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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
CENTENNIAL PARK HOA  
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1507 W 3255 S #3B  
WVC UT 84119  
BY: ZJM, DEPUTY - WI 42 P.

42-69

**THE SECOND AMENDED AND RESTATED DECLARATION OF THE  
CENTENNIAL PARK HOMEOWNERS ASSOCIATION, INC.**

A  
Condominium Property Created  
Pursuant to the Utah Condominium  
Ownership Act

**THIS AMENDED AND RESTATED DECLARATION** is made and executed by Centennial Park Homeowners Association, Inc. a Utah Non- Profit Corporation (hereinafter referred to as "Association", pursuant to the provisions of the Utah Condominium Ownership Act, §§ 57-8-1, et seq. Utah Code Ann. (1953 as amended) and the provisions of the original Declaration of Condominium for the Centennial Park Home Owners Association, Inc. recorded

## **ARTICLE I: RECITALS**

Upon the filing of the original Declaration of Condominium, Retirement Living Construction and Development Corp. was the sole owner of that certain real property in West Valley City, Salt Lake County, Utah, hereinafter more particularly described.

There have been constructed a maximum of Eighteen (18) buildings and other improvements thereon and the Property is fully expanded as set forth below, in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently herewith, consisting of Two (2) sheets, prepared by L. Mark Neff, a registered Utah land surveyor.

The Association desires by filing this Declaration and the aforesaid Record of Survey Map previously filed to submit the above described real property and the said buildings and other improve-ments constructed thereon to the provisions of the Utah Condominium Ownership Act as a Condominium Property known as Centennial Park Condominium Home Owners Association, Inc.

Retirement living has sold the fee title to the individual units contained in said Condominium Property, together with the undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

NOW, THEREFORE, for such purposes, the Association hereby makes the following Declaration containing covenants, conditions and restrictions (CCR's) relating to this Condominium Property which, pursuant to the provisions of the Condominium Ownership Act of the State of Utah, shall be enforceable equitable servitudes, and shall run with the land. This Declaration shall supersede and replace all prior Declarations, including but not limited to the Declaration recorded as entry number 7440863 on August 12, 1999 and any other amendments thereto.

## **ARTICLE II: NAMES AND DEFINITIONS**

**Name.** The name by which the Condominium Property shall be known is the Centennial Park Homeowners Association, Inc.

**Definitions.** The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and as given in the Article II, § 2.



- a) The word "Act" shall mean and refer to the Utah Condominium Ownership Act, §§ 57-8-1, et seq., Utah Code Ann. (1953 as amended), as the same now exists and as it may be amended from time to time. This Association is specifically made subject to future amendments to the Act.
- b) The words "Association of Unit Owners" or "Association" shall mean and refer to the CENTENNIAL PARK HOMEOWNERS ASSOCIATION, INC." This includes all Unit Owners, taken as, or acting as, a group in accordance with this Amended and Restated Declaration and the Amended and Restated Bylaws attached hereto as Exhibit "A", which Bylaws are hereby incorporated herein.
- c) The words "Common Areas and Facilities" shall mean and refer to: The land included within the Condominium Property as referred to above in Article I, as described in Article V and Exhibits "C" and "D" attached hereto, not specifically included in the respective Units as herein defined;

(1) All roofs, yards, landscaping, fences, building exteriors, service and parking areas and in general all other apparatus, any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the foregoing or normally in common use;

Those areas specifically set forth and designated in the Map "Common Area" or "Limited Common Area";

All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein; and

(2) All repairs and replacements of any of the foregoing. The words "Common Expenses" shall mean and refer to: All expenses of administration, maintenance, repair, or replacement of the Common Areas and Facilities including an adequate reserve fund for maintenance, repair, and replacement of those Common Areas and Facilities that must be replaced on a periodic basis; all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act, this Declaration, the Bylaws and such rules and regulations pertaining to the Condominium Property as the Association of Unit Owners or the Management Committee may from time to time adopt; and such other expenses incurred pursuant to agreements lawfully made and/or entered into by the Management Committee.

The word "Condominium" shall mean and refer to the ownership of a single unit in this multi-unit Condominium "Property" together with an undivided interest in common with other Unit Owners in the Common Areas and Facilities of the Property, and together with all other appurtenances belonging thereto, as described in this Declaration.

The words "Condominium "Property" or sometimes the "Property" shall mean and refer to the entire real estate project and property, together with all rights, obligations and organizations established by this Declaration.

The word "Declaration" shall mean this instrument by which the Centennial Park Home Owners Association, Inc. is established as a Condominium Property and submitted to the provisions of the Act, as it may from time to time be lawfully amended.

- h) The words "Limited Common Area" shall mean and refer to those portions of the Common Areas and Facilities reserved for the exclusive use of certain Unit Owners, as specified herein. The Limited Common Areas shall be the designated parking spaces as indicated on the Map and on Exhibit "B" attached hereto and by reference incorporated herein, as well as the patios that is adjacent to, contiguous with and open into the Units, as more particularly identified in the Map. The use and occupancy of the Limited Common Areas shall be reserved to its associated Unit, and each Unit Owner is hereby granted an irrevocable license to use and occupy the same so long as such Owner owns the Unit associated with such Limited Common Area.
- i) The words "Management Committee" or "Committee" shall mean and refer to the Board of Trustees of the Centennial Park Homeowners' Association, Inc. as provided in the Declaration and the Bylaws hereto attached. Said Committee is charged with and shall have the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Property.
- j) The word "Manager" shall mean and refer to the person, persons or corporation, if any, selected by the Management Committee to manage the affairs of the Condominium Property.
- k) The word "Map" shall mean and refer to the Record of Survey Map of the Centennial Park Condominiums recorded herewith by the Association.
- l) The word "Mortgagee" shall mean and include both the mortgagee under a mortgage on any Condominium Unit and the beneficiary under a deed of trust on any Condominium Unit. The words "First Mortgagee: shall mean the Mortgagee under a First Mortgage on any Unit.
- m) The word "Property" shall mean and include the land, described in article I; the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.
- n) The word "Unit" shall mean and refer to one of the Units, which is designated as a Unit on the Map, and more particularly described in Article V, §3, hereof.
- o) The words "Unit Number" shall mean and refer to the letter, number or combination thereof designating the Unit in the Declaration and in the Map.

- p) The words "Unit Owner" or "Owner" shall mean the entity, person or persons owning a Unit in the Condominium Property in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities in the percentage specified and established in the Declaration and Exhibits hereto. The words Unit Owner or Owner shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
- q) The words "Utility Service" shall include, but not be limited to, water, trash collection and sewage disposal.
- r) Those definitions contained in the Act, to the extent they are applicable hereto, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

### **ARTICLE III: SUBMISSION TO CONDOMINIUM OWNERSHIP**

The Association hereby submits the Property to the provisions of the Act as a Condominium Property and this Declaration is submitted in accordance with the terms and the provisions of the Act and shall be construed in accordance therewith. It is the intention of the Association that the provisions of the Act shall apply to the Property.

### **ARTICLE IV: COVENANTS TO RUN WITH THE LAND**

This Declaration contains covenants, conditions and restrictions relating to the Property which are and shall be enforceable equitable servitudes which shall run with the land and be binding upon the Association, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, personal representatives, devisees and assigns.

### **ARTICLE V: DESCRIPTION OF PROPERTY**

1. Description of Improvements. The Property has been constructed in accordance with the information contained in the Map. The Property contains eighteen (18) buildings. The buildings on the Property are primarily of wood frame construction. The Property contains seventy (70) units. Electricity and gas are separately metered to each Unit. Each Unit has a separate furnace and water heater, standard kitchen appliances, and carpet. The Property is subject to the easements which are reserved through the property and as may be required for Utility Services.
2. Description and Legal Status of Units. The Map and Exhibit "B" hereto show the Unit Number of each Unit, its location, and the Common Areas and Facilities to which it has access. All Units shall be capable of being independently owned, encumbered and conveyed.

- a) Each Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary shall be determined in the following manner:
    - 1) The upper boundary shall be the plane of the lower surface of the ceiling;
    - 2) The lower boundary shall be the plane of the upper surface of the floor; and
    - 3) The vertical boundaries of the Unit shall be (i) the interior surface of the outside walls of the building bounding a Unit; (ii) the center line of any non-bearing interior walls bounding a Unit; and (iii) the interior surface of any interior bearing walls bounding a Unit.
  - b) Although the air conditioning equipment and some furnace equipment are located outside the unit parameters, these mechanical features are the property and responsibility of the individual unit which they serve.
3. Description of Common Areas and Facilities. Except as otherwise in the Declaration provided, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:
- a) All roofs, yards, landscaping, fences, exterior building surfaces, service and Parking areas and in general all other apparatus, any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the foregoing or normally in common use;
  - b) Those areas specifically set forth and designated in the Map as "Common Area" or "Limited Common Area"; and
  - c) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.
  - d) All repairs and replacements of any of the foregoing.
4. Compatible Construction. All structures and improvements erected upon the Property will be compatible and consistent with the structures and improvements now upon the Property, all such additional structures and improvements to be approximately equal or better in terms of quality of construction and materials to be used. Subject to the assurance of compatible and consistent quality set forth herein,

now upon the Property, all such additional structures and improvements to be approximately equal or better in terms of quality of construction and materials to be used. Subject to the assurance of compatible and consistent quality set forth herein, no assurance can be made by the Association in every instance that such structures and improvements will be identical in all regards.

**ARTICLE VI: STATEMENT OF PURPOSE AND RESTRICTION ON USE**

1. Purpose. The purpose of the Condominium Property is to provide residential housing space for Unit Owner, their families, guests and lessees, and to provide parking space for use in connection therewith, all in accordance with the provisions of the Act.

2. Restrictions on Use. The Units and Common Areas and Facilities shall be used and occupied as hereinafter set forth:

- a) Each of the Units shall be occupied only as a “single family residence” and for no other purpose. No business shall be operated in or from any Unit itself other than the rental of the Unit itself, subject to applicable zoning and business regulation laws and ordinances. Each parking stall shall be used for the parking or storage of operable motor vehicles and for no other purpose, except for temporary (no more than ninety-six hours) parking for vehicles to allow the owners time to perform minor repairs or to have the vehicles towed. The Common Areas and Facilities shall be used only for the purposes for which they are intended.
- b) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the building or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the building, or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his/her Unit or in the Common Areas and Facilities which is in violation of any law or regulation of any governmental authority.
- c) No Unit Owner shall cause or permit anything (including, without limitation, an awning, canopy, shutter, storm door or screen door) to hang, be displayed, be visible or otherwise be placed on the exterior walls or roof of any building or any part thereof, or on the outside of windows or doors without the prior written consent of the Management Committee. No sign of any kind shall be displayed to the public view on or from any residential Unit or the Common Areas unless it is for the common benefit of all Unit Owners. If any sign is used the Board must approve in writing prior to said sign being placed.
- d) No noxious or offensive activity shall be carried on upon the condominium Property,



nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment or increase the rate of any insurance or decrease the value of the Units. No owner or Occupant shall engage in activity within the Condominium Property in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

- e) Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof except as is otherwise provided herein.
- f) No pets or animals of any kind shall be allowed, kept, bred or raised in any Unit or on any of the Common Areas in the Property, except pursuant to rules and regulations established by the Management Committee.
- g) The Common Areas and Facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.
- h) No admission fees, charges for use, leases or other income-generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Areas and Facilities without the prior written consent of the Management Committee.

#### **ARTICLE VII: OWNERSHIP AND USE**

- a) **Ownership of a Unit.** Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit and to the ownership of an undivided interest in the Common Areas and Facilities.
- b) **Nature of and Restrictions on Ownership and Use.** Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his Unit. There shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, Partnerships or trusts and in the form of single, common or joint tenancy. The Unit Owners may lease or rent their Units with their appurtenant rights subject to terms and conditions except where Section 6 of the Act states otherwise, the terms and conditions may be chosen solely by the Unit Owner and his lessee, except that all Unit Owners, their tenants and other occupants or users of the Property,

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shall be subject to the act, this Declaration, the Bylaws, and all rules and regulations of the Association.

- c) **Prohibition against Subdivision of Unit.** No Unit Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map.
- d) **Ownership of Common Areas and Facilities.** The Common Areas and facilities contained in the property are described and identified in Article V, § 4 of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No fractional ownership interest in the Common Areas and Facilities shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a fraction of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. A Unit Owner's fractional ownership interest in the Common Areas and Facilities, shall be the same for all purposes, including voting and assessment of common expenses. The fractional ownership interests in the Common Area are set forth in Exhibit "B" hereto.
- e) **Use of Common Areas and Facilities.** The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Property, subject to the Declaration and Bylaws. This right of use shall be appurtenant to and run with each Unit.
- f) **Rental Cap.** In an effort to maintain the financial viability and property values of Centennial Park Condominiums, there shall be a rental cap of ten (10) units at any given time. To monitor this, the Management Committee and owners shall do the following:
  - 1. Owners must apply for authorization to rent their unit, and have written approval from the Management Committee before doing so. Failure to do so will result in a monthly fine of \$250.00, with applicable late fees and interest per annum.
  - 2. Owners must fill out a unit-occupancy information sheet annually or whenever the unit is leased to new renters. Also, an emergency form must be filled out for the renters, and submitted to the Property Manager.
  - 3. A copy of the lease will be submitted to the Property Manager, to be retained in their files. The lease must include a stipulation that:

- a) The renter understands the provisions of all governing documents, and
- b) That the lease may be terminated by the owner or the Association if those provisions are violated. This is to include the By-Laws, CCR's, House Rules, and Pet Regulations.
- c) The Association reserves the right to evict any tenant not in compliance, if the Owner refuses to do so.
- d) The written lease agreement must have a duration of a minimum of ninety (90) days.

4. The owner retains the ultimate responsibility to ensure that his or her tenant complies with the Association's governing documents, and will be liable for any fines imposed. The owner also retains full responsibility for paying any and all assessments.

5. Once the 10-unit rental cap is reached, the Management Committee must maintain a waiting list of owners desiring to rent their units.

6. At the Board's discretion, owners may apply to rent their units on a "hardship" basis, even though the cap has been reached. This would include, but is not limited to, military deployment, temporary employment out of the area, and similar situations. In this event, applications would be put on hold until the rentals were once again at the cap level (ten unit's total).

7. "Renters" are to include anyone occupying a unit with the consent of the owner but without the owner being in residence. This is deemed true whether or not there is an exchange of rental funds. This does not include parents, siblings, or children of the owner.

8. All owners who are renting their Units as of the recording date of this Declaration shall be "Grand-fathered" to have rental units, but must register their renters and abide with all the further stipulations.

#### **ARTICLE VIII: LIMITED COMMON AREAS**

Each Unit Owner shall be entitled to the exclusive use and occupancy of the Limited Common Areas assigned to his Unit as set forth in Exhibit "B", or as shown on the Map, subject, however, to the same restrictions on use which apply generally to the Common Areas and Facilities and to Rules and Regulations to be promulgated by the Management Committee as authorized in the Bylaws. Such right to use the Limited Common Areas shall be appurtenant to and contingent upon ownership of the Unit associated therewith, and even though not specifically mentioned in the instrument of transfer, shall automatically pass to the grantee or transferee of such Unit. Such right of use shall not be revocable, nor may it be voluntarily or involuntarily relinquished, waived, or abandoned.

## ARTICLE IX: VOTING – MULTIPLE OWNERSHIP

The vote attributable to and exercisable in connection with a Unit shall be the fraction of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

## ARTICLE X: MANAGEMENT

Management Committee. The business, property and affairs of the Property shall be managed, operated and maintained by the Management Committee of the Centennial Park Home Owners Association, Inc.” a Utah Non-Profit Corporation (hereinafter referred to as “The Association”). The Association shall, in connection with its exercise of any of the powers delineated in paragraphs a) through i) below through its Board of Trustees, i.e. the Management Committee, constitute a legal entity capable of dealing in its own name. The Management Committee shall have, and is hereby granted, the following authority and powers:

- a) the authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and Facilities;
- b) the authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Map which has been approved by the vote or consent necessary to authorize such amendment;
- c) the power to sue and be sued;
- d) the authority to enter into contracts which in any way concern the Property, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;
- e) the power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;
- f) the authority to promulgate such reasonable rules and regulations as may be

desirable to aid the Committee in carrying out any of its functions or to insure that the [Project] Property is maintained and used in a manner consistent with the interests of the Unit Owners; and

- g) the power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary or appropriate for the Management Committee to perform its functions as agent for the Unit Owners.
- h) the authority to enforce the covenants, conditions, and restrictions contained in this Declaration, as well as any rules and regulations adopted pursuant hereto, including the power to levy fines.
- i) the power to collect assessments. Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

Composition of Management Committee. The Management Committee shall be composed of, and governed by Five (5) trustees, four of which must reside at Centennial Park. At the annual Owner's meeting, Trustees shall be elected for staggered two (2) year terms. On every even numbered year two (2) Trustees will be elected for a two year term, on every odd numbered year three (3) Trustees will be elected to a two year term. Only Unit Owners in good standing, with no outstanding HOA Fees, shall be eligible for Management Committee membership. At the annual meeting, the Owners(s) of each Unit shall be entitled to one (1) vote for each seat to be filled. Said votes may be voted in favor of as many candidates for Committee Membership as the Owner(s) desire, or may be cumulated and voted for a lesser number of candidates. Any Trustee who fails on three (3) successive occasions to attend Committee meetings (whether regular or special) or who has not attended at least seventy-five percent (75%) of all Committee meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit his/her seat. In the event a Trustee seat becomes vacant, whether by reason of forfeiture or due to another cause, the remaining Trustees shall elect a replacement to sit on the Committee until the expiration of the term for which the member being replaced was elected. Unless he forfeits or otherwise loses his seat as herein provided, a Trustee shall serve on the Committee until his successor is elected and qualifies. Trustees shall be reimbursed out of common expense assessments for all expenses reasonably incurred in connection with Committee business, but shall receive no additional compensation for their services as Trustees.

Responsibility. The Management Committee shall be responsible for the control, operation and management of the Property in accordance with the provisions of the Act, this Declaration, such administrative, management and operational rules and regulations as it may adopt from time to

time as herein provided, and all agreements and determinations lawfully made and entered into by said Committee.

- a) Approval Required. The Management Committee shall not, without the prior favorable vote or the written consent of the Owners of a majority interest in the undivided ownership of the Common Area, have the authority to purchase or sell any real property or add any property to the Common Area.
- b) Additional Facilities. The Management Committee shall, subject to any necessary approval, have the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to effect the necessary amendment of documents and maps in connection therewith.
- c) Name. As set forth above, the Management Committee shall be, and shall be known as the Centennial Park Home Owners' Association, a Utah Non-Profit Corporation.
- d) Manager. The Committee may carry out through a Property Manager any of its functions which are properly the subject of delegation. To the extent allowed by law, any Manager so engaged shall be an independent contractor and not an agent or employee of the Committee, shall be responsible for managing the Property for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Property must be terminable for cause upon 30 day's notice, and run for a reasonable period of from 1 to 3 years and be renewable by consent of the Management Committee.

#### **ARTICLE XI: EASEMENTS**

1. Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit or reasonably accessible only through such Unit.
2. In the event that, by reason of the construction, reconstruction, settlement or shifting of any part of a building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be,

so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owners or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the wrongful conduct of such Unit Owner or Owners occurring after the date on which this Declaration is recorded.

#### **ARTICLE XII: CHANGE IN OWNERSHIP**

The Management Committee shall maintain up-to-date records showing the name of each Owner, the address of such Owner, and the Unit which is owned by him/her. In the event of any transfer of a fee or undivided fee interest in a Unit either the transferor or transferee shall furnish the Management Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the county Recorder of the county where the Property is located. The Management Committee may for all purposes act and rely on the information concerning Owners and Unit Ownership which is thus acquired by it or, at its option, the Management Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of the County where the Property is located. The address of an Owner shall be deemed to be the address of the Unit owned by such Owner unless the Management Committee is otherwise advised. An Owner who fails to so furnish the above information shall continue to be liable for monthly assessments of common expenses even after transferring ownership of the Unit.

#### **ARTICLE XIII: ASSESSMENTS**

Every Unit Owner shall pay his proportionate share of the common Expenses. Payment thereof shall be in such amounts and at such times as the Management Committee determines in accordance with the Act, the Declaration or the Bylaws. There shall be a lien for nonpayment of Common Expenses as provided in the Act.

In assessing Unit Owners for capital improvements, no assessment for a single improvement in the nature of a capital expenditure exceeding the sum of Ten Thousand and No/100 Dollars \$10,000.00 shall be made without the same having been first voted on and approved by at least a majority of the Property's undivided ownership interest present at the meeting.

#### **ARTICLE XIV: DESTRUCTION OR DAMAGE**

In the event of destruction of or damage to part or all of the improvements in the Condominium Property, the procedures of this section shall apply,

1. If the proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

2. If less than seventy-five percent (75%) of the Property's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Unit Owners shall be assessed for a deficiency on the basis of their respective appurtenant percentages of undivided ownership interest in the Common Areas and Facilities, said assessment becoming a lien on the Units as provided in the Act.
3. If seventy-five percent (75%) or more of the Property's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within one hundred (100) days after the destruction or damage by a vote of at least seventy-five percent (75%) of the entire undivided ownership interest in the Common Areas and Facilities of the Property elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under § 2, above.
4. If seventy-five percent (75%) or more of the Property's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Committee are insufficient to accomplish restoration, and if the Unit Owners do not within one hundred (100) days after the destruction or damage and by a vote of at least seventy-five percent (75%) of the entire undivided ownership interest in the Common Areas and Facilities of the Property, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the County Recorder of the county where the Property is located a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Ann. (1953 as amended), shall apply and shall govern the rights of all parties having an interest in the Property or any of the Units.
5. Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by the section regarding the extent of damage to or destruction of the Property's improvements shall be made as follows:

The Management Committee shall retain three (3) appraisers; each appraiser shall independently estimate the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this section shall be the median of the three (3) estimates.



## **ARTICLE XV: TAXES**

It is understood that under the Act each Unit, together with its fraction of undivided interest in the Common Areas and Facilities in the Property, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his/her Condominium. All taxes, assessments and charges which may become liens prior to any First Mortgage shall relate only to the individual Unit against which they are assessed and not to the Property as a whole.

## **ARTICLE XVI: INSURANCE**

1. Hazard Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the following requirements:
  - a) A multi-peril type policy covering the entire Condominium Property (to include Unit exteriors, Common Areas and Facilities) shall be maintained. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium Properties similar to the Property in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value of the Property (based upon replacement cost). Such policy shall include an "Agreed Amount Endorsement" or its equivalent, and, if necessary or appropriate, an "increased Cost of Construction Endorsement" or its equivalent.
  - b) If a steam boiler is or comes to be contained in the Property, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery, insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) per accident per location.
  - c) If the Property is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium Property shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under the said Act or the aggregate of the most recent tax valuations affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National

Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.

- d) The named insured under each policy required to be maintained by the foregoing items a), b) and c) shall be in form and substance essentially as follows: “The Management Committee and the Association of Unit Owners of the Centennial Park Condominiums, or their authorized representative, for the use and benefit of the individual Owners”.
  - e) Each such policy shall include the standard mortgagee clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Management Committee or the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.
  - f) Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.
2. Fidelity Insurance. The Management Committee or Association shall be authorized to maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one and one-half times (150%) the Property’s estimated annual operating expenses and reserves. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers.
3. Liability Insurance. The Management Committee or Association of Unit Owners shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a “Severability of Interest Endorsement” or its equivalent which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners. The coverage afforded by such public liability insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, garage keeper’s liability (if applicable), and such other risks as customarily are covered with respect to condominium Properties similar to the Property in construction, location, and use. The limits of liability under such insurance shall not be less than One Million Dollars

(\$1,000,000.00) for all claims for personal injury, death and/or property damage arising out of a single occurrence.

4. A "Directors and Officer's policy" shall be maintained.
5. General Requirements Concerning Insurance. Each insurance policy maintained pursuant to the foregoing Article XVI §§ 1 through 3, shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of Class A-VI or better. No such policy shall be maintained where:
  - a) under the terms of the carrier's charter, bylaws or policy, or any other agreement with the carrier, contributions may be required from, or assessments may be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners, a Unit, the Common Areas, or the Property;
  - b) by the terms of the carrier's charter, bylaws, or policy, or any other agreement with the carrier, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members;
  - c) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or
  - d) the policy provides that the insurance there under shall be brought into contribution with insurance purchased by the individual Unit Owners or their mortgagees.

Each such policy shall provide that:

- a) coverage shall not be prejudiced by any act or neglect of the Unit Owners;
- b) coverage shall not be prejudiced by any failure by the Association or Committee to comply with any warranty or condition, with regard to any portion of the Property;
- c) coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insured named therein, including any Mortgagee named as an insured; and
- g) the insurer waives any right of subrogation it might have to any and all claims against the Association, the Management Committee, any Unit Owner, and/or their respective agents, employees or tenants, and any defense it might have based upon co-insurance or upon invalidity arising from acts of the insured. If, due to changed circumstances, excessive cost, or any other reason, any of

the insurance coverage required to be obtained and maintained under §§ 1 through 3 of this Article XVI cannot reasonably be secured, with respect to such coverage the Association or the Committee shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist.

#### **6. INDIVIDUAL HOMOWNER'S POLICY:**

- a) Every Unit Owner is required to purchase and retain an individual Condominium Homeowner's Policy (HO-6) for his or her Unit. Proof must be provided to the Management Committee annually that this insurance is in force. Failure to do so will result in a \$50.00 fine monthly, with interest to accrue per annum until paid in full.
- b) It is recommended that the Owner's HO-6 Policy include a "Loss Assessment" rider, to cover any assessment for loss beyond insurance on the HOA Master Policy.
- c) If an incident is found to be due to the negligence of a Unit Owner, his or her residents, or guests, that Owner will be held responsible for payment of the deductible of the HOA Master Policy. This will be considered as a lien against that Owner's property, and will accrue interest per annum until paid in full. Therefore, it is recommended that an additional rider be added to the Owner's HO-6 to cover this possibility.

#### **ARTICLE XVII: PAYMENT OF EXPENSES**

1. Each Unit Owner shall pay the Management Committee his/her allocated portion of the cash requirement to manage and operate the Condominium Property, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Owner may have against the Management Committee or Association. If the Unit Owner shall fail to pay any installment within ten (10) days of the time when the same becomes due, the Owner shall pay a late payment penalty, and interest shall accrue at a rate to be determined by the property manager per annum from the date when such installment became due to the date of the payment thereof.

2. The cash requirements above referred to for each year, or portion of the year, are hereby defined and shall be deemed to include an adequate reserve fund for maintenance, repairs and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, plus such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Condominium Property then in existence to enable the Management Committee to pay all estimated expense and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, building, and improvements, which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability and other insurance premiums, common lighting, landscaping and the care of the grounds,

repairs, and renovations to Common Areas and Facilities, snow removal, wages, all utility services (except telephone, electricity, gas and other services which are separately billed or metered to the individual Units by the utility or party furnishing such service), legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of the Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to the Condominium Property. The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so fixed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items of expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for the previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

3. The portion payable with respect to each Unit in and for each year or for a portion of any Year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the fraction of undivided interest in the Common Areas and Facilities appurtenant to such Unit, as shown in Exhibit "B". Such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be provided by the Management Committee.

4. The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Condominium Property and to determine the cash requirements of the Property to be paid as aforesaid by the Owners under the Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act and this Declaration shall be final and conclusive as to the Owners, and any expenditure(s) made by the Management Committee, within the bounds of the Act and this Declaration, shall be final and conclusive as to the Owners, and deemed necessary and properly made.

5. If an Owner shall at any time let or sublet his/her Unit and shall default for a period of one (1) month in the payment of any 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 occupying the Unit so much of the rent due or becoming due and payable as is necessary to cure said default 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. The amount collected from the renter shall include any late fees or interests due from the owner.

6. Each monthly assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid Common Expenses may be maintained without foreclosure or waiving the lien (described hereafter) securing the same. If not paid when due, the amount of any assessment, whether

regular or special, assessed to a Unit plus late payment penalties and a percent interest per annum, to be determined by the Management Committee and the Property Manager, costs of action and reasonable attorney's fees, shall become a lien upon such Unit upon recordation of a notice thereof as provided by the Act. The said lien for non-payment of common expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

- a) tax and special assessment liens on the Unit in favor of any assessing unit, or special district; and
- b) encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

7. In any conveyance, except to a mortgagee as hereinafter set forth, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his/her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Manager or Management Committee setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth.

8. A certificate executed and acknowledged by the Manager or Management Committee stating the unpaid common expenses then outstanding with respect to a Unit shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or encumbrance or prospective Owner or encumbrance of a Unit upon request at a reasonable fee. Unless the request for a certificate of indebtedness shall be complied with within ten (10) days, all unpaid Common Expenses which become due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any encumbrance holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment that encumbrance shall have a lien on the Unit for the same rank as the lien of his encumbrance for the amounts paid.

9. Such lien for non-payment of assessment may be enforced by sale by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

10. In the event of foreclosure, the Unit Owner, if he/she is an owner-occupier and desires to remain in the Unit during any redemption period, shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the security. The Management Committee or Manager shall have the power to bid on the Unit at foreclosure or other sale and to hold, lease, mortgage and convey the Unit. Prior to foreclosure or other sale, upon payment or

other satisfaction of delinquent assessments concerning which a notice of assessment has been recorded, the Management Committee shall cause to be recorded in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof.

## **ARTICLE XVIII: MORTGAGEE PROTECTION**

1. From and after the time a Mortgagee makes written request to the Management Committee or the Association the Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Unit encumbered by the mortgage held by such Mortgagee neglects for a period of sixty (60) or more days to cure any failure on his part to perform any of his obligations under this Declaration.

2. The lien or claim against a Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to a prior recorded First Mortgage affecting such Unit. Such a Mortgagee who obtains title to a Unit pursuant to his Mortgage by foreclosure shall not be liable for such Unit's unpaid assessments which accrue prior to the acquisition of title to such Unit by the Mortgagee and shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to the acquisition of title to such Unit by Mortgagee (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the Mortgagee is interested. No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not a burden to a Mortgagee coming into possession pursuant to his Mortgage shall be collected or endorsed by either the Management Committee or the Association from or against a Mortgagee, a successor in title to the Mortgagee interested in such Unit).

3. Unless at least fifty-one (51%) of the First Mortgagees (based upon one (1) vote for each First Mortgage owned), and at least sixty-seven (67%) of the Owners of the Association have given their prior written approval:

- a) to seek to abandon or terminate the Condominium Property or to abandon or terminate the arrangement which is established by this Declaration and the Record of Survey Map (except as provided in Article XIV hereof in the event of certain destruction or damage);
- b) to partition or subdivide any Unit;
- b) to seek to abandon, partition, subdivide, encumber, expand, sell or transfer all or any of the Common Areas and Facilities (except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities except as provided in Article XIV hereof in the event of certain destruction or damage);
- d) to use hazard insurance proceeds resulting from damage to any part of the

Condominium Property (whether to units or to the Common Areas) for purposes other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in the event of substantial loss to the Units and/or Common Areas and Facilities;

- e) to change the pro rata interests or obligations of any Unit, which apply for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for (2) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
- f) to alter the provisions of Article XVI hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein.
- g) to alter the voting interests of the Owners;
- h) to alter provisions relating to assessments, assessment liens, or subordination of such liens;
- h) to alter the funding of reserves for maintenance, repair, or replacement of Common Areas;
- j) to alter the rights of use of the Common Areas;
- k) to alter the boundaries of any Unit;
- l) to alter the provisions relating the leasing of any Unit; or
- m) impose any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit.

4. Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, or the Association of Unit Owners, or of the Condominium Property. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Committee or the Association shall furnish to such Mortgagee copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Condominium [Project] Property as may be prepared for distribution to or use by the Committee, the Association, or the Unit Owners.

5. The Management Committee and the Association shall establish an adequate reserve fund to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such repairs to be funded by regular monthly or



other periodic assessments against the Units rather than by special assessments, to the extent possible.

6. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Committee or the Association shall notify such Mortgagee in writing in the event that there occurs any damage or loss to, or any taking or anticipated condemnation of:

- a) the Common Areas involving an amount in excess of, or reasonably estimated to be in excess of, Fifty Thousand and No/100 Dollars (\$50,000.00);or
- b) any Unit involving an amount in excess of, or reasonably estimated to be in excess of,
- c) Two Thousand Dollars \$2,000.00. Said notice shall be given within ten (10) calendar days after the Management Committee or said Association learns of such damage, loss, taking or anticipated condemnation.

7. Nothing contained in the Declaration shall give a Unit Owner, or any other party, priority over any rights of a prior recorded First Mortgagee pursuant to its Mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units and/or Common Areas and Facilities.

8. No amendment to this Article XVIII which has the effect of diminishing the rights, protection or security afforded to Mortgagees shall be accomplished or effective unless seventy five percent 75% of the Mortgagees of the individual Units have given their prior written approval to such amendment. Any amendment to this Article XVIII shall be accomplished by an instrument executed by the Management Committee and filed for record in the office of the County Recorder of the county where the Property is located. In any such instrument an officer of the Management Committee shall certify that any prior written approval of Mortgagees required by this Article XVIII as a condition to amendment has been obtained.

9. Upon sending a copy of the amendment to the mortgage, the mortgagee has (60) sixty days to respond. Failure to respond is deemed an approval of the proposed amendment.

#### **ARTICLE XIX: EMINENT DOMAIN**

In the event that eminent domain proceedings are commenced against the Property or any portion thereof, the provisions of § 57-8-32.5, Utah Code Ann. (1953 as amended) shall apply. The Management Committee shall give written notice of such proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

## **ARTICLE XX: MAINTENANCE**

1. Each Owner of a Unit at his own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee on behalf of all Unit Owners is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit, building or buildings caused by the act, negligence or carelessness of the Unit Owner or that of any tenant or subtenant or any member of the Unit Owner's family or of the family of any tenant or subtenant or any agent, employee or guest of the Owner or his tenant or subtenant and all such repairs, redecorating and painting shall be of a quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance or replacement of any heating equipment, hot water equipment or plumbing fixtures that may be used exclusively by the Unit. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Areas appurtenant to this Unit; provided, however, that without the written permission of the Management Committee first had and obtained, a Unit Owner shall not make or permit to be made any structural alteration, in or to the Unit or in or to the exterior of the building and shall not paint or decorate any portion of the exterior of the Unit or of the building in which the Unit is located.

2. Except as hereinafter provided, the Management Committee shall provide for such maintenance and operation of the Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. The Management Committee shall have no obligation regarding maintenance or care of Units.

## **ARTICLE XXI: RIGHT OF ENTRY**

The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units in case of an emergency originating in or threatening such Unit or any other part of the Property, whether or not the Unit Owner or occupant thereof is present at the time. The Committee and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Property or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Property and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits.

## **ARTICLE XXII: ADMINISTRATIVE RULES AND REGULATIONS**

The Management Committee shall have the power to adopt and establish by resolution, such Property management and operational rules as it may deem necessary for the maintenance, operation, management and control of the Property. The Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or

provision for repeal of any rule or rules has been furnished to the Unit Owners such amendment, alteration or provision shall be taken to be a part of such rules. Unit Owners shall at all times obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such rules shall apply and be binding upon all Unit Owners, tenants, subtenants or other occupants of the Units. This resolution shall include a schedule of fines and other means of enforcement.

#### **ARTICLE XXIII: OBLIGATION TO COMPLY HEREWITH**

Each Unit Owner, tenant, subtenant or other occupant of a Unit shall comply with the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Unit Owners, when acting in accordance with the proper authority, and any failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee or other aggrieved party for injunctive relief or to cover any loss or damage resulting there from, including costs and reasonable attorney's fees.

#### **ARTICLE XXIV: INDEMNIFICATION OF MANAGEMENT COMMITTEE**

Each member of the Management Committee shall be indemnified and held harmless by the Association of Unit Owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees reasonably incurred by him/her in connection with any proceeding in which he/she may become involved by reason of his/her being or having been a member of said Committee; provided, however, the foregoing indemnification shall not apply if the loss, expense or liability involved resulted from the willful misconduct or gross negligence of the member.

#### **ARTICLE XXV: AMENDMENT**

Except as otherwise provided herein, this Declaration may be amended only upon the affirmative vote of at least sixty-seven percent (67%) of the Owners of the Association. The amendment shall be effective upon recordation in the office of the recorder of Salt Lake County, State of Utah. In such instrument the Management Committee shall certify that the vote required by this Section for the amendment has occurred. If a Unit is owned by more than one owner, the signature of any one owner shall be sufficient to constitute approval for that Unit under this paragraph. If a Unit is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this paragraph. No acknowledgement of any signature shall be required.

Any amendment so authorized shall be accomplished by recordation of an instrument executed by the Management Committee. In said instrument the Committee shall certify the vote or consent required by this article XXV has occurred.

## **ARTICLE XXVI: CONSENT IN LIEU OF VOTE**

In any case in which the Act or this Declaration requires the vote of a stated percentage of the Property's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this section:

1. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.
2. Any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and
3. Unless the consents of all Owners having an interest in the same Unit are secured, the consent of none of such Owners shall be effective.

## **ARTICLE XXVII: SEVERABILITY**

The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, sections or articles hereto shall not affect the remaining portions of this instrument nor any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, section or sections, or article or articles had not been inserted.

## **ARTICLE XXVIII: GENDER**

The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male, female or neuter, shall in all cases be assumed as though in each case fully expressed.

## **ARTICLE XXIX: WAIVERS**

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

## **ARTICLE XXX: TOPICAL HEADINGS**

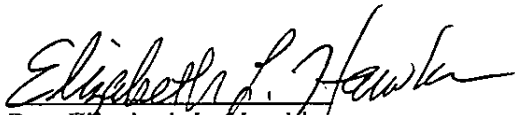
The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

**ARTICLE XXXI: EFFECTIVE DATE**

This Declaration shall take effect upon recording.

**IN WITNESS WHEREOF**, the undersigned has caused this Declaration to be executed on its behalf this 12<sup>th</sup> day of JULY, 2010

THE DECLARANT:  
CENTENNIAL PARK HOME OWNERS ASSOCIATION INC.



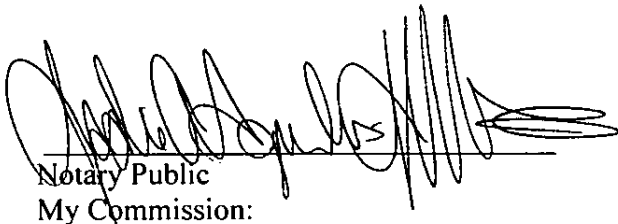
By: Elizabeth L. Hawkins  
Its: President

STATE OF UTAH )

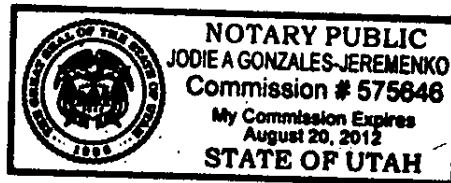
: ss.

COUNTY OF SALT LAKE EtH

I certify that on the 12<sup>th</sup> day of July, 2010, personally appeared before me Elizabeth L. Hawkins, who, being first duly sworn, stated that she is the President of the Centennial Park Home Owners Association Inc., respectively, and that, having authority, they executed the foregoing on behalf thereof.



Notary Public  
My Commission:



**EXHIBIT "B"**  
to the  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION INC.:

**OWNERSHIP OF COMMON AREAS AND ASSIGNMENT OF  
PARKING SPACES AS LIMITED COMMON AREA**

(See Exhibit "E" for the maximum and minimum percentages of ownership of Common Areas  
and Facilities as the Project is expanded with additional Phases)

<u>Unit No.</u>	<u>Percentage of Ownership of Common Areas and Facilities</u>	<u>Parking Space No</u>
01A	1.43%	01A
01B	1.43%	01B
01C	1.43%	01C
01D	1.43%	01D
02A	1.43%	02A
02B	1.43%	02B
02C	1.43%	02C
02D	1.43%	02D
03A	1.43%	03A
03B	1.43%	03B
03C	1.43%	03C
03D	1.43%	03D
04A	1.43%	04A
04B	1.43%	04B
04C	1.43%	04C
04D	1.43%	04D
05A	1.43%	05A
05B	1.43%	05B
05C	1.43%	05C
05D	1.43%	05D
06A	1.43%	06A
06B	1.43%	06B
06C	1.43%	06C
06D	1.43%	06D
07A	1.43%	07A
07B	1.43%	07B
07C	1.43%	07C
07D	1.43%	07D
08A	1.43%	08A
08B	1.43%	08B
08C	1.43%	08C
08D	1.43%	08D

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09A	1.43%	09A
09B	1.43%	09B
09C	1.43%	09C
09D	1.43%	09D
10A	1.43%	10A
10B	1.43%	10B
11A	1.43%	11A
11B	1.43%	11B
11C	1.43%	11C
11D	1.43%	11D
12A	1.43%	12A
12B	1.43%	12B
12C	1.43%	12C
12D	1.43%	12D
13A	1.43%	13A
13B	1.43%	13B
13C	1.43%	13C
13D	1.43%	13D
14A	1.43%	14A
14B	1.43%	14B
14C	1.43%	14C
14D	1.43%	14D
15A	1.43%	15A
15B	1.43%	15B
15C	1.43%	15C
15D	1.43%	15D
16A	1.43%	16A
16B	1.43%	16B
16C	1.43%	16C
16D	1.43%	16D
17A	1.43%	17A
17B	1.43%	17B
17C	1.43%	17C
17D	1.43%	17D
18A	1.43%	18A
18B	1.43%	18B
18C	1.43%	18C
18D	1.43%	18D

**EXHIBIT "C"**  
to the  
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION:

**LEGAL DESCRIPTION OF THAT PARCEL OF LAND COMPRISING PHASE 1**

That certain tract of land located in Salt Lake County, Utah, more particularly described as follows:

Beginning at a point South 00°08'45" East, a distance of 775.50 feet Along the Monument line and North 89°51'15" East, a distance of 793.15 feet and South 00° East, a distance of 310.95 feet from the Northwest corner of the Southeast Quarter of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence East, a distance of 284.12 feet; thence South, a distance of 207.87 feet; Thence South 89°49'00" West, a distance of 283.59 feet; thence North 00°08'45" West, a distance of 208.78 feet to the point of beginning.

Containing 59,133.03 square feet or 1.358 acres. Total of 16 Units, Building #'s 13, 14, 15, & 16.

**EXHIBIT "D"**  
to the  
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION:

**LEGAL DESCRIPTION OF ADDITIONAL LAND PHASES II THROUGH VII  
PHASE II:**

That certain tract of land located in Salt Lake County, Utah, more particularly described as follows:

Beginning at a point South 00 degrees 08 minutes 45 seconds East, a Distance of 775.50 feet along the monument line and North 89 degrees 51 minutes 15 seconds East, a distance of 793.15 feet from the Northwest Corner of the Southeast Quarter of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89 Degrees 51 minutes 15 seconds East, a distance of 113.19 feet; thence South, a distance of 117.63 feet, thence South 45 degrees 12 minutes 30 Seconds East, a distance of 60.07 feet; thence South, a distance of 151.58 Feet; thence West, a distance of 155.02 feet; thence North 00 degrees 08 Minutes 45 seconds West, a distance of 310.94 feet to the point of beginning.

Containing 42,438.14 square feet or 0.974 acres. Total of ten (10) units, Building @'s 10, 11, & 12.



**EXHIBIT "D"**  
to the  
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION:

**LEGAL DESCRIPTION OF ADDITIONAL LAND PHASES II THROUGH VII**

PHASE III:

That certain tract of land located in Salt Lake County, Utah, more  
Particularly described as follows:

Beginning at a point South 00 degrees 08 minutes 45 seconds East, a  
Distance of 775.50 feet along the monument line and North 89 degrees  
51 minutes 15 seconds East, a distance of 906.34 feet from the Northwest  
Corner of the Southeast Quarter of Section 27, Township 1 South, Range  
1 West, Salt Lake Base and Meridian, and running thence North 90 degrees  
51 minutes 15 seconds East, a distance of 171.73 feet; thence South, a  
Distance 311.67 feet, thence West, a distance of 129.10 feet; thence North,  
A distance of 151.28 feet; thence North 45 degrees 12 minutes 30 seconds  
West, a distance of 60.07 feet; thence North, a distance of 117.63 feet to  
the point of beginning.

Containing 46,132.43 square feet or 1.059 acres. Total of eight (8) units,  
Building #'s 8,& 9.

**EXHIBIT "D"**  
to the  
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION:

**LEGAL DESCRIPTION OF ADDITIONAL LAND PHASES II THROUGH VII**

PHASE IV:

That certain tract of land located in Salt Lake County, Utah, more  
Particularly described as follows:

Beginning at a point south 00 degrees 08 minutes 45 seconds East, a  
Distance of 775.50 feet along the monument line and North 89 degrees  
51 minutes 15 seconds East, a distance of 1,078.06 feet, and South,  
155.05 feet from the Northwest corner of the Southeast Quarter of  
Section 27, Township 1 South, Range 1 West, Salt Lake Base and  
Meridian, and running thence East, a distance of 121.04 feet; thence  
South, a distance of 364.10 feet, thence South 89 degrees 49 minutes  
00 seconds West, a distance of 121.05 feet; thence North, a distance  
Of 364.49 feet to the point of beginning.

Containing 44,095.59 square feet or 1.012 acres. Total of 8 units,  
Building #'s 17 & 18.

**EXHIBIT "D"**  
to the  
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION:

**LEGAL DESCRIPTION OF ADDITIONAL LAND PHASES II THROUGH VII  
PHASE V:**

That certain tract of land located in Salt Lake County, Utah, more  
Particularly described as follows:

Beginning at a point South 00 degrees 08 minutes 45 seconds East, a  
Distance of 775.50 feet along the monument line and North 89 degrees  
51 minutes 15 seconds East, a distance of 1,078.06 feet from the North-  
West corner of the Southeast Quarter of Section 27, Township 1 South,  
Range 1 West, Salt Lake Base Meridian, and running thence North 89  
Degrees 51 minutes 15 seconds East, a distance of 274.93 feet; thence  
South 00 degrees 08 minutes 45 seconds East, a distance of 155.75 feet,  
thence West, a distance of 275.32 feet; thence North, a distance of 155.05  
feet to the point of beginning.

Containing 42,755.20 square feet or 0.982 acres. Total of eight (8) units,  
Building #'s 5, 6 & 7.

**EXHIBIT "D"**  
to the  
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION:

**LEGAL DESCRIPTION OF ADDITIONAL LAND PHASES II THROUGH VII  
PHASE VI:**

That certain tract of land located in Salt Lake County, Utah, more  
Particularly described as follows:

Beginning at a point South 00 degrees 08 minutes 45 seconds East, a  
Distance of 775.50 feet along the monument line and North 89 degrees  
51 minutes 15 seconds East, a distance of 1,353.00 feet, and South 00  
Degrees 08 minutes 45 Seconds East, a distance of 155.75 feet from the  
Northwest corner of the Southeast Quarter of Section 27, Township 1  
South, Range 1 West, Salt Lake Base and Meridian, and running thence  
South 00 degrees 08 minutes 45 seconds East, a distance of 173.85 feet;  
Thence West, a distance of 154.73 feet; thence North, distance of 173.85  
Feet, thence East, a distance of 154.28 feet to the point of beginning.

Containing 26,860.22 square feet or 0.617 acres. Total of 8 units, building  
#'s 3 & 4.

**EXHIBIT "D"**  
to the  
**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION:**

**LEGAL DESCRIPTION OF ADDITIONAL LAND PHASES II THROUGH VII  
PHASE VII:**

That certain tract of land located in Salt Lake County, Utah, more  
Particularly described as follows:

Beginning at a point South 00 degrees 08 minutes 45 seconds East, a  
Distance of 775.50 feet along the monument line and North 89 degrees  
51 minutes 15 seconds East, a distance of 1,353.00 feet, and South 00  
Degrees 08 minutes 45 seconds East, a distance of 329.60 feet from the  
Northwest corner of the Southeast Quarter of Section 27, Township 1  
South, Range 1 West, Salt Lake Base and Meridian, and running thence  
South 00 degrees 08 minutes 45 seconds East, a distance of 189.76 feet;  
Thence South 89 degrees 49 minutes 00 seconds West, a distance of  
155.21 feet; thence North, a distance of 190.25 feet, thence East, a distance  
of 154.73 feet to the point of beginning.

Containing 29,444.75 square feet or 0.676 acres. Total of 8 units, building  
#'s 1 & 2.

**EXHIBIT "E"**  
to the  
**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION:**

**MAXIMUM AND MINIMUM PERCENTAGES OF INTEREST  
IN COMMON AREAS BY PHASE**

<b>Phase</b>	<b>Number of Units in Phase</b>	<b>Aggregate Number of Units in Project</b>	<b>Maximum Percentage Interest</b>	<b>Minimum Percentage Interest</b>
<b>I</b>	16	16	1.43%	1.4285%
<b>II</b>	<del>12</del> 10	<del>28</del> 26	3.5714%	1.4285%
<b>III</b>	8	<del>36</del> 34	2.7777%	1.4285%
<b>IV</b>	8	<del>44</del> 42	2.2727%	1.4285%
<b>V</b>	12	<del>56</del> 54	1.7857%	1.4285%
<b>VI</b>	8	<del>64</del> 62	1.5625%	1.4285%
<b>VII</b>	8	70	1.4285%	1.4285%

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**EXHIBIT "A"**  
to the  
SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR THE  
CENTENNIAL PARK HOME OWNERS ASSOCIATION INC.

**SECOND AMENDED AND RESTATED BYLAWS OF  
CENTENNIAL PARK HOME OWNERS' ASSOCIATION,**

A Utah Non-Profit Corporation,

attached.

**SECOND AND AMENDED BYLAWS OF CENTENNIAL PARK HOMEOWNERS'  
ASSOCIATION, INC. A UTAH NON-PROFIT CORPORATION**

**I: IDENTITY**

These are the Bylaws of the Centennial Park Homeowners' Association, Inc., a Utah Non-Profit Corporation, (hereinafter referred to as the "Company") established to act as the association of all Unit Owners of the Centennial Park condominiums, a Utah Condominium Property, duly made and provided for in accordance with the Utah Condominium Ownership Act (the Act). The Board of Trustees of the Company shall constitute the Management of said Condominium Property (the Property). Any term used herein which is defined in the Declaration to which these Bylaws are appended shall have the meaning ascribed therein.

**II: APPLICATION**

All present or future owners, tenants or any other persons who might use the facilities of Centennial Park Condominiums in any manner are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the Units or parts thereof, or the mere act of occupancy or use of any of said Units or part thereof or the Common Areas and Facilities will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

**III: ADMINISTRATION OF CONDOMINIUM PROPERTY**

1. Place of Meetings: Meetings of the Unit Owners shall be held at such place within the County of Salt Lake as the Board of Trustees, as established below, may specify in the notice, except as herein otherwise specified.
2. Annual Meetings: The annual meetings of the Unit Owners shall be held at a specified location in Salt Lake County in January. Notice of the date, time and location will be delivered to the owners no less than ten (10) days prior to the meeting.
3. Special Meetings: Special meetings of the Association of Unit Owners may be called at any time by the Board of Trustees or by Unit Owners who collectively hold at least thirty percent (30%) of the total vote. Notice of said meetings shall be delivered not less than ten (10) days prior to the date fixed for said meeting. Such meeting shall be held on the Property or such other place as the Board of Trustees may specify and the notice thereof shall state the date, time and matters to be considered.
4. Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally or by certified or regular mail. If delivery is by regular mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to the Unit Owner concerned.

5. Quorum. At the meeting of the Unit Owners, the Owners whether they are represented in person or by proxy of at least fifty-one percent 51% in the aggregate of interest in the undivided ownership of the Common Areas and Facilities shall constitute a quorum for any and all purposes, except in situations in which express provisions require a greater vote in which event a quorum shall be the percentage of interest required for such vote. In the absence of a quorum in person or by proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Unit Owners present at such subsequent meeting, in person or by proxy, shall constitute a quorum. At any such adjourned meeting held as set forth above, any business may be transacted which might have been transacted at the meeting as originally noticed.

6. Voting. When a quorum is present at any meeting, the vote of the Unit Owners representing at least fifty percent (50%) of the undivided interest present at the meeting either in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Board of Trustees, unless the question is one upon which, by express provision, shall govern and control the decision of such question. All votes may be cast either in person or by proxy. All proxies shall be in writing, and must be of record with the secretary prior to the meeting at which they are used.

7. Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these Bylaws, or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver.

8. Time of Meeting. All meetings shall be held at 7:00 P.M. unless a notice of such meeting is duly delivered specifying a different time.

#### **IV: MANAGEMENT COMMITTEE**

1. Powers. The business, property, and affairs of the Condominium Property shall be managed and governed by the Company through its Board of Trustees.

2. Election. The Trustees shall be elected as provided in the Declaration.

3. Vacancies: Vacancies on the Board of Trustees shall be filled as provided in the Declaration.

4. Regular Meetings. A regular annual meeting of the Board of Trustees shall be held within seven (7) days after the adjournment of each annual meeting of the Unit Owners. Regular meetings, shall or may be held at least every sixty (60) days at such places and at such times as either the President or the Board of Trustees as a whole may from time to time designate.

5. Special meetings. Special meetings of the Board of Trustees shall be held whenever called by the President, Vice President, or by two or more Trustees. By unanimous consent of the Board of Trustees, special meetings may be held without call or notice at any time or place.

6. Quorum. A quorum for the transaction of business at any meeting of the Board of Trustees shall consist of a majority of the members of the Board of Trustees then in office.

7. Compensation. Members of the Board of Trustees as such, shall not receive any stated salary or compensation. Reimbursement of expenses incurred by said Members in behalf of the Condominium Property will be approved by two other board members with receipt and documentation.

8. Waiver of Notice. Before or at any meeting of the Board of Trustees, any member thereof may, in writing, or by attendance, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Trustees at any meeting thereof shall be a waiver of notice by him of the time and place thereof.

9. Adjournments. The Board of Trustees may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

## **V: OFFICERS**

1. Designation and Election. There shall be elected as officers of the Association, a president, a vice-president, a secretary and a treasurer, all of whom shall be elected by and from the Board of Trustees. The Board of Trustees may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Board of Trustees following the annual meeting of the Unit Owners; provided, however, that election of officers may be held at any other meeting of the Board of Trustees.

2. Other Officers. The Board of Trustees may appoint such other officers, in addition to the officers hereinabove expressly named, as they shall deem necessary, which shall have authority to perform such duties as may be prescribed from time to time by the Board of Trustees.

3. Removal of Officers and Agents. All officers and agents shall be subject to removal, with or without cause, at any time by the affirmative vote of the majority of the Trustees.

4. President. The president shall be the chief executive of the Board of Trustees, and shall exercise general supervision over its property and affairs. He / she shall sign on behalf of the Condominium Property all conveyances, mortgages and contracts of material importance to its business, and shall do and perform all acts and things which the Board of Trustees may require of him/her. He/she shall preside at all meetings of the Unit Owners and the Board of Trustees. He/she shall have all of the general powers and duties which are normally vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he/she may in his/her discretion decide who is appropriate to assist in the conduct of the affairs of the Condominium Property.

5. Vice president. The vice president shall take the place of the president and perform his/her duties whenever the president shall be absent or unable to act. If neither the president nor the vice president is able to act, the Board of Trustees shall appoint some other member thereof to do

so on an interim basis. The vice president shall also perform such other duties as shall from time to time be prescribed by the Board of Trustees.

6. Secretary. The secretary shall keep the minutes of all meetings of the Board of Trustees and of the Unit Owners; he/she shall have charge of the books and papers as the Board of Trustees may direct; and he/she shall in general perform all the duties incident to the office of secretary.

7. Treasurer. The treasurer shall have the responsibility for the funds and securities of the Board of Trustees and shall be responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the Board of Trustees. He/she shall be responsible for the deposit of all monies and all other valuable effects in the name and to the credit of, the Board of Trustees in such depositories as may from time to time be designated by the Board of Trustees. One Trustee may concurrently hold the office of Secretary and Treasurer.

8. Compensation. No compensation shall be paid to the Trustees or officers for their services as Trustees and officers, other than reimbursement for expenses incurred by said Trustees or officers in behalf of the Condominium Property.

## **VI: ACCOUNTING**

1. Books and Accounts. The books and accounts of the Association shall be kept under the direction of the treasurer and in accordance with reasonable standards and accounting procedures.

2. Report. At the close of each accounting year, the books and records of the Association shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners; provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if Owners representing at least seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities determine to require the same.

3. Inspection of Pertinent Documents. Financial reports, such as are required to be furnished, shall be available at the principal office of the Property Manager for inspection at reasonable times by any Unit Owner.

## **VII: PROJECTED RULES**

The Board of Trustees shall have the power to adopt and establish by resolution, such Project management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium Property, and the Board of Trustees may from time to time, by resolution, alter, amend and repeal such rules and regulations. Unit Owners shall at all times obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations shall apply and be binding upon all Unit Owners of the Condominium Property. Provisions of the Act



pertaining to the rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

#### **VIII: AMENDMENT OF THE BYLAWS**

These Bylaws may be altered or amended by fifty one percent (51%) of the owners.

#### **IX: OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT**

The Board of Trustees shall be responsible for the maintenance, control, operation and management of the Condominium Property in accordance with the provisions of the Act, the Declaration under which the Condominium Property was established and submitted to the provisions of the Act, these Bylaws and such rules and regulations as the Association of the Unit Owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association of Unit Owners.

#### **X: RULES AND REGULATIONS**

1. Copies of all rules and regulations adopted by the Board of Trustees shall be mailed or delivered to all Unit Owners at least ten (10) days prior to the effective date thereof.
2. The management committee shall give written notice to a unit owner of any violation of the rules and regulations, and inform the owner that a fine will be imposed if the violation is not remedied within a time set forth in the notice, which shall not be less than forty-eight (48) hours or more than thirty (30) days.
3. The management committee may assess a fine against a unit owner after the conditions of item number two (2) have been met for a violation of the Rules & Regulations.
4. A fine assessed under item three (3) shall accrue interest and late fees as imposed by the Property Manager, not to exceed five hundred dollars (\$500.00) per month.
5. For the fine schedule refer to the most current House Rules & Regulations.

#### **XI: INSPECTION OF PERTINENT DOCUMENTS**

The books and records of the Association, names and addresses of officers, committee members, and Unit Owners, minutes of owner and committee meetings, and other pertinent documents, shall be available at the office of the Association for inspection or copying by any Unit Owner.

1. A twenty-four hour (24) notice should be given when requesting to inspect the Association documents.

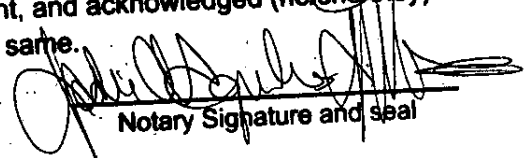
SECRETARY'S ACKNOWLEDGMENT

These Second and Amended and Restated Bylaws of the Centennial Park Condominiums Owners' Association, a Utah Non-profit Corporation, were approved and consented to by owners having ownership of not less ~~seventy five percent (75%)~~ <sup>sixty seven (67%)</sup> percent of the undivided interest in the Common Areas and Facilities, as provided in Article XXVII of the original Declaration of Condominium, and Article VIII of the Original Bylaws.

Dated this 12<sup>th</sup> day of July, 2010.

  
Judy Carter, Secretary

in the County of Salt Lake, State of Utah, on this 12 day of July, 2010, a notary public, personally appeared Judy Carter, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

  
Notary Signature and seal

