Tree or otherwise fails to comply with the provisions of this section, then the Board may begin an eviction proceeding against the tenant. In such a proceeding, both the tenant and the unit owner shall be named as defendants in the action and the Board shall be entitled to: i) an injunction ordering the tenant to vacate the premises, ii) damages against the unit owner in the amount of \$50 per day for each day the tenant remains in the unit, and iii) recovery of its costs and attorney fees from the unit owner. The Board is hereby authorized to file a lien against the unit in violation of this section to secure the payment of damages, costs and attorney fees incurred by Lemon Tree to enforce this section.
- 3.4 The Board shall have all powers necessary to enforce this prohibition.
- 3.5 Nothing contained herein shall prevent the Board from fining a unit owner or resident who violates this bylaw.
- 3.6 If any of the provisions of this section or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the section and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

**ARTICLE 4**  
**RENTER RESTRICTIONS**

WHEREAS, the Unit Owners of Lemon Tree Condominium desire to preserve and enhance the quality of life at Lemon Tree and have purchased their Units at Lemon Tree 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 Lemon Tree 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 should 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 Lemon Tree; and

WHEREAS, the Unit Owners 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 Lemon Tree Condominium:

- 4.1 The leasing of Units at Lemon Tree Condominium is prohibited unless the leasing is consistent with this section.
- 4.2 No Unit at Lemon Tree may be occupied by any person other than Unit Owners and their immediate family during the first twenty-four (24) months following the change in ownership of a Unit. A Unit may not be leased during the first twenty-four (24) months following the sale or transfer of title to a Unit by a Unit Owner.
- 4.3 Not more than eight units of the Units at Lemon Tree shall be occupied by non-Unit Owners at any one time.
- 4.4 All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Lemon Tree Condominium Board who shall determine compliance with this section.
- 4.5 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 Board in writing of their intent to lease their Unit. The Board 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 only if less than eight Units are currently being leased at Lemon Tree, and shall grant permission to lease a Unit in the same order the Board receives the written notice of intent to lease. No permission shall be granted

to lease a Unit until less than eight of the Units at Lemon Tree are occupied by a non-Unit Owner.

- 4.6 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).
- 4.7 Any Unit Owner who violates this section shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the lease in violation of this section. If the Lemon Tree Condominium Board 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 Board in enforcing this section.
- 4.8 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 legal or equitable interest in the condominium Unit to a new Owner.
- 4.9 In the event there is a conflict between any provision in this Article 4 and any provision in Paragraph 16 of the Enabling Declaration, this Article 4 shall control. Paragraph 16.2 of the Enabling Declaration is hereby repealed. Only unit owners may vote on any matter brought before the Association for a vote.

## **ARTICLE 5 COMMON AREA AND UNIT MAINTENANCE**

- 5.1 Responsibility for maintenance, repair and replacement of the Common Area and Units shall be assigned to the Association or to the Unit Owners according to the Maintenance Chart attached hereto as Exhibit "C". Should any provision of Section 10 (titled "Maintenance, Alteration, and Improvement") of the Enabling Declaration be in conflict with or contrary to Exhibit "C", Exhibit "C" shall control.

## **ARTICLE 6 UNIT BOUNDARIES DEFINED**

- 6.1 The provisions of the Condominium Ownership Act (U.C.A. §57-8-7.2) are hereby adopted to further clarify the boundary line between a Unit and the Common Area as provided in Section 4.2 of the Enabling Declaration. The following are part of a unit:
- (A) lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring; and any other material constituting part of the finished surface of a wall, floor, or ceiling.



- (B) Any portion of a wall, floor, or ceiling not listed in Subsection (A) is part of the common areas and facilities.
- 6.2 If a chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit:
  - (A) any portion of an item described in this Subsection (6.2) serving only that unit is part of the limited common areas and facilities; and
  - (B) any portion of an item described in this Subsection (6.2) is part of the common areas and facilities if the item serves more than one unit or any portion of the common areas and facilities.
- 6.3 Subject to Subsection (6.2), the following within the boundaries of a unit are part of the unit:
  - (A) spaces, interior partitions, and other fixtures and improvements, including but not limited to utility pipes, lines, systems, fixtures and appliances.
- 6.4 The following, if designated to serve a single unit but located outside the unit's boundaries, are limited common areas and facilities allocated exclusively to a unit:
  - (A) a shutter, an awning, a window box, a doorstep, a stoop, a porch, a balcony, a patio, an exterior door, an exterior window, and any other fixture.

#### ARTICLE 7

#### COLLECTION OF RENT FOR NONPAYMENT OF COMMON EXPENSES

- 7.1 **Collecting from Renters:** If the owner of a unit who is leasing the unit fails to pay any assessment for a period of more than 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.
- 7.2 The Board must give the Unit Owner written notice by regular first class mail, mailed at least three days prior to the end of the month to the address of the Unit Owner as listed on the Davis County Records 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; 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; provide the requirements and

rights described in Subsections (b).

- 7.3 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; 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 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.
- 7.4 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.
- 7.5 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.
- 7.6 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 8 LATE FEES**

- 8.1 **Late Fees.** Each monthly payment of Common Area Fees is due on the first day of the month and shall be late if not paid by the fifteenth day of the month, and shall incur a late fee of not more than \$25.00, as determined by the late fee policy adopted by the Board.

## **ARTICLE 9 AGENT TO RECEIVE SERVICE OF PROCESS**

- 9.1 **Agent for Service of Process.** The name and address of the person in the 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, Esq.  
4605 Harrison Blvd., Third Floor  
Ogden, UT 84403

The Board of Directors may amend this provision without a vote of the Association by recording a notice of change or registered agent with the Davis County Recorder's Office.

#### ARTICLE 10 SIGNS

- 10.1 **Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Unit without the prior written consent of the Board, except one sign for each Unit of no more than three (3) feet by two (2) feet advertising the Unit for sale.

#### ARTICLE 11 LIEN AS INSTRUMENT OF FORECLOSURE

- 11.1 The following shall be added to and become part of Article 22 (Assessments) of the Enabling Declaration:
- 11.2 **Lien for Assessments.**
- (A) All sums assessed to the Owner of any Unit within the Project pursuant to the provisions of Article 22 of the Enabling Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. To evidence a lien for sums assessed pursuant to Article 22, the Association may prepare a written Notice of Lien in conformance with Utah law.
  - (B) Each Owner by owning a Unit in the Association shall be deemed to have consented to the filing of a Notice of Lien against such Owner's Unit. Such notice shall be signed and acknowledged by a duly authorized officer of the Association or its attorney and may be recorded in the office of the County Recorder. No Notice of Lien shall be recorded until there is a delinquency in payment of the assessment.
  - (C) Liens may be enforced by judicial foreclosure or by non-judicial foreclosure by the Association in the same manner in which mortgages and deeds of trust on real property may be foreclosed in the State of Utah. In any such foreclosure, the Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure and the costs and expenses of such proceeding, the costs and expenses of filling the notice of lien, and all reasonable attorneys' fees. All such costs, expenses and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to

bid an amount equal to its then existing lien at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Association elects to foreclose the lien in the same manner as foreclosures in deeds of trust, then the Owner by accepting a deed to the Unit hereby irrevocably appoints the attorney of the Association, provided he is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title, and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.

## ARTICLE 12 NO BUSINESSES

12.1 **No Businesses.** Inasmuch as Lemon Tree Condominium 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 Lemon Tree Condominium except they meet all of the federal, state and municipal laws, ordinances and licensing requirements, as well as complying with the Lemon Tree Homeowners Declaration, bylaws, rules and regulations. The following are some of the general requirements for home occupation businesses:

- (A) Customers, patrons, guests, clients or individuals may come to Units for business activity on a very limited scale and no more than one person at a time;
- (B) No products may be sold or delivered from the Unit;
- (C) Only services that are done mostly on the telephone and computer, such as consulting, tax preparation, computer or Internet businesses, may be provided at the Unit as limited by city ordinance;
- (D) Any vehicles used in the business must comply with the Condominium Association parking rules.
- (E) No business activities may be conducted between the hours of 8:00 p.m. and 8:00 a.m.

### ARTICLE 13 ATTORNEY FEES

- 13.1 **Attorney Fees Incurred as a 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. At least three members of the Board shall give approval before there is any action taken under this paragraph.

### ARTICLE 14 NONDISCRIMINATION POLICY

- 14.1 In accordance with the Americans with Disabilities Act, Lemon Tree Condominium does not discriminate on the basis of race, color, religion, national origin, age, ancestry, gender, or against qualified persons with disabilities.
- 14.2 Lemon Tree Condominium is committed to following the state and federal law regarding all requirements of the Fair Housing Act and the American's with Disabilities Act, including but not limited to those provisions dealing with parking, pets (including service animals and assistance animals), and housing, and does not discriminate based on race, sex, religion, color, national origin, disability, source of income or familial status. Lemon Tree shall make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person suffering from a disability equal opportunity to use and enjoy a unit, or shall permit the disabled person the opportunity to make reasonable modifications to their unit or the common area so as to have equal opportunity and access to condominium amenities. If there is any conflict between state or federal law and the Lemon Tree Covenants, Conditions and Restrictions, or its Bylaws or Rules, Lemon Tree will follow the provisions of the state and federal law.

### ARTICLE 15 INCORPORATED ASSOCIATION

- 15.1 Section 9.1 of the Enabling Declaration shall be amended to replace the word "*unincorporated*" with the word "*incorporated*." The section shall begin as follows: "The person or entities who are at the time of reference the Unit Owners constitute an *incorporated* association. . ."

**ARTICLE 16**  
**ARTICLES OR SECTIONS DELETED**  
**FROM THE ENABLING DECLARATION**

16.1 The following Articles, Sections or enumerated language of the Enabling Declaration of Lemon Tree Condominium are hereby repealed and deleted from the Enabling Declaration:

- (A) In Section 9.3.9 the following language is hereby deleted: "provided that it shall make no settlement which results in a liability against the management committee, the association, or the property in excess of \$5,000 without prior approval of a majority of Unit owners."
- (B) In Section 15.5 the phrase "or deed (or assignment) in lieu of foreclosure", is hereby repealed and deleted from the Enabling Declaration.
- (C) Article 20 (Combination of Units) is hereby repealed and deleted from the Enabling Declaration.
- (D) Section 22.6 is hereby repealed and deleted from the Enabling Declaration.
- (E) Article 25 of the Enabling Declaration shall be amended to delete the following language:

"Notice to the Board shall be addressed to: Richard A. Higgins, Board, Lemon Tree Condominiums, 431 South 300 East, Salt Lake City, UT 84111."

The following language shall be inserted in place thereof:

"Notice to the Board shall be addressed to: Lemon Tree Association, P. O. Box 2, Centerville, UT 84014.

- (F) Article 28 is hereby repealed and deleted from the Enabling Declaration.

**ARTICLE 17**  
**OWNERS TO SERVE ON BOARD**

16.2 Section 9.2 of the Enabling Declaration is hereby modified by deleting the following language: "who need not be unit owners." Only Unit Owners may serve on the Board of Directors of Lemon Tree Association.

**ARTICLE 17  
AMENDMENTS**

- 17.1 Article 21 of the Enabling Declaration and Article 10 of the Bylaws are hereby repealed and replaced by the following: "The Bylaws and the Enabling Declaration, and any amendments to the Bylaws and Enabling Declaration, may be amended with or without a meeting of the Unit Owners by the affirmative vote of at least sixty-seven percent (67%) of the Unit Owners. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the president of the Association certifying that the vote required by this Article has occurred."

**ARTICLE 18  
BOARD AND MANAGEMENT COMMITTEE**

- 18.1 The terms "management committee", "board", "board of directors", or any similar term used in the Enabling Declaration, in this Amended Declaration, or in the Amendments to Bylaws, are used interchangeably to refer to that body or entity charged with the duty and responsibility of managing Lemon Tree Association, a Utah non-profit corporation.

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**AMENDMENTS TO BYLAWS**

The following Bylaws of Lemon Tree Association, as contained in Exhibit "D" to the Enabling Declaration, are hereby amended as follows:

**ARTICLE 19  
BOARD OF DIRECTORS LIMITED TO UNIT OWNERS**

- 19.1 The Board of Directors of Lemon Tree shall consist of 3 members who shall be elected or otherwise appointed from those residents of Lemon Tree who are current Unit owners.

**ARTICLE 20  
MEETINGS OF THE ASSOCIATION**

- 20.1 The first sentence of Section 3.2 of the Bylaws shall be amended and replaced as follows:

"There shall be an annual meeting of the association on the third Thursday of May at 7:00 p.m. at the property or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice by the management committee delivered to the unit owners not less than fifteen (15) days prior to the date fixed for said meeting."

**ARTICLE 21**  
**AUDITED STATEMENT NOT REQUIRED; AUDIT BY CPA NOT REQUIRED**

- 21.1 Section 3.2 (ii) of the Bylaws shall be amended to remove the word "audited" from the section. It shall read: "a statement of the common expense itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each Unit owner." Paragraph 8.2 is hereby deleted from the Bylaws thereby deleting the requirement for an annual audit by a certified public accountant.

**CERTIFICATION**

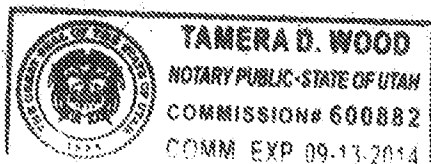
It is hereby certified that Lemon Tree Association Condominium Unit Owners holding at least than seventy-five percent (75%) of the undivided ownership interest in the common areas and facilities have voted to approve this Amended Declaration and have signed an instrument wherein they acknowledge their consent to amend the Enabling Declaration and Bylaws of Lemon Tree Condominium.

IN WITNESS WHEREOF, this 4th day of November, 2010-2011 *W*

By: *Shelly Pierce*  
President

STATE OF UTAH                    )  
  :SS.  
COUNTY OF DAVIS            )

On this 4th day of November, 2010<sup>sw</sup>, personally appeared before me *Shelly*  
*Pierce* who, being by me duly sworn, did say that he/she is President of the Lemon Tree  
Condominium 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.



*Tamera D. Wood*  
Notary Public



## Exhibit "A"

### Legal Description of Units

LEMON TREE CONDOMINIUM PROJECT, BOUNTIFUL CITY, DAVIS COUNTY, UTAH

BUILDING 1, Units 1 through 6, (Land Serial Numbers: 13-018-0001 through 13-018-0006)

BUILDING 2, Units 7 through 10, (Land Serial Numbers:13-018-0007 through 13-018-0010)

BUILDING 3, Units 11 through 14, (Land Serial Numbers:13-018-0011 through 13-018-0014)

BUILDING 4, Units 15 through 18, (Land Serial Numbers:13-018-0015 through 13-018-0018)

BUILDING 5, Units 19 through 22, (Land Serial Numbers:13-018-0019 through 13-018-0022)

BUILDING 6, Units 23 through 26, (Land Serial Numbers:13-018-0023 through 13-018-0026)

BUILDING 7, Units 27 through 30, (Land Serial Numbers:13-018-0027 through 13-018-0030)

Exhibit "B"

# Lemon Tree Condominium

## Pet Ownership Agreement

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Unit Address: \_\_\_\_\_

The above named Unit owner(s) agree to abide by the Lemon Tree Declaration, Bylaws and Rules and Regulations relating to pets and to honor the following provisions while maintaining a pet at Lemon Tree Condominium.

1. The pet will not disturb the other residents of the condominiums by creating an unacceptable level of noise or by creating any offensive odors.
2. The pet will not defecate on, do damage to, or in any way disturb, the common areas of the condominiums.
3. The pet will remain inside the resident's Unit at all times it is at the condominiums unless it is on a leash and in the presence of the Unit owner or agent of a Unit owner.
4. The pet will never be allowed to freely roam in the common areas of the condominium.
5. The resident will provide a litter box for the pet inside the Unit where the pet resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
6. Whenever the pet is on the common areas of the condominiums, it shall be either carried by the resident or on a leash no longer than 10 feet long.
7. The resident understands that the Board reserves the right to require removal of any pet if it receives complaints about the pet and the Board determines, in its sole discretion, that the complaints are valid.
8. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the pet remains in a Unit after its removal has been required by the Board.

Signed by: \_\_\_\_\_

Unit Owner

Description of Pet (type, size, color): \_\_\_\_\_

Approval by Board: \_\_\_\_\_ Date: \_\_\_\_\_

Exhibit "C"  
Lemon Tree Condominium  
**MAINTENANCE CHART**

The following chart sets forth the division of responsibility for maintenance and repair of property between the Lemon Tree Association and Lemon Tree Unit Owners.

	EXTERIOR	HOA	OWNER
1	Maintenance, repair, replace, and/or paint the roof and siding.	X	
2	Maintenance, replace and repair of exterior brickwork and chimneys.	X	
3	Maintenance, replace and repair of front steps and sidewalk	X	
4	Maintenance, replace and repair of concrete foundations and entrees.	X	
5	Maintenance, replace and repair of patio and deck floor support structures.	X	
6	Maintenance, replace and repair of original fences.	X	
7	Maintenance, replace and repair of rain gutters and down spouts.	X	
8	Maintenance, replace and repair of unit owner added or modified fences.		X
9	Replacement, maintenance and repair of window wells and window well covers.	X	
10	Maintenance, replace and repair of patios, decks & balconies and other authorized modifications.	X	
11	Replacement, maintenance and repair of doors, hinges, frames, thresholds, locks, doorbells and chimes.		X
12	Replacement, maintenance and repair of carport floors and storage doors.	X	
13	Replacement, maintenance and repair of windows, sliding glass doors, screens and frames.		X
14	Replacement, maintenance and repair of all lights attached to the exterior walls.	X	
15	Maintenance of gas and electricity connections from the meters to the unit.	X	
16	Maintenance of water system from the outside entry through the foundation throughout the unit. This includes the outside faucets and hose bibs. Any damage caused by this portion of the water system is the liability of unit owner.	X	
17	Replacement and repairs to outside water spigots and bibs.	X	
18	Replacement, repair and maintenance of phone lines, TV cables, air conditioning, heat pumps.		X
19	Unit owner improvements: skylights, solar panels, windows, awnings, attic vents and similar items.		X
20	(for future use)		

	INTERIOR	HOA	OWNER
21	All interior painting, decorations and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and intercom, telephone, and computer networks.		X
22	Maintenance, cleaning and repair of interior fireplace, including any electrical modifications		X
23	Maintenance, cleaning and repair of venting and chimneys.	X	
24	Maintenance, repair and replacement of the electrical system from the city electric meter to the breaker panel.	X	
25	Maintenance, repair and replacement of the electrical system from the breaker panel to all interior outlets, including switches and light fixtures.		X
26	Maintenance, repair and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves.		X
27	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal unit settling.	X	
28	Repairs of damage resulting from static water or seepage of water from any underground source including water and sprinkler system failures.	X	
29	Repairs of damage resulting from surface water.	X	
30	Repairs of damage resulting from static water or seepage of water from water and sprinkler system failures.	X	

	GROUNDS	HOA	OWNER
31	Lawn, flowers, trees and shrubs in the common areas.	X	
32	Lawn, flowers, trees and shrubs in limited common areas.	X	
33	Lawn watering system.	X	
34	Snow removal: (front porch & steps, sidewalks to front door)	X	
35	Snow removal. (Roadways, parking areas, sidewalks)	X	
36	Roadways, parking lots, curbs and gutters, sidewalks and steps.	X	
37	Watering system for limited common areas (with approval of the Grounds Committee).	X	

	OTHER	HOA	OWNER
38	Garbage collection.	X	
39	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each unit.	X	
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