

Recorded at request of *Sharm Christensen* Fee Paid \$ *53.50*  
 Date **MAY 13 1982** at *10:00* AM CAROL DEAN PAGE Recorder Davis County  
 By *Grace Van Sweden* Deputy Book *902* Page *358*  
*County Oaks Condominiums 1, 2*

**615152**

AMENDMENT TO BY-LAWS *3, 4, 5, 6, 7-1, 7-2, 7-3, 8 - all*  
 OF COUNTRY OAKS CONDOMINIUMS

*09-093-0001 & 0049  
 09-094-0001 to 0047*

The by-laws of Country Oaks Condominiums, an association of unit owners under the Utah Condominium Ownership Act as heretofore adopted in conjunction with the declaration of covenants relating thereto on October 1, 1975 and recorded in the Davis County Recorder's office November 5, 1975 in Book 582 of Records, page 709, et seq., are hereby amended as follows:

There are hereby added to paragraph 5 of the by-laws the following numbered paragraphs:

M. All sums assessed to any unit pursuant to this section, together with interest thereon as provided herein, shall be secured by a lien on such unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such unit, except only for: (a) valid tax and special assessment liens on the unit in favor of any governmental assessing authority; and (b) encumbrances on the interest of the unit owner recorded prior to the date that notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any unit after the Declaration shall have been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

Abstracted  
 Indexed  
 Entered  
 Completed

N. To evidence a lien for sums assessed pursuant to this section, the Management Committee may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the owner of the unit and a description of the unit. Such a notice shall be signed by such body and may be recorded in the office of the County Recorder of Davis County, Utah. No notice of lien shall

be recorded until there is a delinquency in payment of the assessment. Such liens may be enforced by foreclosure by the Management Committee in the same manner in which mortgages or trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien, and all reasonable attorney's 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 Management Committee any assessments against the unit which shall become due during the period of foreclosure. The Management Committee shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

O. A release of lien shall be executed by the Management Committee and recorded in the office of the County Recorder of Davis County, Utah upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.

P. Any encumbrancer holding a lien on a unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payments such encumbrancer shall be subrogated to all rights of the Management Committee with respect to such lien, including priority.

Q. The assessing body shall report to any encumbrancer of a unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the assessing body written notice of such encumbrance.

R. In any foreclosure of a lien for assessments, the unit owner subject to the lien shall be required to pay a reasonable rental for the unit, and the Management Committee shall be entitled to the appointment of a receiver to collect the same.

S. Personal Obligation Assessments.

The amount of any annual or special assessment against any unit shall be the personal obligation of the owner thereof to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same and reasonable attorney's fees plus all costs and expenses of collection may be recovered.

T. Right to Restrict Use of Common Areas.

In addition to and not limited by any other remedy provided for herein, the Management Committee may restrict or deny the use and enjoyment of any common area or facility to any owner, his family, guests or assigns, who is delinquent in the payment of any regular or special assessment.

U. Right to Receive Rent.

If the unit owner shall, at any time, let or sublet his unit and shall default for a period of one month in the payment of assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the owner the rent due or becoming due and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or subtenant and the owner to the extent of the amount so paid.

V. Right to Collect Interest.

Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the maximum rate of interest permitted by Utah law, or at such rate of interest as may be set by the Management Committee, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.

IN WITNESS WHEREOF, these presents are executed this

12 day of MAY, 1982.

N.A. Williams  
President

Attest  
Sharm Christensen  
Secretary

STATE OF UTAH     )  
                          : ss  
COUNTY OF WEBER   )

On the 12 day of MAY, 1982, personally appeared before me N. A. WILLIAMS and SHARM CHRISTENSEN who being by me duly sworn did depose and say that they are the President and Secretary of Country Oaks Condominiums Association of Unit Owners; that the foregoing Amendments to the By-Laws of said association were adopted at the annual meeting of the unit owners held August 11, 1981 and the same were passed by the affirmative vote of at least 2/3 of the said owners.

[Signature]  
Notary Public  
Residing at

My commission expires:  
2/22/84