



W3201905

AMENDMENT
TO THE
Enabling Declaration
OF
CHERRYWOOD CONDOMINIUM

August 2021

**AMENDMENT
TO THE
ENABLING DECLARATION
OF
CHERRYWOOD CONDOMINIUM**

This Amendment to the Enabling Declaration of Cherrywood Condominium ("Amendment") is made and executed on the date shown below by the Cherrywood Homeowners Association, Inc. ("Association") after having been voted upon and approved by the Owners of the lots described in the attached Exhibit "A", which are located within the Cherrywood Condominium ("Cherrywood").

RECITALS

WHEREAS, Cherrywood Condominiums was created by the "Enabling Declaration of Cherrywood Condominiums ("Declaration"), recorded April 16, 1979, in book 1297, beginning on page 540, on the records of Weber County, Utah; and

WHEREAS, the property that is the subject of this Amendment 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

WHEREAS, the Owners of Units within Cherrywood desire to amend the Declaration to preserve and enhance the quality of life at Cherrywood; and

NOW THEREFORE, To accomplish the unit owners' objectives, the following amendment is adopted. If there is any conflict between this Amendment and any provision in the Declaration, this Amendment shall prevail. The words defined in the Declaration shall have the same meaning when used herein unless the context clearly requires a different meaning. This Amendment shall become effective upon recording. The Declaration is hereby amended to include the following Articles:

AMENDMENT

**ARTICLE I
REINVESTMENT FEE**

WHEREAS, the Board of Directors ("Board") for the Association has observed and determined that over the years an excessive amount of time and expense has been incurred by the Association in connection with the transfer of a unit within the Association from an existing owner to a new owner. Mortgage companies, real estate agents, lenders and underwriters require various forms to be filled out, completed and signed by the Association for the benefit of the

parties buying and selling units; and

WHEREAS, the Board and members of the Association have determined that a Reinvestment Fee would be appropriate and is needed for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units; and

WHEREAS, to offset the additional cost borne by the Association in connection with the upkeep and maintenance of the common area, the members of the Association have determined that a new purchaser of a unit within the Association shall be assessed a non-refundable Reinvestment Fee of \$250.

NOW THEREFORE, To accomplish the unit owners' objectives, the reinvestment fee described below is adopted.

- 1.1 The statements contained in the above Recitals are hereby incorporated.
- 1.2 The Association hereby adopts a Reinvestment Fee. The amount of the Reinvestment Fee shall be \$250. The Reinvestment Fee shall be paid by the purchaser of a unit whenever a unit is sold, transferred or conveyed to a new owner.
- 1.3 In no event shall the Reinvestment Fee exceed the amount of 0.5% of the value of the unit being transferred.
- 1.4 The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit "A", and is intended to bind successors in interest and assigns of the real property described in Exhibit "A", attached hereto.
- 1.5 The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit "A", attached hereto.
- 1.6 The duration of the Reinvestment Fee covenant is for a period of 50 years.
- 1.7 The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association's common areas and facilities and is required to benefit the common area property appurtenant to the units described in Exhibit "A", attached hereto, and to pay for association expenses as defined in UCA 57-1-46.
- 1.8 The Reinvestment Fee shall not be enforced in the following circumstances or situations:
 - (a) an involuntary transfer;
 - (b) a transfer that results from a court order;

- (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- (e) the transfer of burdened property by a financial institution, except, a financial institution shall be required to pay the Association's costs directly related to the transfer of the burdened property in an amount of \$250.

ARTICLE II BOARD MEMBER COMPENSATION

- 2.1 Notwithstanding any language to the contrary in the Declaration, Committee members shall be credited \$12.00 per hour for the time they spend fulfilling their duty as Committee members, subject to the following:
- (a) No funds shall actually be paid to the Committee members. Instead, the credit shall be used to decrease the monthly assessment that the Committee member is required to pay in the month following the month in which any credit is accrued.
 - (b) In no event shall any Committee member earn a credit of more than \$120 in any given month.

ARTICLE III PARKING MAP

- 3.1 The location of the parking spaces that are assigned to each Unit are identified on the Parking Map attached hereto as Exhibit "B". If there are any conflicts between the parking space assignments shown on the Record of Survey Map (as defined in the Declaration) and the assignments shown on the Parking Map attached as Exhibit "B", the Parking Map attached as Exhibit "B" shall control.

CERTIFICATION

It is hereby certified that this Amendment has been consented to and approved by Unit Owners representing sixty-seven (67%) or more of the Percentage Interest (as defined in the Declaration) of the unit Owners at Cherrywood. It is further certified that this Amendment has been properly adopted according to the requirements of the Cherrywood Declaration and Bylaws, and any amendments thereto.

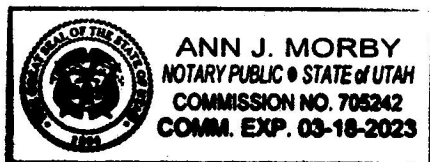
IN WITNESS WHEREOF, this 6 day of December, 2021.

CHERRYWOOD HOMEOWNERS
ASSOCIATION, INC.

By *Steve Bernman*
President

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 6 day of December, 2021, personally appeared before me
Ann J. Morby, who, being by me duly sworn, did say that (s)he is President of the
Cherrywood Homeowners Association, Inc. and that the within and foregoing document was
signed as an officer of the Association and in behalf of said Association and (s)he duly
acknowledged to me (s)he executed the same.



Ann J. Morby
Notary Public

EXHIBIT “A”

Cherrywood Legal Description

The following units in the buildings indicated, in Cherrywood Condominiums, Ogden City, Weber County, Utah.

Building	Units	Tax I.D. Numbers
A-1	1 through 2	13-159-0001 through 13-159-0002
B-1	3 through 6	13-159-0003 through 13-159-0006
B-2	7 through 10	13-159-0007 through 13-159-0010
A-2	11 through 12	13-159-0011 through 13-159-0012
A-3	13 through 14	13-159-0013 through 13-159-0014
A-4	15 through 16	13-159-0015 through 13-159-0016
B-3	17 through 20	13-159-0017 through 13-159-0020
B-4	21 through 24	13-159-0021 through 13-159-0024
A-5	25 through 26	13-159-0025 through 13-159-0026
D-1	27 through 36	13-159-0027 through 13-159-0036
C-1	37 through 40	13-159-0037 through 13-159-0040
C-2	41 through 44	13-159-0041 through 13-159-0044

EXHIBIT “B”

Parking Map

CHERRYWOOD CONDOMINIUM
 ASSIGNED PARKING STALLS
 (EAST SIDE)

