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LEANN H KILTS, WEBER COUNTY RECORDER  
11-OCT-19 954 AM FEE \$40.00 DEP ZG  
REC FOR: WILLOWOOD CONDOMINIUMS

When Recorded Return To:

**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR WILLOWOOD CONDOMINIUMS**

This Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions for Willowood Condominiums (hereinafter "Fourth Amendment") hereby amends that certain Declaration of Covenants, Conditions, and Restrictions for Willowood Condominiums recorded in the Weber County Recorder's Office on March 10, 1998, as Entry No. 1527163, as amended, ("Enabling Declaration"), and is hereby adopted by the Management Committee for Willowood Condominium Owners Association, Inc. ("Association"), for and on behalf of its members, and made effective as of the date recorded in the Weber Recorder's Office.

**RECITALS:**

A. This Fourth Amendment affects and concerns the real property located in Weber County, Utah and more particularly described as follows:

UNITS 1-14, WILLOWOOD CONDOMINIUMS, OGDEN CITY, WEBER COUNTY, UTAH.

Tax I.D. Nos. 11-225-0001 through 11-255-0014

B. On or about March 10, 1998, a Plat map of Willowood Condominium depicting the project was recorded in the Weber County Recorder's Office as Entry No. 1527162.

C. On or about March 10, 1998, a Declaration of Covenants, Conditions, and Restrictions for Willowood Condominiums was recorded in the Weber County Recorder's Office as Entry No. 1527163 (hereinafter the "Enabling Declaration").

D. On or about March 19, 2007, an Amendment to Willowood Condominium Owners Association recorded in the Weber County Recorder's Office as Entry No. 2249434 (hereinafter the "First Amendment").

E. On or about July 12, 2007, an Amendment to Willowood Condominium Owners Association recorded in the Weber County Recorder's Office as Entry No. 2277391 (hereinafter the "Second Amendment").

F. On or about January 28, 2008, an Amendment to Willowood Condominium Owners Association recorded in the Weber County Recorder's Office as Entry No. 2318062 (hereinafter "Third Amendment").

## CERTIFICATION

By signing below, the Board certifies that it has obtained the approval or written consent of Owners representing at least sixty-seven percent (67%) of the total allocated interest in the Common Areas and facilities, as required by ¶ 26 of the Enabling Declaration, approving and consenting to the recording of this Fourth Amendment.

NOW, THEREFORE, pursuant to the foregoing, the Management Committee of the Association hereby makes and executes this Fourth Amendment, which shall be effective as of its recording date.

## COVENANTS, CONDITIONS AND RESTRICTIONS

1. Recitals. The above Recitals are incorporated herein by reference and made a part hereof.
2. No Other Changes. Except as otherwise expressly provided in this Fourth Amendment, the Enabling Declaration and subsequent amendments remain in full force and effect without modification.
3. Authorization. The individuals signing for the entity make the following representations: (i) he/she has read the Fourth Amendment, (ii) he/she has authority to act for the entity designated below, and (iii) he/she shall execute the Fourth Amendment acting in said capacity.
4. Conflicts. In the case of any conflict between the provisions of this Fourth Amendment and the provisions of the Enabling Declaration or any amendments, the provisions of this Fourth Amendment shall in all respects govern and control. In the case of any existing provision with the Enabling Declaration, or prior amendments that could be interpreted as prohibiting the modifications set forth in this Fourth Amendment, such provision is hereby modified in order to accomplish the purpose and intent of this Fourth Amendment.

## AMENDMENTS

5. Article 9 in the Enabling Declaration is hereby deleted in its entirety and replaced with the following Article 9:
9. Agent for Service of Process. The address of the initial registered agent of the Association is:

Kristi Spencer  
K & J Management Services, LLC  
5730 South 1475 East, Suite 200  
South Ogden, Utah 84403

6. Article 12 in the Enabling Declaration is hereby deleted in its entirety and replaced with the following Article 12:

12. Management. The affairs of the Association shall be managed by a Management Committee composed of three (3) individuals. Members of the Management Committee shall serve for a term of two years; provided, however, that at the first election of members of the Management Committee following the recordation of this Fourth Amendment, the member of the Management Committee shall identify one of the three members of the Board to serve for a one-year term. The other two members shall serve for a two-year term. Thereafter, all members elected each year shall serve for a two-year term. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal.

7. Article 13 in the Enabling Declaration is hereby deleted in its entirety.

8. Article 17 in the Enabling Declaration is hereby deleted in its entirety and replaced with the following Article 17:

17.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

- (1) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
- (2) "Unit Damage" means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.
- (3) "Unit Damage Percentage" means the percentage of total damage resulting in covered loss that is attributable to Unit Damage.

17.2 Property Insurance.

(a) Blanket Policy of Property Insurance. The Association shall maintain a limited blanket policy of property insurance covering all Common Areas, Common Areas, Buildings and Units.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

(2) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(3) A blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

(4) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available (ii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of one million dollars (\$1,000,000) or the insurable value of the building containing the equipment.

(a) Owner Responsibility for Payment. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- (1) The Association's policy provides primary insurance coverage;
- (2) The Owner is responsible for the Association's policy deductible;
- (3) The Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

(4) An Owner who owns a Unit has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying the Unit Damage Percentage for that Unit to the amount of the deductible under the Association's property insurance policy.

(5) If an Owner does not pay the amount required under this Article within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

(a) Earthquake Insurance. The Association may, if approved by a majority of Owners, purchase earthquake insurance.

(b) Flood Insurance. If the Property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover

water and flooding perils not otherwise covered by blanket property insurance.

(c) Property Insurance Deductible. The Association shall keep in an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(d) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

(e) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation) for the Association's policy deductible and of any change in the amount of the deductible. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

17.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area, Limited Common Areas or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. All claims shall be paid to the Association for deposit from the insurance company. Thereafter, the Association will disburse any required proceeds to the relevant Owner.

17.4 Director's and Officer's Insurance. The Association may obtain Directors' and Officers' liability insurance protecting the Management Committee, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;

(c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and

(d) Provide coverage for defamation. In the discretion of the Management Committee of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

17.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds.

17.6 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

17.7 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

17.8 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

17.9 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INDEPENDENT INSURANCE AGENT.**

9. Article 18 in the Enabling Declaration and Article 2.1 in the Second Amendment are hereby deleted in their entirety and replaced with the following Article 18:

18.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

18.2 Due Date, Charges & Interest. Unless otherwise established by the Management Committee, monthly assessments shall be due and payable on the first of each month and late if not received by the 10<sup>th</sup> of each month. The Management Committee may charge a late fee in an amount set by the Management Committee, but not to exceed \$50, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Management Committee may also impose other reasonable charges imposed by a Manager or attorney related to collections.

18.3 Lien. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

18.4 Foreclosure. The Association shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Unit not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

18.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Unit(s), and/or other obligees jointly and severally.

18.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit, the amount of any assessment that is more than sixty (60) days past due.

18.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Unit(s).

18.8 Appointment of Trustee. The Association hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8a-402 to Burt R. Willie, Esq., a licensed member of the Utah State Bar, with power of sale, the Unit and all Improvements to the Unit or Unit for the purpose of securing payment of assessments under the terms of this Declaration.

18.9 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his/her account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Unit Owner's sale of his/her Unit, the Association may charge a fee not to exceed \$50.

18.10 Reserve Fund Account Creation. The Management Committee shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Management Committee shall cause an assessment to be made against all Owners in an amount sufficient, within the Management Committee's discretion, to fund the reserve account.

18.11 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Unit for a violation of the terms and conditions of the Governing Documents in an amount set by the Management Committee.

18.12 Budget. The Management Committee is authorized and required to adopt a budget for each fiscal year. The adopted budget shall be presented to the Owners at or before each annual meeting.



18.13 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit, the amount of any assessment that is more than sixty (60) days past due.

10. Section 1 of the First Amendment and Article 1 of the Third Amendment are hereby deleted in their entirety and replaced with the following Article 32 Rental Restrictions:

32. Declaration and Rules Governing Non-Owner-Occupied Units:

Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Unit shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

- (a) Restriction on Leasing and Non-Owner Occupancy. The number of non-owner occupied units shall be no more than five (5).
- (b) Daily, weekly or monthly occupation by non-Owner occupants is prohibited (whether pay or not.)
- (c) The Owner(s) of a Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Management Committee, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Management Committee, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner is accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as Attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending Non-Owner occupant.
- (d) Exempt Non-Owner Occupied Units. In addition to the allowed five (5) rental units, the following Units may be non-Owner-occupied Units:
  - (i) An Owner in the military for the period of the Owner's deployment.
  - (ii) A Unit occupied by an Owner's parent, child, or sibling.

(iii) An Owner whose employer has relocated the Owner for less than two years.

(iv) A Unit owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:

- a. The estate of a current resident of the Unit; or
- b. The parent, child, or sibling of the current resident of the Unit.

(v) A Unit whose Owner (i) moves due to temporary (three years or less) humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Unit when the service has concluded.

(e) Permitted Rules. The Management Committee may adopt Rules requiring:

- (i) Reporting and procedural requirement related to non-Owner occupied Units and the occupants of those Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and
- (ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration, including, but not limited to imposing the maximum fine amount permitted by the Act for violation of the rental restrictions and discontinuing water service for failure to pay the fines.

(f) Tenant Selection. It shall be landlord's sole responsible to properly screen and select tenants, which selection process shall, as allowed by Federal or State law, include at least the following categories.

- False Information. Provides false information to the landlord on the Application or otherwise.
- Convictions. Have been convicted of multiple (more than one) drug or alcohol related crimes in the past four years. Any crime related property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past four years.
- Sex Offender Registry. Appear on the sex offender registry and it is within four years of the date of conviction. Landlords leasing to a sex offender(s) whose conviction is over 4 years old must comply with UCA 77-27-21.7 related to "Protected Areas."

- Controlled Substance. Have been convicted of distribution of a controlled substance within the past four years.
- Probation and/or Parole. Are on court or Board of Pardons-ordered probation or parole for one of the disqualifying offenses listed above.

The landlord shall attest to the Management Committee that the above criteria were reviewed by the landlord prior to commencement of any permitted lease.

11. Section 1.2 of the Amendment dated 7/12/2007 is amended to remove the weight requirement of pets.

WILLOWWOOD CONDOMINIUM OWNERS ASSOCIATION INC.

By: Jace Cairns

[Signature]

Its: Management Committee Member

STATE OF UTAH )

: ss

COUNTY OF Weber

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2019, Jace Cairns, who by me being duly sworn, did say that (s)he is a Management Committee Member of Willowwood Condominium Owners Association, Inc

[Signature]  
Notary Public

