

**AMENDMENT TO**  
**CONDOMINIUM DECLARATION FOR HERITAGE VIEW CONDOMINIUMS**  
**AND**  
**THE BY-LAWS OF THE HERITAGE VIEW CONDOMINIUMS HOMEOWNERS**  
**ASSOCIATION LOCATED AT 995 EAST CENTER STREET PROVO, UTAH.**  
**18263**

The adoption of these amendments to the above mentioned Declaration and By-Laws will replace the paragraphs and sub-paragraphs to which they refer. The replaced paragraphs and sub-paragraphs will no longer have effect from the date of registration of these amendments by the County of Utah.

**CONDOMINIUM DECLARATION FOR HERITAGE VIEW CONDOMINIUMS**

ARTICLE V

**MAINTENANCE OF PROJECT**

5.1(b) **Damage to Units.** Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Areas or as a result of emergency repairs within another Unit shall be Common Expenses; provided, however, that if such damage is caused by the negligent or tortious acts of an Owner, member of his family, his agent, employees, invitees, licensees or tenants, then such Owner shall be responsible and liable for all such damage, which shall be considered a Special Expense. The Board of Directors shall have the right and authority to direct an Owner to immediately repair damage in an Owner's Unit when, in the Board of Directors estimation, such damage could cause damage to the Project or to adjoining Units. The Board may direct an owner to repair damages to common areas within the owner's unit caused by the negligence of the owner. In the event of an Owner failing to commence repair work within 21 days of the owner's receipt of the Board's direction for the repair work to commence, the Owner may be fined by the Board up to \$200 for each week the damage is left unrepaired.

ARTICLE VI

**ASSESSMENTS**

6.5 **Special Assessments.** Special Assessments may be levied by the Board of Directors against particular Owners for the payment of Special Expenses; or for the payment of fines levied against Owners by the Board of Directors, for violation by an Owner, a member of his family, his agent, employees, invitees, licensees or tenants, of the Condominium Declaration for

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RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1996 FEB 23 9:15 AM FEE 37.00 BY AC  
RECORDED FOR HERITAGE VIEW CONDO HOMEOWN

Heritage View Condominiums, and the By-laws and By-Laws amendments of the Heritage View Condominiums Homeowners Association.

Such Special Assessments shall be due and payable to the Association upon demand. Any owner which is levied with a special assessment shall have the right to request a hearing in front of the Board of Directors within 10 days of the owner's receipt of the written notice of the special assessment. The written notice is to specify the reason for the proposed Special Assessment. Upon a timely request from an Owner for a hearing the Board of Directors must convene a hearing within 14 days of the Owner's request. The exact date, time and place of the hearing will be set by the Board of Directors. If an Owner fails to request a hearing within 10 days the Board of Directors will levy the Special Assessment and no further opportunity for a hearing by the Owner will be allowed.

**6.6 Remedies for Non-payment.** Should a Unit Owner fail to pay his share of the Common Expenses when due, the delinquent payment/s shall bear interest at the rate of eighteen (18) percent per annum and the Association may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Assessments. Regardless of the terms of any agreement to the contrary, liability for the collection of Common Assessments shall be joint and several, and any remedy for the collection of such assessments may be enforced against an Owner. Unless advised otherwise by the Board all assessments and payments are due on the first day of each month. All payments must be received by the Board or its authorized representatives no later than close of business (5pm) on the tenth (10th) day of the month the payment is due. All payments received after this time and date, and all non-payments will incur a fine of \$50 per delinquent unit. Delinquent Owners will incur additional fines at the rate of \$50 per unit for each month the delinquent Owner fails to pay his expenses by the due date, the first day of each month. The Board of Directors is to place a lien on a delinquent Owner's unit when the Owner's payment is 30 days past the due date for Common and Special Assessments.

## ARTICLE XI

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### RESTRICTIONS

**11.1 Residential Use.** Each unit may be occupied and used by its Owner only as a single family residence as defined by Provo City Ordinances for the Owner, his family, tenants and social guests, or for such commercial purposes as may be allowed by the respective zoning laws then in effect which govern the property upon which the Project is located. The project is located in a R3 zoned area. R3 permits no more than 3 unrelated persons to occupy a unit. All Owners should monitor the R3 zoning requirement in relation to their units to ensure that Provo City Zoning regulations are not contravened. Owners found to be contravening Provo City Zoning Regulations, and contravening this By-law, will be fined \$500.00. Delinquent Owners will also lose the right to use the Common Area car stalls until the fine is paid.

**11.3 Improper Activities.** No immoral, improper, unlawful or offensive activities shall be carried on in any unit, upon the Common Areas, or upon the Common Area car stalls area, nor

shall anything be done which may be or become an annoyance or nuisance to the Owners or tenants. No Owner shall store any dangerous explosives or inflammable materials either in his Unit or upon the Common Areas, or permit anything to be done or keep or permit to be kept in his Unit or on the Common Areas anything that will increase the rate of insurance on the Project. Offensive Smoke. Due to the common air venting in both buildings of the Project, smoke and other offensive or annoying smells may travel under the buildings and penetrate other units. Owners of units identified as emitters of smoke or other annoying substances or smells must cause this activity to cease within ten (10) days of receipt of notification in writing by the Board of Directors. A fine of \$200 will be levied by the Board of Directors if the Owner does not cease the annoyance. A further fine of \$200 each month will be levied until the annoyance ceases. The common air vents must not be closed or blocked.

The following items must be conducted as stated. Garbage. All wet garbage and pet soilings must be placed in a plastic bag and the bag tied prior to it being placed in the garbage dumpster. A \$10 fine will be levied against the unit owner for each bag of garbage or pet soilings that is discarded without first being wrapped and sealed in a plastic bag. Noise.

Any continuous, regular or loud noise, at any time of the day or night, which disturbs normal conversation, or which disturbs sleep, will be considered an offense. A fine of \$20 may be levied against the owner of the unit. Vehicle Repair. Before any vehicle repair is commenced, the prior approval for repair must be obtained from the Association's management.

If approval is given the maximum time allowed for the repair is two (2) hours. If this regulation is ignored a fine of \$50 will be levied against the owner of the offending unit; and the vehicle will be towed off the Project at the expense of the vehicle's owner. The vehicle will also be banned from entering the Common Area Car stalls for 30 days. If the offending vehicle enters the Common Area Car stalls during the first ban period, a further ban of 60 days will be applied. If the offending vehicle enters the Common Area Car stalls a third time while under a ban, the vehicle will be permanently banned from entering the Association's grounds. If found on the grounds during a ban the vehicle will be towed at the vehicle owner's expense. Clean up of oil and other spills will be contracted to an external contractor and the Owner of the unit charged for this service. Bicycle Parking. Parking of bicycles outside unit doors is prohibited. A fine of \$10 will be levied against the owner of the unit. Bicycles must be parked in the racks provided. Bicycle riding. Riding of bicycles on the Common Area walkway (alongside unit door ways) is prohibited. A fine of \$10 will be levied against the Owners of offending unit.

Items on the Common Area Walkway. The only items that may be placed outside unit doors are items of beautification, such as potted plants, flowers etc. There will be a \$20 fine levied against the Owners of offending units.

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Cleanliness. Owners or tenants must ensure they sweep and keep clean the area immediately outside their unit door. A fine of \$10 will be levied against Owners where cigarette butts and normal standards of cleanliness is not maintained. Cleanliness of tree boxes. The concrete tree boxes between the car stalls must not be used for the discarding of rubbish or cigarette butts. A fine of \$10 will be levied against the relevant Owner or tenant when this By-law is observed to be broken. Oil Spillage. Owners are responsible for cleaning up oil spills left by vehicles parked in their allocated parking stalls. Failure of an owner to clean up oil spills after the receipt of 10 day's written notice to clean up the parking stall/s by the Board of Directors will incur a \$50 fine. The Owner will be responsible for the payment of contractors

charges to clean up such oil spills in his allocated parking stalls. Snow Removal. The Association will organize pushing of snow to allow vehicles to enter and exit the Association's grounds. Owners and tenants will be responsible for clearing of snow from the walkway immediately outside their unit doors. They will also be responsible for clearing access through the snow to their individual vehicles.

11.6 Pets. No dogs are allowed in the units or on the premises of the Condominium Association. In addition, no pet which needs to enter the common area for exercise or to carry out their urinary or excreting functions are permitted to be kept in the project as household pets. Such pets as are permitted may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animals shall be kept. No more than one household pet may be kept in any unit without the written permission of the Association. No pets shall be permitted to run loose upon the Common Areas, and any Owner who causes any animal to be brought upon the Project shall indemnify and hold harmless the Association and/or the Owners from and against any loss, damage or liability which they may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. Owners who contravene this By-law, or who, after receipt of 10 days notice from the Association, fail to have persons occupying their unit conform to this By-law, will incur a fine of \$200. An additional fine of \$200 will be applied for each month the Owner fails to conform to this By-law.

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11.7 Parking. Two parking stalls shall be allocated to each unit by the Association. These parking spaces shall be considered Limited Common Area. The Association may deny use of the allocated space by the Owner when the Owner has a lien on his property and for other violations of these Articles and By-laws. There will be no parking of recreational vehicles or boats in the Project and such preclusion will be strictly enforced by the management. A violation of these parking regulations may result in the impound of offending vehicles and the owner of the vehicles will be responsible for all impound fees and charges.

11.8 Parking Permits. The Association has instituted parking permits for all Owners and tenants who live in the Project. All vehicles must display the authorized Permit. The Permit shows the vehicle license and the unit number to which a vehicle has been registered with the Association. The Permits are not interchangeable. Where appropriate the Association has issued Visitor Parking Permits. Any vehicle not displaying the authorized Permit may be towed at the vehicle owner's expense. First issue Parking Permits are provided free of charge. All vehicles may only park in the authorized Common Area parking stalls. Vehicles parking in other areas may be towed and impounded at the vehicle owner's expense. Replacement Parking Permits will have a cost of \$25.00. All owners and their tenants who live in the project are responsible for registering their vehicles with the manager and obtaining the individual vehicle's Parking Permit. All owners will be issued with a visitor's parking permit for parking in their unit's parking stalls.

11.8 Fire Extinguishers and Smoke Detectors. Each Owner is responsible for placing a serviceable fire extinguisher and two serviceable smoke detectors within his unit. Failure by the

Owner to meet this requirement will incur a \$200 fine. An additional \$200 fine will be levied for each month the Owner fails to meet this requirement.

**12.2 Remedies.** In addition to all other remedies herein contained or as may be provided by law, the Association may discontinue the furnishing of any utilities or other services to an Owner who is in default of his obligations to the Association or other Owners as set forth herein upon receipt of ten (10) days' written notice to such owner and to any Mortgagee of such Owner's unit of its intent to do so.

**12.3 Costs.** In any proceeding arising because of any alleged default by any Owner, the Association, shall be entitled to recover the costs of proceedings and reasonable attorneys' fees from such Owner. The order in which Owner's payments will be allocated is Attorneys' fees, costs of liens, fines, interest payments, expense or Common and Special Assessment payments.

## BY-LAWS OF HERITAGE VIEW CONDOMINIUMS HOMEOWNERS ASSOCIATION

### ARTICLE I

**NAME AND LOCATION.** The name of the corporation is Heritage View Condominiums homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 995 East Center Street, Provo, Utah, 84606, but meetings of members and directors may be held at such places within the State of Utah, County of Utah, as may be designated by the Board of Directors.

### ARTICLE III

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#### MEETING OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent meeting of the members shall be held annually in the same month where possible. The timing of the annual meeting shall be determined by the date of completion by a chartered accountant of the Association's books for tax reporting purposes. The time and date of the annual meeting, to be advised to each member in writing by the Board of Directors, shall be no later than 30 days from the date of receipt of the Association's books from the chartered accountant.

### ARTICLE VIII OFFICERS AND THEIR DUTIES

**Section 8. Duties.** The duties of the officers are as follows:

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; if directed to do so by the Board of Directors the treasurer will cause an audit of the Association books to be made by a public accountant at the completion of each fiscal year; any owner who requests an audit of the Association Books will be required to personally pay for the audit; an audit of the Association Books by a public accountant is to be carried out if agreed upon by a vote of a majority of the owners; and shall prepare an annual budget and a statement of income and expenditure to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

IN WITNESS WHEREOF, We, being all of the Directors of the Heritage View Condominiums Homeowners Association have hereto set our hands this 21st day of February 1996.

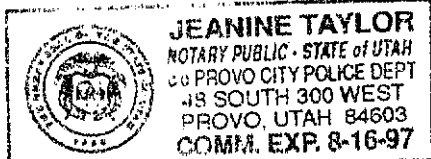
*John M. Smith*  
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*Karen Anderson Huggins*  
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*Douglas Allen Roy Sheppard*  
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STATE OF UTAH     )  
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COUNTY OF UTAH    )

Subscribed and sworn to before me, a notary Public, in and for Utah County, State of Utah, personally appeared Douglas Allen Roy Sheppard, a Director and Secretary of the Heritage View Condominium Homeowners Association, a corporation, known to me as the person and officer whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of the said Heritage View Condominiums Homeowners Association, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal this 21st day of February 1996.



*Jeanine Taylor*  
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Notary Public

Residing At:

*Provo, UT*  
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My Commission Expires:

*8-16-97*  
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