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E# 2843879 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
23-Feb-17 02:57 PM FEE \$137.00 DEP JK
REC FOR: HELGESEN HOUTZ & JONES
ELECTRONICALLY RECORDED

AMENDMENT
TO THE
COVENANTS, CONDITIONS & RESTRICTIONS
OF
COUNTRY HILLS MANOR CONDOMINIUM

JANUARY 2017

**AMENDMENT
TO THE
COVENANTS, CONDITIONS & RESTRICIONS
OF
COUNTRY HILLS MANOR CONDOMINIUM**

This Amendment to the Declaration of Covenants, Conditions & Restrictions and Reservations of Easements for Country Hills Manor Condominium ("Amendment") is made and approved by the unit owners of Country Hills Manor Condominium ("Country Hills") on the date shown below after being voted on and approved by the unit owners in accordance with the Governing Documents (as defined below) of Country Hills.

RECITALS

WHEREAS, Country Hills was created pursuant to the Declaration of Covenants, Conditions, and Restrictions for Country Hills, dated July 18, 1966 ("Enabling Declaration"), and recorded in the Recorders office of Weber County, Utah. Subsequent to the filing of the Enabling Declaration there have been various amendments thereto; and

WHEREAS, Country Hills amended the Enabling Declaration and adopted an Amended and Restated Declaration of Covenants, Conditions, and Restrictions, dated August 13, 2004 ("Restated Declaration") which document was recorded in the Recorders office of Weber County, Utah on August 13, 2004, as entry number 2050155; and

WHEREAS, Country Hills Manor Condominium Homeowners Association, Inc. ("Association") is responsible for the enforcement of the provisions of the Enabling Declaration, the Restated Declaration, and the Association's Bylaws, and any amendments thereto (collectively referred to as the "Governing Documents").

NOW THEREFORE, the owners of the units at Country Hills do hereby adopt this Amended Declaration as a restrictive covenant against Country Hills Manor Condominium located in Weber County, Utah, which real property is more fully described on Exhibit "A" attached hereto.

This Amendment shall become effective upon recording and shall be controlling in the event of a conflict between this Declaration and any provisions of the Governing Documents. The terms used herein shall have the same meaning as defined in the Restated Declaration.

AMENDMENT

**ARTICLE I
ANIMAL RESTRICTIONS**

Article 14 of the Restated Declaration, titled "Animal Restrictions," is hereby repealed and replaced with the following:

- 1.1 A total of two dogs or cats per unit may be allowed at Country Hills, but only after unit owner agrees to abide by the provisions set forth herein.
- 1.2 The management committee is authorized to require the removal of any dog or cat if, at any time, the owner or resident of the unit where the dog or cat resides fails to live up to the representations made in the Pet Agreement or if the owner or resident fails to execute a Pet Agreement.
- 1.3 No dog or cat may be kept in any unit or in the Common Areas or Limited Common Area unless the owner of the unit where the dog or cat will be kept first submits a Pet Agreement to the management committee and the Pet Agreement is signed by the owner and the management committee. The final decision regarding whether the dog or cat may be kept within Country Hills is retained by the management committee. The management committee has the right to refuse to permit an owner bring a dog or cat into Country Hills if it reasonably determines the animal could be a nuisance or potentially harmful to people or property. Reptiles, farm animals and fowl, such as ducks, chickens and pigeons are prohibited from Country Hills.
- 1.4 The Country Hills Pet Agreement may be obtained from the management committee and shall contain substantially the following language:
 - (a) The dog or cat will not disturb other residents at Country Hills by creating an unacceptable level of noise, by acting in a threatening manner, or by creating offensive odors. An unacceptable level of noise or smell is any noise or smell created by a dog or cat, either inside a unit or in the Common Area or Limited Common Area, that can be heard or smelled in another unit or in the Common Area or Limited Common Area.
 - (b) The dog or cat will not defecate on, do damage to, or in any way disturb the Country Hills Common Areas. If a dog or cat defecates in the Common Area or Limited Common Area the dog or cat owner shall immediately pick up the droppings, place them in a tightly secured plastic bag, and place them in the garbage.
 - (c) The dog or cat will remain inside the resident's unit at all times it is at Country Hills unless it is on a leash (no longer than 10 feet) and in the presence of the unit

owner, tenant, guest, resident or agent of a unit owner.

- (d) The dog or cat will never be allowed to freely roam in the Country Hills Common Areas.
 - (e) A cat owner, unit owner, tenant or applicant will provide a litter box for a cat inside the unit where cat resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
 - (f) No dog or cat may be left unattended on a patio or tied to any fixed item and left unattended.
 - (g) The dog or cat owner, unit owner, tenant or applicant agrees that the management committee has the right to require removal of any animal if it receives complaints about the animal and the management committee determines, in its sole discretion, after a hearing, that the complaints are valid.
 - (h) The dog or cat owner, unit owner, tenant or applicant agrees that they will pay liquidated damages of \$15 to \$50 per day (as determined by the management committee for each day the dog or cat remains in a unit after its removal has been required by the management committee.)
 - (i) Any damages caused by an animal to the Common Area will be the responsibility of the animal's owner, unit owner, tenant or applicant.
 - (j) Dogs and cats shall be properly licensed and have current shots in accordance with Ogden City Ordinances. A copy of this information shall be made available to the management committee within 24 hours of request. Feeding, caring for, or otherwise aiding unlicensed or stray animals is prohibited.
 - (k) The management committee shall not be responsible for loss or liability of any kind whatsoever arising from or growing out of having any dog or cat in the Common Areas or within the community, including flowerbeds, grass areas, and shrubbery. Any damages caused by a pet will be the responsibility of the unit owner.
 - (l) No dog or cat shall be kept, bred or used for any commercial purposes.
 - (m) Dog and cat owners shall indemnify the management committee and the Association and hold them harmless against loss or liability of any kind arising from their pet's actions.
- 1.5 Should Country Hills or its management committee retain legal counsel to enforce any provision of this Amendment, with or without the filing of legal process, the violating unit owner, tenant, pet owner or resident shall be liable for all costs and expenses

unit owner, tenant, pet owner or resident shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred in enforcing this Amendment.

CERTIFICATION

It is hereby certified that condominium unit owners holding more than 67% of the undivided Ownership interest in the Common Areas and facilities have voted to approve these amendments.

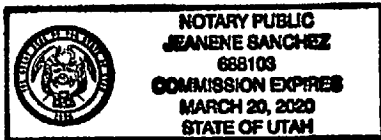
IN WITNESS WHEREOF this 23 day of February, 2017.

Country Hills Manor Condominium Homeowners Association, Inc.

By Rachelle Dennis
President

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On this 23 day of February, 2017, personally appeared before me Rachelle Dennis who, being by me duly sworn, did say that (s)he is President of the Country Hills Manor Condominium management committee and that the within and foregoing instrument was signed in behalf of Country Hills Manor Condominium Homeowners Association, Inc. and (s)he duly acknowledged to me (s)he executed the same.



Jeanene Sanchez
Notary Public

EXHIBIT "A"**Legal Description of Units in Country Hills Manor**

The following buildings and units in Country Hills Manor Condominium Phase No. 1, Ogden City, Weber County, Utah. 06-079-0001 through 06-079-0028.

<u>Building</u>	<u>Unit#</u>
A	1-6
B	7-14
C	15-20
D	21-28

The following buildings and units in Country Hills Manor Condominium Phase No. 2, Ogden City, Weber County, Utah. 06-124-0001 through 06-124-0040.

<u>Building</u>	<u>Unit #</u>
E	29-36
F	37-44
G	45-51
H	52-60
I	61-68

The following buildings and units in Country Hills Manor Condominium Phase No. 3, Ogden City, Weber County, Utah. 06-128-0001 through 06-128-0017.

<u>Building</u>	<u>Unit #</u>
J	69-78
K	79-85

The following buildings and units in Country Hills Manor Condominium Phase No. 4, Ogden City, Weber County, Utah. 06-132-0001 through 06-132-0033.

<u>Building</u>	<u>Unit #</u>
L	86-92
M	93-104
N	105-111
O	112-118