

AMENDMENT TO BYLAWS
OF
SUNBROOK CONDOMINIUM



W1872352

This amendment is made and executed on the date shown below by the Sunbrook Condominium Management Committee.

RECITALS

WHEREAS, Sunbrook Condominium was created by Declaration of Condominium of Sunbrook Condominium ("Original Declaration"), dated December 19, 1997, and recorded December 22, 1997, as Entry No. 1511206 in Book 1898 page 239 to 285 inclusive, records of Weber County, Utah; and

WHEREAS, Sunbrook Condominium desires to amend the Original Bylaws, and to update and modify provisions in the Original Bylaws; and

WHEREAS, the unit owners of Sunbrook Condominium desire to (1) preserve and enhance the quality of life at Sunbrook Condominium, (2) prevent disregard for the welfare and consideration of others, (3) prevent nuisances and inconvenience to the residents of Sunbrook Condominium, and (4) enforce the rules of the condominium association more consistently, fairly and economically;

NOW THEREFORE, the unit owners of Sunbrook Condominium hereby amend the Bylaws to the Original Condominium Declaration for Sunbrook Condominium recorded against the real property located in Weber County, Utah; known as Sunbrook Condominium and more fully described on Exhibit "A" attached hereto, to include the authority to enforce the rules and regulations in effect at Sunbrook Condominiums by levying a fine after appropriate notice has been given. If there is any conflict between these Amended Bylaws and the bylaws contained in the Original Declaration, these Amended Bylaws shall control.

This Amendment shall become effective upon recording. The Sunbrook Condominium Declaration and Bylaws are hereby amended as follows:

AMENDMENTS

1. LATE FEES

Each monthly or other periodic installment of any assessment and each special assessment shall be a separate, distinct and personal debt and obligation of the Owner against whom the same is assessed at the time an assessment is made and shall be collectible as such. Payments are due by the 5th day of each month. A late fee of \$10.00 shall be assessed against any payment received after the 10th of the month in which it is due. Assessments that are not paid within 30 days of the date they are due will be assessed an additional late fee of \$25.00, and assessments that are not paid within 60 days of the date they are due will be assessed an additional late fee of \$50.00. Any payments not paid within 90 days shall be turned over for collection and shall continue to accrue late fees of \$50.00 for each month the assessment remains outstanding.

E# 1872352 BK2260 PG1494
DOUG CROFTS, WEBER COUNTY RECORDER
04-SEP-02 1106 AM FEE \$164.00 DEP SGC
REC FOR: SUNBROOK.CONDOMINIUM

18-109-0001-0033
18-115-0001-0025
18-088-0001-0009
18-089-0001-0013
18-105-0001-0017
18-078-0001-0013
18-081-0001-0009
18-086-0001-0009

2. TENANTS SUBJECT TO CONDOMINIUM RULES

All leases of units shall be in writing and shall by reference incorporate the provisions of the declaration, bylaws, and rules and regulations into the terms of the lease. The names and phone numbers of the tenants shall be provided to the management committee so the tenants may be contacted in the case of an emergency. All tenants and the leases they sign to lease a unit at Sunbrook Condominiums shall be subject in all respects to the provisions of the declarations, bylaws, and rules and regulations of Sunbrook Condominium. Failure of a tenant to comply with the terms of condominium documents (declaration, bylaws, rules and regulations) shall be a default under the lease or tenancy. The management committee may maintain an action, separate and apart from the unit owner, for eviction, injunction, and/or damages against a tenant who is in violation of the declaration, the by-laws, the rules of the association, or who violates Ogden City ordinances or Utah State laws that affect the peace, quiet, or comfortable enjoyment of residents living at Sunbrook Condominium.

3. EVICTION

In the event of the failure of a tenant to abide by the terms of the condominium documents (and because the declaration, bylaws, and rules and regulations constitute an essential part of the terms in a lease between a unit owner and a tenant), and if the unit owner is either unable or unwilling to require the tenant to abide by the terms of said documents, the management committee may institute eviction proceedings after providing notice to the unit owner and to the unit owner's tenant of a violation and the failure to cure, remedy or cease the conduct within 5 days after notice has been given. No additional notices shall be required for repeat violations after the first notice has been given.

4. NO BUSINESSES

Inasmuch as Sunbrook Condominiums is a residential community where neighbors live in close proximity to each other, no business of any kind whatsoever shall be established, conducted, permitted, operated, or maintained at Sunbrook Condominiums except they meet all of the federal, state and municipal laws, ordinances and licensing requirements, as well as complying with the Sunbrook Homeowners Declaration, bylaws, rules and regulations. The following are some of the general requirements for home occupation businesses:

- (A) Customers, patrons, guests, clients or individuals may come to units for business activity on a very limited scale and no more than one person at a time;
- (B) No products may be sold or delivered from the unit;
- (C) Only services that are done mostly on the telephone and computer, such as consulting, tax preparation, computer or Internet businesses, may be provided at the unit as limited by city ordinance;
- (D) Any vehicles used in the business must comply with the Condominium Association parking rules.
- (E) No business activities may be conducted between the hours of 9:00 p.m. and 8:00 a.m.

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5. ATTORNEY'S FEES INCURRED AS THE RESULT OF ENFORCING RULES

In any legal action brought by the management committee against any unit owner, tenant, lessee or lessor as a result of a violation of any provision of the declaration, bylaws, or the rules and regulations of Sunbrook Condominiums, or if the management committee retains legal counsel or incurs attorney's fees associated with or as a result of retaining legal counsel as a result of any such violation, then the management committee shall collect any and all attorney's fees from the unit owner, tenant, lessee, or lessor, jointly and severally, whether or not they seek judicial process, and shall be entitled to an award of attorney's fees in any action or judicial proceeding. A unit owner shall be jointly liable for attorney's fees, costs, or damages, in any action brought against a tenant renting or leasing a unit from a unit owner as a result of any violation by the unit owner's tenant. Attorney's fees and costs assessed shall constitute a lien against the unit owner's unit in the same manner as common expenses constitute liens against units and may be recorded as such. At least three members of the management committee shall give approval before there is any action taken under this paragraph unless such authority is delegated to the president of the homeowners association.

6. COPYING COSTS

Upon receiving a written request and upon the payment of a fee in compliance with U.C.A. 57-8-20(3) for each such request or separate document requested, the management committee shall provide to any unit owner or any encumbrancer or prospective encumbrancer of a unit, a written statement setting forth the unpaid common expenses with respect to a unit. Upon the payment of a fee as determined by the management committee, it shall provide a copy to unit owners of condominium records, such as: the rules and regulations, the enabling declaration and bylaws and their amendments, non-privileged communication with legal counsel, and lien documents. This paragraph shall not apply to periodically supplied financial and newsletter information. Upon request, the management committee shall provide to each unit owner one initial copy of the complete set of rules and regulations.

7. PETS

Section 4, page 39, of the Original Bylaws is hereby repealed and replaced by the following:

(A) No dogs shall be allowed at Sunbrook Condominiums. All dogs shall be strictly prohibited and promptly removed from Sunbrook and the owner of the dog shall pay all costs and attorney's fees incurred in removing the dog. The Management Committee shall have authority to order any dogs removed that are brought into the condominiums after the date of this amendment.

(B) Cats may be allowed at Sunbrook Condominiums upon the written approval of the Management Committee, which shall be granted when a unit owner or resident agrees to abide by the provisions set forth herein. The Management Committee may refuse any request to admit a cat into the condominium if the applicant refuses to enter into a written agreement to abide by the provisions set forth herein. Under no circumstances will the Management Committee approve any application to bring a cat to the condominiums unless the following agreements are made in writing by the resident making the application:

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1. The cat will not disturb the other residents of the condominiums by creating an unacceptable level of noise or by creating any offensive odors.
2. The cat will not defecate on, do damage to, or in any way disturb, the common areas of the condominiums.
3. The cat will remain inside the resident's unit at all times it is at the condominiums unless it is on a leash and in the presence of the unit owner or agent of a unit owner.
4. The cat will never be allowed to freely roam in the common areas of the condominium.
5. The resident will provide a litter box for the cat inside the unit where the cat resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
6. Whenever the cat is on the common areas of the condominiums, it shall be either carried by the resident or on a leash no longer than 10 feet long.
7. The resident understands that the Management Committee reserves the right to require removal of any cat if it receives complaints about the cat and the Management Committee determines, in its sole discretion, that the complaints are valid.
8. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the cat remains in a unit after its removal has been required by the Management Committee.

The Management Committee shall have authority to order the removal of any cat if, at any time, the resident possessing the cat fails to live up to the representations made in the application or in this amendment.

C. No other animals, livestock or poultry will be allowed, raised, bred or kept in any unit (with the exception of small birds and small, quiet children's pets, e.g. hamsters) or in the general or limited common areas and facilities unless they receive written approval from the Management Committee before being brought to the condominiums. The Management Committee has the right to refuse any application to bring an animal into the condominiums if it determines the animal could be a nuisance or potentially damage the common area. In no case will an application be approved unless the resident requesting permission to bring the animal to the condominiums makes the following representations to the Management Committee prior to the time the animal is brought to Sunbrook:

1. The animal will not disturb the other residents of the condominiums by making an unacceptable level of noise or by creating any offensive odors.
2. The animal will not defecate on, do damage to or otherwise affect in any way, the common areas of the condominiums or units of other residents.
3. The animal will remain inside the resident's unit at all times it is at the condominium unless in a cage or on a leash in the presence of the unit owner or agent of the unit owner.
4. The animal will never be allowed to freely roam in the common areas of the condominium.
5. Whenever the animal is on the common areas of the condominium, it will be carried by the resident or be on a leash no longer than 10 feet long.
6. The resident understands that the Management Committee reserves the right to order removal of any animal if it receives complaints about that animal from other residents and the Management Committee, in its sole discretion, determines that the complaints are justified.

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The Management Committee shall have authority to order the removal of any animal if, at any time, the resident possessing the animal fails to live up to the representation made in the application.

8. FINES

8.1 AUTHORIZATION The management committee is authorized to assess a fine against unit owners who violate provisions in the condominium association declaration, the bylaws, or the rules and regulations. The assessment of a fine shall be in accordance with the provisions of Utah Code Annotated, section 57-8-37, the provisions of these amended bylaws, and the rules and regulations adopted by the management committee.

8.2 WRITTEN NOTICE OF VIOLATION Before assessing a fine, the management committee must give a written notice of the violation to the unit owner of the violation and inform the unit owner that a fine will be imposed if the violation is not cured within the time provided in the written notice. The written notice shall contain a description or brief summary of the provision, bylaw, rule or regulation that has been violated and a description of the manner in which the bylaw, rule or regulation has been violated. If a violation is temporarily cured or stopped, but is repeated by the same unit owner within 90 days of the date a written notice of violation is first served on the unit owner, the management committee shall not be required to serve another notice of violation upon the unit owner but may rely upon the notice provided in the first written notice.

8.3 TIME TO CURE In all instances, the violation must be cured within 50 hours of the written notice being delivered to the unit owner or the unit owner's agent, unless such time period is extended by the management committee for good cause. The member of the management committee or their agent that serves the written notice of violation on the unit owner shall write on the notice of violation the date and time the notice of violation was served on the unit owner and the date and time by which the violation must be cured. If a unit owner repeats the violation more than 50 hours after receiving the written notice of violation but less than 90 days after receiving the notice, the unit owner shall be deemed to have not timely cured the violation.

8.4 FINE If the violation is fully and completely cured within the time provided in the written notice of violation, and is not repeated within 90 days of the time the written notice is first served on the unit owner, no fine may be assessed by the management committee. If the violation is not fully cured within the time provided, the management committee shall, after confirming that the violation complained of has not been fully cured, impose a fine as provided in the bylaws, or the rules and regulations. If the same violation is repeated more than 50 hours but less than 90 days after the written notice of violation is first given, the management committee shall impose a fine as provided in the bylaws, or the rules and regulations. The unit owner shall receive a written notice of fine from the management committee informing the unit owner of the amount of the fine imposed.

8.5 MANNER OF PROVIDING NOTICE OF VIOLATION AND FINE The notice of a violation of a bylaw or the rules and regulations of the association and the notice of a fine imposed by the management committee may be provided to the unit owner in any one or more of the following ways:

- (A) Delivering a copy to the unit owner personally; or **Et 1872352 BK2260 PG1498**

- (B) Sending a copy through certified or registered mail, addressed to the unit owner at his or her place of residence, in which case an additional 50 hours shall be allowed to cure the violation; or
- (C) Doing both of the following:
 - 1) Leaving a copy with a person of suitable age and discretion at the unit owners unit; and
 - 2) Mailing a copy to the unit owner at the unit owners unit, or to the unit owners regular mailing address if the unit owner does not reside in the unit; or
- (D) Affixing a copy in a conspicuous place on the unit since a person of suitable age or discretion could not be found; or
- (E) If the person committing the violation is a tenant of the unit owner, by (1) personally delivering a copy to the tenant living in the unit or affixing a copy in a conspicuous place on the unit if a person of suitable age or discretion could not be found, and by (2) mailing a copy to the unit owner at the address provided by the unit owner to the association.

8.6 NON UNIT OWNER OCCUPIED UNITS: RENTERS & GUESTS If cases where the unit is not occupied by the unit owner and the violation of the bylaw or rules and regulations is committed by a resident the unit, the unit owner shall be responsible for the failure of the resident to cure violations of the bylaws or rules and regulations. For purposes of the lease between the unit owner and the resident of the unit, the provisions of this amended bylaw shall be incorporated by reference into the terms of the lease and the unit owner may collect from the resident of the unit any fines the unit owner becomes obligated to pay by virtue of the resident's actions. The unit owner shall be responsible for bringing a separate action to collect any such fines from the unit owner's tenant. U.C.A. § 57-8-34 states that "All unit owners, tenants of such owners, employees of owners and tenants, or any other person who may in any manner use the property or any part thereof submitted to the provisions of this act shall be subject to this act and to the declaration and bylaws adopted pursuant to the provisions of this act." Residents (defined herein as renters, tenants, guests of unit owners or renters, and any person who temporarily or permanently lives in a unit, but excluding unit owners), are subject to the bylaws and rules and regulations adopted by the condominium association. Unit owners are ultimately responsible for the activities of residents who reside in, visit, or in any manner use their condominium unit and the common area. Any fine assessed against a resident will be the responsibility of the unit owner of the unit in which the resident resides or is a guest. Because residents are subject to the provisions of the condominium bylaws and rules and regulations, residents are also subject to fines in the same manner as a unit owner. Any fine assessed against a resident may be collected by the unit owner from the resident. If a resident violates a bylaw or rule or regulation, both the resident and the unit owner shall be served a notice of violation as provided above. It shall be the responsibility of the unit owner to see that the resident cures the violation within the time allotted. Failure of the unit owner to have the resident timely cure the violation shall subject the unit owner to the fine as provided herein as if the unit owner committed the violation.

8.7 MANAGEMENT COMMITTEE ACTION Any action by the management committee involving a notice of violation or a notice of fine may be taken by any officer of the management committee if so authorized or ratified by a quorum of the management committee, consisting of 50% or more of the management committee present at a meeting either in person or by

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telephone conference, or if not present at a meeting, members consenting to the action after conferring with other members of the management committee.

8.8 VIOLATIONS FOR WHICH A FINE MAY BE ASSESSED A fine may be assessed for the violation of a provision in the condominium declaration, the bylaws, or the rules or regulations, or for a rule listed on Exhibit "B", which is attached and incorporated by this reference. The list of violations of a bylaw, rule or regulations listed on Exhibit "B" may be modified by the management committee pursuant to their power to enact rules governing conduct within a condominium project as contained in the Condominium Ownership Act, Utah Code Ann. 57-8-1 through 57-8-37. Only those violations listed on Exhibit "B" and those violations of rules adopted by the management committee are the offenses which are subject to a fine. Exhibit "B" may be used to incorporate provisions in the declaration, bylaws, or rules and regulations for which a violation may be assessed.

8.9 CONTINUOUS VIOLATIONS Each day (24 hour period) during which a violation of the declaration, the bylaws or the rules and regulations of the association, or the rules listed on Exhibit "B", continues after the time period expires during which the unit owner is required to cure the violation, constitutes a separate violation and is subject to a fine in the amount listed in Exhibit "B". The violation of a provision in the declaration, the bylaws, a rule or regulation, or a provision listed on Exhibit "B", which is temporarily cured within the time period required in the notice of violation, but which is violated again within 90 days of the date the original notice of violation was served, is deemed to be a continuous violation for which another notice of violation is not required to be served.

8.10 AMOUNT OF FINES The amount of a fine for a violation of a provision in the declaration, the bylaws, the rules and regulations, or the provisions listed on Exhibit "B", shall be in the amount listed on Exhibit "B", but in no case shall a fine exceed \$500.00. A cumulative fine, which is a fine for a violation that is not timely cured or a fine that is repeatedly assessed due to repeated violations for which a notice of violation has previously been served, may not exceed \$500.00 per month.

8.11 LATE FEES Fines not paid within 10 days shall accrue interest at the rate of 1% per month and a late fee of \$25.00. An additional late fee shall be assessed for each and every 30 day period the fine remains unpaid after it is due. No interest or late fees may accrue until after a hearing (if requested by the unit owner) has been conducted and a final decision has been rendered by the management committee.

8.12 PROTESTING THE FINE A unit owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed (which is the date written on the notice of fine). The unit owner protesting the fine shall request the informal hearing by delivering a written request to any member of the management committee stating the grounds for the protest or dispute and setting forth in detail the following:

- (A) the grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine;
- (B) the facts relied upon by the protesting unit owner with respect to the violation or non-violation of the bylaw, rules or regulations;

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- (C) the amount of the fine the unit owner claims should be paid and the reasons supporting that claim; and
- (D) any errors made by the management committee in calculating, assessing, or collecting the fine.

8.13 **INFORMAL HEARING** Within 21 days of receiving the written request for hearing, the management committee shall schedule an informal hearing at which time the requesting unit owner will be given an opportunity to present evidence and witnesses supporting the unit owners position. No formal rules of evidence will be required, and the management committee can receive the evidence submitted by the requesting unit owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting unit owner, the management committee may also produce evidence supporting its decision to fine the unit owner. However, the intent of the hearing is listen to the violating unit owners explanations and not to have a trial. The management committee may terminate the hearing at any time if any individual present becomes unruly, inconsiderate or rude.

8.14 **DECISION OF THE MANAGEMENT COMMITTEE** The management committee may, after the requesting unit owner has had the opportunity at the hearing to present the evidence desired, may either:

- (A) leave the amount of the fine as originally stated;
- (B) reduce the fine to an amount agreed upon by a majority of the management committee present at the hearing;
- (C) reduce the fine to an amount agreed to by the offending unit owner with the agreement that the offending unit owner will pay the fine within 10 days and not appeal the fine in district court;
- (D) suspend all or a portion of the fine conditioned on the unit owner not repeating the violation for 180 days; or
- (E) forgive the fine.

The management committee shall render its written decision no later than ten (10) days after the date of the hearing.

8.15 **APPEALS** A unit owner may appeal a fine by initiating a civil action within 180 days after:

- (A) a hearing has been held and a final decision has been rendered by the management committee, or
- (B) the time to request an informal hearing has expired without the unit owner making such a request.

8.16 **LIEN** A fine assessed which remains unpaid after the time for appeal has expired becomes a lien against the unit owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under U.C.A. § 57-8-20.

8.17 **PROMULGATION OF ADDITIONAL RULES AND FINES** The management committee is authorized to adopt and to amend the condominium administrative rules and regulations as

may be necessary or desirable to insure the condominium is maintained and used in a manner consistent with the interests of the unit owners, to protect and enhance the quality of life in the condominium complex, to protect the property values of the condominium units, to ensure a quality and enjoyable lifestyle, and to respect the rights and privileges of all residents to be free from the annoyance, disturbance and nuisance of others. The method by which the management committee may adopt new condominium rules shall be as follows;

- (A) New rules shall be adopted at a regular or special meeting of the management committee. The rule shall be in writing and voted on and approved by a majority of the members of the management committee. If the violation of the new rule shall have a fine associated with it, the amount of the fine shall be stated in the rule.
- (B) Prior to the new rule becoming enforceable, the management committee shall cause to be delivered, personally or by regular U.S. mail, a copy of the new rule to each unit owner. If a unit owner is not living in his unit, the management committee shall cause to be posted on the door of the unit owner a copy of the new rule. The new rule shall become enforceable five (5) days from the day it is mailed to each unit owner or posted on the door of an absentee unit owner.
- (C) Rules adopted in this manner shall deal only with the health, safety or welfare of condominium residents or condominium property. Rules adopted by the management committee may also be used to clarify provisions in the declaration, bylaws, or condominium rules and regulations, or to change the amount of a fine associated with the violation of the rule.
- (D) Rules adopted by the management committee shall have the same force and effect as rules contained in the declaration, the bylaws, or other administrative rules and regulations adopted by the condominium association, including the power to collect fines from those who violate these rules.

8.18 SEVERABILITY If any of the provisions of this section dealing with Fines or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of the Declaration, and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

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CERTIFICATION

It is hereby certified that condominium unit owners holding more than 67% of the undivided ownership interest in the common areas and facilities have voted to approve these amended Bylaws.

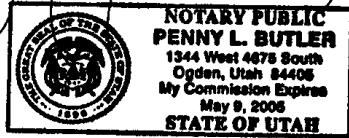
IN WITNESS WHEREOF, this 30 day of May, 2002

By Andrew Duncan

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

On this 30 day of May, 2002, personally appeared before me Andrew Duncan who, being by me duly sworn, ~~did~~ say that he is President of the Sunbrook Condominium Management Committee and that the within and foregoing instrument was signed in behalf of said Management Committee and he duly acknowledged to me he executed the same.

Penny L. Butler
Notary Public



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EXHIBIT B

AMOUNT OF FINE*

1ST Offense	2ND Offense within 90 days	3RD or more Offense within 90 days	RULE
\$25	\$50	\$90	<ul style="list-style-type: none"> • parking in restricted areas such as fire lanes. • parking in areas other than marked parking stalls. • parking in another's reserved parking stall. • parking in front of garbage dumpster. • parking in areas marked with "no parking" signs. • parking in areas not permitted on the condominium parking map. • violation of any parking rule contained in the declaration, bylaws, or condominium rules. • parking recreational vehicles or boats on condominium property. • parking more cars than the number permitted on condominium property. • parking unregistered or inoperable vehicles in the common area for more than 15 days.
\$35	\$70	\$100	<ul style="list-style-type: none"> • driving faster than the permitted speed • driving faster than conditions safely permit.
\$25	\$50	\$100	<ul style="list-style-type: none"> • performing maintenance or mechanical work on vehicles (including motorcycles & ATV's) in the common area.
\$35	\$70	\$100	<ul style="list-style-type: none"> • leaving trash, garbage, or clutter on the unit's patio, balcony or doorstep, or otherwise maintaining the patio, balcony or doorstep in an unsightly, unclean, or unsanitary condition.
\$50	\$100	\$150	<ul style="list-style-type: none"> • misuse or damage to common area by attaching satellite dishes, awnings, signs, lights, or any other item to the common area without the written permission of the management committee. • damage to the common area (lawn, roof, gutters, plumbing, parking area, sidewalk, carport, sprinkler system, flowers or shrubs).
\$10	\$20	\$30	<ul style="list-style-type: none"> • leaving or placing personal belonging in the common area (bicycles, scooters, toys, equipment).

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\$25	\$50	\$90	<ul style="list-style-type: none"> • creating noise within a unit that can be heard in another unit or in the common area such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life. • creating noise in the common area that can be heard in a unit such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.
\$25	\$50	\$100	<ul style="list-style-type: none"> • maintaining pets in a unit in violation of the condominium bylaws, declaration or rules and regulations. • failing to clean up after pets who have made a mess in the common area. • allowing pets in the common area with out a leash. • maintaining a pet in a unit in such a manner that the pet can be heard in another unit such that the sound created by the pet is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life.
\$25	\$50	\$100	<ul style="list-style-type: none"> • operating a business in a unit without a business license or in violation of the municipal ordinances, the condominium bylaws, declaration, or rules and regulations.

*The cumulative fine for a continuing violation may not exceed \$500.00 per month.

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NOTICE OF VIOLATION
OF THE
RULES & REGULATIONS
OF
SUNBROOK CONDOMINIUM

TO: _____
Name of Unit Owner(s)

Address of Unit Owner(s)

The Sunbrook Condominium Management Committee hereby notifies you that the following Rules and Regulations of Sunbrook Condominium have been violated:

The above described Rules and Regulations have been violated as follows:

- If this violation is not cured within ____ hours (must be greater than 48 hours), you will be assessed a fine of \$ _____.
- If you continue to violate the Rules and Regulations described above, you will be assessed a fine of \$ _____ for each day (24 hour period) the violation remains uncured.

Date this Notice of Violation was given: ____ / ____ / 200__

Time this Notice of violation was given: _____ a.m. p.m.

Date by which the violation must be cured: ____ / ____ / 200__

Time by which the violation must be cured: _____ a.m. p.m.

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By: _____
SUNBROOK CONDOMINIUM MANAGEMENT COMMITTEE

NOTICE OF FINE
SUNBROOK CONDOMINIUM

Date of this notice: _____

TO: _____
Name of Unit Owner(s)

Address of Unit Owner(s)

The Sunbrook Condominium Management Committee hereby notifies you that as of the date of this notice and as the result of failing to cure the violation of the condominium rules and regulations within the time period provided in the Notice of Violation previously given to you, the management committee has assessed a fine against you in the amount of \$ _____ .

Under the provisions of the condominium bylaws and rules and regulations, you may request an informal hearing before the management committee to protest or dispute this fine. If you desire to have a hearing, you must make a written request to the management committee within 30 days from the date of this notice. Your request should be addressed to the management committee and be sent or delivered to the following address:

After the request is received you will be contacted personally or in writing within ten days to inform you of the date, time and place of the hearing. The hearing will be conducted in the manner and according to the standards and procedures set forth in the bylaws, a copy of which has been previously provided to all unit owners. For a nominal copying charge you may obtain an additional copy of the bylaws by contacting the condominium association secretary. You will be provided written notice of the decision of the management committee within 5 working days of the hearing.

Date this notice was delivered/mailed to unit owner: ____ / ____ / 200__

By: _____
SUNBROOK CONDOMINIUM MANAGEMENT COMMITTEE

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NOTICE OF DECISION

SUNBROOK CONDOMINIUM

Date of this notice: _____

TO: _____

Name of Unit Owner(s)

Address of Unit Owner(s)

The Sunbrook Condominium Management Committee hereby notifies you it has made a final decision following the informal hearing you requested to protest or dispute the fine that was assessed by the management committee.

Based on the evidence and arguments presented at the hearing, the management committee:

_____ Reaffirms the fine in the amount of \$ _____ as previously assessed.

_____ Reduce the fine. The modified fine amount is \$ _____.

_____ Reduce the fine to an amount agreed to by the offending unit owner with the agreement that the offending unit owner will pay the fine within 10 days and not appeal the fine in district court.

_____ Suspends all or a portion \$ _____ of the fine, conditioned on the unit owner not repeating the violation for 180 days.

_____ Cancels the fine.

This fine is due and payable to the condominium association within 10 days of the date of this notice. If this fine is not paid by that date it shall incur a late charge of \$ _____. There shall be added to the fine additional late charges of like amount for each and every month (30 day period) the fine remains unpaid.

Date this notice was delivered/mailed to unit owner: ____ / ____ / 200__

By: _____

SUNBROOK CONDOMINIUM MANAGEMENT COMMITTEE

E# 1872352 BK2260 PG1508

SUNBROOK CONDOMINIUMS

Pet Ownership Agreement

Name: _____

Date: _____

Unit Address: _____

The above named unit owner(s) agree to abide by the following provisions while maintaining a cat at Sunbrook Condominiums.

1. The cat will not disturb the other residents of the condominiums by creating an unacceptable level of noise or by creating any offensive odors.
2. The cat will not defecate on, do damage to, or in any way disturb, the common areas of the condominiums.
3. The cat will remain inside the resident's unit at all times it is at the condominiums unless it is on a leash and in the presence of the unit owner or agent of a unit owner.
4. The cat will never be allowed to freely roam in the common areas of the condominium.
5. The resident will provide a litter box for the cat inside the unit where the cat resides. The contents of a used litter box shall be placed in the garbage after first being placed in a tightly secured plastic bag.
6. Whenever the cat is on the common areas of the condominiums, it shall be either carried by the resident or on a leash no longer than 10 feet long.
7. The resident understands that the Management Committee reserves the right to require removal of any cat if it receives complaints about the cat and the Management Committee determines, in its sole discretion, that the complaints are valid.
8. The resident agrees that it will pay liquidated damages of \$15.00 per day for each day the cat remains in a unit after its removal has been required by the Management Committee.

Signed by: _____

Unit Owner/Resident

⇒ 1872352 BK2260 PG1509