

WHEN RECORDED RETURN TO:

James R. Blakesley
Attorney at Law
2595 East 3300 South
Salt Lake City, UT 84109 Tax ID:
Phone: (801) 485-1555 03-104-0001 thru 0051
jim@blakesleylaw.com

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
07/27/2017 01:31 PM
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DEP RTT REC'D FOR CONTINENTAL TOWN
HOUSE CONDO HO

**AMENDMENT TO CONTINENTAL TOWNHOUSE CONDOMINIUM AMENDED
AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, AND BY LAWS**

This Amendment to Continental Townhouse Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, and By Laws is made and executed by the Continental Townhouse Homeowners Association, Inc., a Utah nonprofit corporation, of 113 East 1825 North, Centerville, UT 84014 (the "Association").

RECITALS

A. The Continental Townhouse Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, and By Laws was recorded in the office of the County Recorder of Davis County, Utah on November 4, 1999 as Entry No. 1556752 in Book 2578 at Page 1031 of the official records (the "Declaration").

B. The Association is the Managing Agent of the real property located in Davis County, Utah, described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference (the "Property").

C. The Property is subject to the Declaration.

D. All of the voting requirements to amend the Declaration have been satisfied.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the Property and the owners thereof, the Association hereby executes this Amendment to Continental Townhouse Condominium Amended and Restated Declaration of Covenants, Conditions and Restrictions, and By Laws.

1. Article 4 of the Declaration is hereby amended to add the follow (new) subsection:

(t) Smoking. This is and shall be a smoke free Project. Smoking, including by way of illustration but not limitation cigarettes, cigars, little cigars, cigarillos, pipes, tobacco, electronic cigarettes, e-cigarettes, etc. (collectively "Smoking") is not allowed anywhere within the Project; that is, smoking is prohibited in or about any Building, Unit, Limited Common

Area and Common Area, including by way of illustration but not limitation any balcony, porch, stairwell, walkway, parking lot, carport or garages, or within fifty feet (50') thereof.

2. Article 22 is hereby deleted in its entirety and the following language is substituted in lieu thereof:

22. Enforcement.

(a) Should the Association be required to take action to enforce the Declaration, ByLaws or any administrative Rules and Regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the Association in addition to any other remedies available by law or equity may levy fines and individual charges or issue sanctions, and may recover its reasonable attorneys fees and costs. A schedule of fines and charges shall be established by the Management Committee. Individual Charges shall include by way of illustration but not limitation the following:

1) The cost to repair any damage to any portion of the Project on account of loss or damage caused by such Owner, his guests or invitees; or

2) The cost to satisfy any expense to any other Owner or Owners or to the Association due to any intentional or negligent act or omission of such Owner, or his guests or invitees, or resulting from a breach of any provisions of the Utah Condominium Ownership Act, Declaration of Condominium, Bylaws, Rules and Regulations (collectively "Governing Documents");

3) Administrative costs and expenses incurred by the Management Committee in enforcing the Governing Documents;

4) Any other fine, charge, fee, penalty, expense or cost designated as an Individual Charge in the Governing Documents or by the Management Committee; and

5) Attorney fees, interest, late fees and other charges relating thereto as provided in the Governing Documents.

(b) While Individual Charges are not Assessments, they may be secured by a lien against an Owner's interest in the Property upon the recording of a Notice of Lien in the office of the county recorder. The Association and Management Committee also shall have all other

remedies, both legal and equitable, described in the Governing documents available against any Owner for nonpayment of such Owner's other monetary obligations.

(c) The Management Committee may exercise its business judgment in deciding whether to impose sanctions or pursue legal action against violators and shall consider common concerns when taking or deciding not to take formal action, such as a weak legal position, conflict with current law, technical violations, minor or collateral issue, and whether or not it is in Association's best interests to pursue the matter and, if so, to what extent.

3. In the event of any conflict, incongruity or inconsistency between the provisions of the Declaration and this Amendment, the latter shall in all respects govern and control.

4. It is expressly agreed by the undersigned that this Amendment is supplemental to the Declaration, which by reference is made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment and are made a part of this Amendment as though they were expressly rewritten and included herein.

5. The effective date of this Amendment is the date it is recorded in the office of the County Recorder of Davis County, Utah.

IN WITNESS WHEREOF, the Association has executed this instrument the 25 day of July, 2017.

CONTINENTAL TOWNHOUSES HOMEOWNERS ASSOCIATION, INC.

By: Brent R. Hintze
Name: Brent R. Hintze
Title: President

ACKNOWLEDGMENT

On the 25 day of July, 2017, personally appeared before me BRENT HINTZE, who by me being duly sworn, did say that s/he is the President of the CONTINENTAL TOWNHOUSES HOMEOWNERS ASSOCIATION, INC., and that the within and foregoing instrument was signed in behalf of said Association by authority of its Declaration of Condominium, Articles of Incorporation, and a Resolution of its Board of Directors, and said HIMSELF duly acknowledged to me that said Association executed the same.

~~NOTARY PUBLIC~~

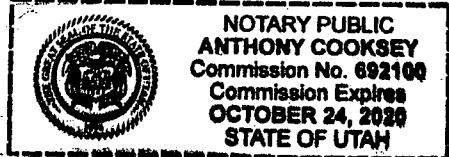


EXHIBIT "A"

LEGAL DESCRIPTION

The Property described in the foregoing document is located in Davis County, Utah and is described more particularly as follows:

All of Units 1 thru 50 Continental Townhouse Condominiums and the Common Area of Continental Townhouse Condominiums.