

11132843

11132843  
02/11/2011 10:53 AM \$100.00  
Book - 9904 Pg - 9138-9176  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ALLEN TANNER  
COUNTRY CORNERS HOA  
4465 S NEW VINTAGE CT  
SLC UT 84124  
BY: KLD, DEPUTY - MT 39 P.

BY: KLD  
39P

# COUNTRY CORNERS CONDOMINIUM ASSOCIATION

## Declaration

## Bylaws

## Rules & Regulations

## 2011 Revision

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
COUNTRY CORNERS ASSOCIATION**

**February 2011**

**TABLE OF CONTENTS**

Recitals.....3  
Definitions.....4  
I. Submission.....8  
II. Covenants, Conditions and Restrictions.....8  
    1. Description of Improvements .....8  
    2. Contents of Exhibits.....8  
    3. Common Areas and Facilities, and Limited Common Area.....8  
    4. Permissible Use of Units and Common Areas .....8  
    5. Maintenance .....9  
    6. Rentals.....9  
    7. Status and General Authority of Management Committee.....10  
    8. Composition of Management Committee.....12  
    9. Committee Officers and Agents.....12  
    10. Committee Meetings .....13  
    11. Owners Meeting.....13  
    12. Voting—Multiple Ownership .....13  
    13. List of Unit Owners, Eligible Mortgagees and Eligible Insurers of Guarantors .....13  
    14. Capital Improvements.....14  
    15. Payment Expenses .....14  
    16. Remedies for Nonpayment .....16  
    17. Insurance .....18  
    18. Damage to Project.....20  
    19. Consent Equivalent to Vote .....21  
    20. Merger of Phases.....21  
    21. Fines .....21  
    22. Enforcement and Right to Recover Attorneys Fees.....21  
    23. Nuisance .....22

24. Transfer Fee .....	24
25. Delegation of Management Responsibility.....	24
26. Consent of Eligible Mortgagee .....	24
27. Amendment.....	24
28. Consent of Eligible Mortgagees to Add or Amend Any Material Provision.....	24
29. Effect of Invalidity.....	26
30. Interpretation .....	26
31. Covenants to Run with Land.....	26
32. Agent for Service of Process .....	26
33. Percentages of Ownership Interest.....	26
34. Effective Date.....	26

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF COUNTRY CORNERS ASSOCIATION is made and executed by COUNTRY CORNERS ASSOCIATION (the "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated (1963, as amended and supplemented)(the "Act").

**RECITALS:**

- A. Capitalized terms in this Declaration are defined in Article I.
- B. The real property situated in Salt Lake County, Utah, described in Exhibit A, attached to and incorporated in this Declaration by reference (the "Parcel"), was previously submitted, together with all buildings and improvements previously, now, or hereafter constructed on the Parcel, and all easements and rights appurtenant thereto (collectively, the "Property"), to a condominium project now consisting of residential Units and related Common Area pursuant to Utah Code Ann. § 57-8-1 et seq. (the "Condominium Project").
- C. The "Declaration of Covenants, Conditions and Restrictions" was recorded on May 29, 1985, beginning at book 5658, page 586, with entry No.4091725, at the office of the Recorder of Salt Lake County.
- D. The Association, consistent with the prior recorded Declarations and any amendments thereto (including any not herein referenced above), hereby adopts this Declaration, which (along with any future amendments) shall be the sole Declaration for Country Corners and which shall amend and completely replace all prior recorded Declarations and amendments thereto recorded prior to the date of this Declaration. This Declaration is adopted consistent with the procedures for amending the prior Declaration. It is adopted to update the Declaration, to eliminate ambiguity, to further define the rights of the Association and the Unit Owners, to provide specifically for the ability to more easily amend, change, and correct the Plat under various circumstances and for various purposes, and in furtherance of the Association's efforts to safely, efficiently, and economically provide a quality living environment.
- E. The Association hereby desires to establish, for its own benefit and for the mutual benefit of all future Owners and Occupants of the Condominium Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments and liens as set forth herein (collectively, the "Restrictions," which shall run with and not be a burden upon the Property).
- F. The Association intends that the Owners, Occupants, Lenders and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interest subject to this Declaration, which is recorded in furtherance of establishing a general plan of condominium ownership for the Property, and for establishing rules for the use, occupancy, management and enjoyment thereof.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, the Association hereby amends and replaces all prior Declarations for Country Corners (which shall be referred to herein as "The Project") with the following Declaration:

## DEFINITIONS

When used in this Declaration (including in that portion hereof headed "Recitals") the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

1. Act shall mean and refer to the Utah Condominium Ownership Act (Sections 57-8-1 through 57-8-35, Utah Code Annotated (1963, as amended and supplemented).
2. Addition shall mean and refer to a new capital asset or an addition to an existing capital asset intended to better, add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project.
3. Allocated Interest shall mean the undivided interest (expressed as a fraction or percentage in this Declaration) in the Common Area, the Common Expense liability, and votes in the Association allocated to each Unit.
4. Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Association on file or to be filed with the Utah Department of Commerce.
5. Assessments shall mean any charge imposed or levied by the Association against Owners including but not limited to those related to Common Expenses as well as miscellaneous special assessments, special assessments for capital improvements, special assessments for the purpose of restoring and reconstructing the Condominium Project in the event of casualty, late fees, and fines, all as provided in this Declaration.
6. Association shall mean and refer to Country Corners Condominium Owners Association whose membership shall include each Owner of a Unit in the Condominium Project, as required by the Act. The Association is incorporated as a Utah nonprofit corporation, which if invalidated for any reason, may be reincorporated at the discretion of the Management Committee and may utilize such name that the Management Committee shall select in any such reincorporation or reorganization. In case of the formation of any such entity, "Association" as used in this Declaration shall refer to that entity.
7. Board of Directors shall mean and refer to the Management Committee.
8. Building shall mean and refer to any of the structures constructed in the Project.
9. Bylaws shall mean the Bylaws adopted by the Association pursuant to Section 57-8-15 of the Act for the purpose of regulating the affairs of the Association, as the same may be amended from time to time.
10. Capital Improvement shall mean and refer to all new additions intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

11. Committee Member shall mean a duly qualified and elected or appointed member of the Management Committee

12. Common Area and Facilities shall, unless otherwise provided in this Declaration or any Supplemental Declaration, mean all land and all portions of the Property not contained within any Unit or within the Limited Common Areas; including, but not by way of limitation, roofs, foundations, pipes, ducts, flues, chutes, floors, ceilings, conduits, wires and other utility installations to the outlets; bearing walls, perimeter walls, columns and girders to the undecorated and/or unfinished interior surfaces thereof, regardless of location; walkways, all recreational areas and facilities which may hereafter be contained within the Property; all installations of power, lights, and cold water existing for common use, and all other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use and all areas and facilities designated as Common Areas in the Condominium Act.

13. Common Expenses shall mean the actual and estimated costs for: (a) maintenance, management, operation, repair and replacement of the Common Area which is maintained by the Association; (b) deficiencies arising by reason of unpaid Assessments; (c) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and employees; (d) utilities (other than separately metered utilities for the Units), extermination, security, gardening, fences, and other related services; (e) insurance and bonds required by this Declaration or any additional insurance and bonds obtained by the Management Committee if allowed in this Declaration; (f) the establishment of reasonable reserves as may be required in this Declaration or, if left to the discretion of the Management Committee, as the Management Committee shall deem appropriate in its discretion; (g) expenses agreed upon as Common Expenses by the Association; and (h) other miscellaneous charges incurred by the Association or the Management Committee pursuant to the Act, this Declaration, the Bylaws or the Rules.

14. Condominium Plat shall mean and refer to the Record of Survey Map.

15. Condominium Project shall mean this real estate condominium project wherein fee simple title to single units in a multi-unit project, together with an undivided interest in the Common Area of the Property, are owned separately

16. County Recorder shall mean and refer to the Salt Lake County Recorder in the State of Utah.

17. Declaration shall mean this Declaration, including all attached exhibits, which are incorporated by reference, and any and all amendments and supplements to this Declaration

18. Eligible Insurer shall mean and refer to an insurer or governmental guarantor of a mortgage or trust deed who has requested notice in writing of certain matters from the Association in accordance with this Declaration.

19. Eligible Mortgagee shall mean and refer to a First Mortgagee which has requested notice of certain matters from the Association in accordance with this Declaration.

20. Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Association or the Management Committee. A vote which is for any reason suspended is not an "eligible vote".

21. Family shall mean **ONE** of the following: (1) a single person living alone; (2) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption; or (3) a group of not more than two unrelated persons living and cooking together as a single housekeeping Unit and maintaining a common household, but not as a boarding or rooming house and having no more than two cars. Occupancy of an additional person or persons is permitted--including by way of illustration but not limitation--domestic help or a caretaker, conditional upon the written approval of the Management Committee, whose consent shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary notwithstanding, if there is a conflict between the provisions of this definition and the provisions of a local ordinance, the latter shall in all respects govern and control.

22. Governing Documents shall mean and refer to the Declaration, Bylaws, Rules and Regulations, and Articles of Incorporation.

23. Guest shall mean and refer to a guest, visitor or invitee.

24. Individual Charges shall mean and refer to a charge levied by the Management Committee against an Owner or Resident for all expenses resulting from the act or omission of such Owner or Resident, excepting the Owner's failure to pay any Assessment. Individual Charges shall include, by way of illustration but not limitation:

- a. The cost to repair any damage to any portion of the Project on account of loss or damage caused by such Owner or Resident; or
- b. The cost to satisfy any expense to any other Owner or Owners or to the Association due to any intentional or negligent act or omission of such Owner or Resident resulting from the breach by such Owner or Resident of any provisions of the Governing Documents;
- c. Administrative costs and expenses incurred by the Management Committee in enforcing the Governing Documents;
- d. Any other fine, charge, fee, due, expense, or cost designated as an Individual Charge in the Governing Documents or by the Management Committee;
- e. Attorney fees, interest, and other charges relating thereto as provided in this Declaration; and
- f. Additional individual labor, services, materials or equipment, otherwise an Owner's responsibility, provided at the request of an Owner.

25. Limited Common Area shall mean and refer to those Common Areas and Facilities designated herein or in the Survey Map as reserved for the use of certain Units to the exclusion of the other Units.

26. Management Committee shall mean and refer to the governing board of the Association.



27. Manager shall mean and refer to the person or entity appointed or hired by the Association to manage and operate the Project and/or assist in the administration of the Association.
28. Mortgage shall mean and refer to both a mortgage or deed or trust on any Unit, but shall not mean or refer to an executory contract of sale.
29. Mortgagee shall mean and refer to a mortgagee under a mortgage or a beneficiary under a deed of trust on any Unit, but shall not mean or refer to a seller under an executory contract of sale.
30. Project shall mean and refer to this Country Corners Project.
31. Property shall mean and refer to the entire tract.
32. Record of Survey Map shall mean and refer to the Record of Survey Map on file in the office of the County Recorder of Salt Lake County, Utah.
33. Resident shall mean and refer to any natural Person residing in the Project.
34. Single Family shall mean one Family.
35. Unit shall mean and refer to one or more rooms or spaces located in a Building and intended for independent use. All walls on the perimeters of a Unit shall constitute a part of the Common Area and Facilities. A Unit shall include any walls, partitions, floors, ceilings, and stairs which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, walls, or coverings which bound it provided, however, that a Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve more than one Unit and shall not include any load bearing walls or floors comprising a part of the Building in which the Unit is contained. A Unit shall also include all appurtenances, HVAC elements, utility lines and fixtures contained within its vertical and horizontal perimeters that are intended for the sole use of such Unit, and serve only such Unit.
36. Unit Number shall mean and refer to the number letter or combination thereof which designates a Unit in the attached Exhibit "A" and on the Record of Survey Map.
37. Unit Owner or Owner shall mean and refer to the person (s) who is/are the owner (s) of record (in the office of the County Recorder in Salt Lake County, state of Utah) of a fee or an undivided fee interest in a Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

## I. SUBMISSION

The Property described with particularity on Exhibit A attached hereto and incorporated herein by this reference is hereby re-submitted to the Act.

The Property is hereby again made subject to, and shall be governed by the Act, this Declaration, and the covenants, conditions and restrictions set forth herein. The Property is also subject to the right of the City to access the roads within the Project for emergency vehicles, service vehicles, and to all of the utility installations up to the residential meters.

The Property is SUBJECT TO described easements and rights of way. Easements and rights-of-way in favor of the City include any dedicated roadways and public utility easements and are depicted on the Record of Survey Map.

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel or real property.

## II. COVENANTS, CONDITIONS, AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

1. Descriptions of Improvements. The improvements included in the Project are now located upon the Property described above, and all of such improvements are described in the Record of Survey Map. There are 34 Units in the Project. The Record of Survey Map shows the number of Buildings, and the number of Units which are contained in the Buildings which comprise a part of such improvements.

2. Contents of Exhibits. Exhibits to this Declaration furnish the following information with respect to each Unit in the Project: (a) Legal metes and bounds description for the Project; (b) Unit Number; (c) The approximate size of each Unit; (d) Those Limited Common Areas and Facilities having a numerical or letter designation which are reserved for use by the Unit; (e) The Unit's appurtenant percentage of undivided ownership interest in the Common Areas and Facilities.

3. Common Areas and Facilities, and Limited Common Area. The Common Area and Facilities contained in the Project are described and identified in Article I of this Declaration. Neither the percentage of undivided interest in the Common Areas and Facilities nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

4. Permissible Use of Units and Common Areas. Units are intended to be used for single family residential housing and are restricted to such use. No Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Unit, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Unit Owner, or

in a way which would result in an increase in the cost of any insurance covering the project as a whole, The Common Areas and Facilities shall be used only in a manner consistent with their community nature, no animals other than household pets shall be kept or allowed in any Unit or in any part of the Common Areas and Facilities.

5. Maintenance. The Property shall be maintained in a state of good condition and repair, and so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any Unit.

- a. Common Area. The Association shall maintain the Common Area and Facilities.
- b. Unit. Each Owner shall maintain his Unit and make all necessary repairs and replacements, including--by way of illustration but not limitation--his glass, windows, window units, doors, door units, and cooling unit subject to prior written approval of the Management Committee in order to maintain quality of construction and uniformity of appearance throughout the Project. Each Owner shall maintain his garage.

6. Rentals. At least 29 units must be owner-occupied. The Management Committee may but is not obligated to allow up to 3 Units to be rented or occupied by non-owner Residents (collectively "Renters"). This will allow the Association to: (a) Protect the equity of the individual property owners at the Project; and (b) Carry out the purpose for which the Project was formed by preserving the character of the Project as a homogeneous residential community of predominantly owner-occupied Units and by preventing the Project from assuming the character of an apartment, renter-occupied complex; and (c) Comply with eligibility, requirements for financing in the secondary mortgage market insofar as such criteria provide the project be substantially owner-occupied, leasing of a Unit or Units shall be prohibited, except in the case of undue hardship as provided below.

- a. Hardship Exception to Rental Restrictions. The Management Committee, in its sole discretion, shall be empowered but is not required to allow an additional 2 Units upon written application to avoid undue hardship on an Owner. Circumstances which would constitute as undue hardship are those in which:
  - i. An Owner dies or must relocate his residence and cannot, within one hundred eighty (180) days from the date the Unit was placed on the market, sell the Unit while offering it for sale at a reasonable price no greater than its current appraised market value;
  - ii. The Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit;
  - iii. The Unit is to be leased or rented to a member of the Owner's immediate family, which shall be deemed to encompass children, grandchildren, grandparents, brothers, sisters, parents and spouses.
  - iv. Any Owner who believes that he must lease or rent his Unit to avoid undue hardship shall submit a written application to the Management Committee setting forth the circumstances necessitating the leasing, a copy of the proposed lease or rental agreement, and such other information as the Management Committee may reasonably require.

- v. Those Owners who have demonstrated that the inability to lease or rent their Unit would result in undue hardship and have obtained the requisite approval of the Management Committee may lease or rent their Units for such duration as the Management Committee reasonably determines is necessary to prevent undue hardship.
  - vi. Leasing or renting in the case of undue hardship shall be permitted only upon the Management Committee's written approval of the Owner's application.
  - vii. Anything to the contrary notwithstanding, the foregoing restrictions shall not apply to any Units which are currently being leased or rented (the "Grandfathered Units"):
    - 1. The Grandfathered Units may continue to be leased or rented without restriction for so long as record title to said Unit remains vested in the name of the respective Owner(s) thereof.
    - 2. The term "Grandfathered Owner" shall include a succeeding "Trust" or other "Person", in which the Grandfathered Owner or such Owner's spouse, son, daughter, father or mother holds a beneficial interest in such Unit of at least fifty percent (50%).
    - 3. Upon the conveyance of the Grandfathered Unit by the Grandfathered Owner, the said Unit shall immediately become subject to the restrictions set forth above.
- b. Application to Rent Unit. Any Owner who intends to lease or rent his Unit shall submit a written application to the Management Committee requesting permission to do so, which consent shall not be unreasonably withheld so long as at least 29 units in the Project are owner occupied.
  - c. Condition Precedent. No Unit may be leased or rented without the prior express written consent of the Management Committee.
  - d. Definition of Owner-Occupied. The term "owner-occupied" shall mean a Unit occupied by one of the following:
    - i. The owner of record, as shown in the Office of the County Recorder of Salt Lake County, Utah; or
    - ii. The spouse, children or parents of the owner of record; or
    - iii. The shareholder, partner, member, trustor, beneficiary or other legal representative of an institutional owner (provided, such person holds a beneficial interest in such legal entity of at least 50%) and/or spouse, children or parents.
  - e. Copy of Signed Lease or Rental Agreement to be Provided to Management Committee. When a lease or rental agreement is approved, a copy of the lease or rental agreement, signed by the Renter and Owner, shall be submitted to the Management Committee within ten (10) days after it has been signed by both parties.
  - f. Crime Free Addendum. Each lease or rental agreement shall include (and if omitted shall be considered to include) a Crime Free Addendum. Each renter, lessee, tenant

or other non-owner occupant shall be considered, by virtue of his entering or taking possession of the property, to be bound by and subject to the provisions of the Crime Free Addendum.

- g. Leasing. No Owner shall be permitted to lease his Unit on a short-term basis, including for any transient, vacation, seasonal or corporate use purposes. The term "short-term basis" shall mean any rental or lease with an initial term of less than one (1) year. Daily or weekly rentals are prohibited. No Owner may lease individual rooms to separate persons or less than his entire Unit without the express written consent of the Management Committee. Within ten (10) days after delivery of written notice to the Owner of the creation of a nuisance or material violation of these restrictive covenants by a renter, tenant or lessee, the Owner shall proceed promptly to abate the nuisance and/or cure the default, and notify the Management Committee in writing of his intentions. By virtue of taking possession of a Unit, each tenant, renter, lessee or other non-Owner occupant agrees to be subject to and abide by the Act and Governing Documents, and that any covenant violation shall be considered a default under the lease or rental agreement. Other than as expressly stated in this Declaration, there are no restrictions on the right of any Owner to lease, rent or otherwise grant occupancy rights to his Unit.

7. Status and General Authority of Management Committee. The Project shall be managed, operated, and maintained by the Association, as agent for the Unit Owners, under the auspices of the Management Committee, as the governing board of the Association. The Management Committee shall, in connection with its exercise of any of the powers delineated in subparagraphs (a) through (k) below, constitute a legal entity capable of dealing in its Management Committee name. The Management Committee shall have and is hereby granted, the following authority and powers:

- a. The power and authority to enter any Condominium Unit and any Limited Common Area to make emergency repairs and a reasonable right of entry thereupon to do other work reasonably necessary for the proper maintenance and operation of the Association.
- b. The authority, without the vote or consent of the Unit Owners, Mortgagees, insurers or guarantors of Mortgages, or of any other person(s), to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and easements over, under, across, and through the Common Areas and Facilities for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Association.
- c. The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.
- d. The power to sue and be sued.
- e. The authority to enter into contracts which in any way concern the Association, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
- f. 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.
- g. The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its

functions or to insure that the Association is maintained and used in a manner consistent with the interest of the Unit Owners.

- h. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Unit Owners. To include the setting of fines for all infractions of conditions set forth in this document.
- i. The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Unit Owners. To include the setting of fines for all infractions of conditions set forth in this document or association rules.

8. Composition of Management Committee. The Committee shall be composed of three (3) to five (5) members. Each member shall serve a two (2) year term. Upon approval of this Amended Declaration, the Committee shall re-structure the Member's election so that two seats shall be replaced from one year to the new term of two years, then one seat the next year to the new term of two years. Only resident owners shall be eligible for Committee membership. At each annual meeting voting shall be as follows: there will be one vote per unit. Only owners are eligible to vote.

Any Committee member who fails on three successive occasions to attend Committee meetings (whether regular or special) or has failed to attend at least twenty-five percent (25%) of all Committee meetings (whether regular or special) held during any 12 month period shall automatically forfeit his/her seat. In all cases of vacancy, the remaining Committee members 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/she forfeits or otherwise loses his/her seat as herein provided, a member shall serve on the Committee until his/her successor is elected and qualifies. Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business.

9. Committee Officers and Agents. The Committee shall perform its functions through those members who are elected as officers by the Committee and through such agents or employees as the Committee may appoint. Any Committee officer, agent or employee may at any time be removed with just cause by a vote of the majority of the Committee members. The officers of the Committee, and their respective powers and functions, shall be as follows:

- a. President. The President shall be the Chief Executive of the Committee and shall exercise general supervision over the property and affairs of the Association. He/she shall preside over all meetings of the Committee and of the Unit Owners. He/she shall execute all instruments on behalf of the Committee.
- b. Vice President. The Vice President shall have all the powers of the President in the event of the President's absence or inability to act.
- c. Treasurer. The Treasurer shall have custody and control of the funds of the Association if the Committee is self-managing the Association, subject to the action of the Management Committee, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the Owners and at any meeting of the Management Committee. If the Association is managed by a Professional Management Company, the Company shall act as the Treasurer. In this instance, the Treasurer shall act as liaison between the Management Committee and the Professional Management Company. The offices of Secretary and Treasurer or of Vice-President and Treasurer may be held by the

same person. He/she shall perform such other duties as the Management Committee may require of him/her.

10. Committee Meetings. A regular meeting of the Committee shall be held immediately after the adjournment of each annual Owners meeting. Other regular meetings shall be held at periodic intervals at such time and place as the Committee may provide. Either oral or written notice shall be given to each Committee Member of the time and place of each regular Committee meeting at least three (3) days prior to such meeting. Special Committee meetings shall be held whenever called by the President or by any two members of the Committee. Reasonable effort shall be made to give either oral or written notice of a Special meeting to each Committee member at least (3) days before the time fixed for the meeting, (but in the event of an emergency twenty-four (24) hours). Adequate notice of a special meeting shall be deemed to have been given to a member if such effort is made, even though the member concerned does not actually receive notice. The propriety of holding any meeting which is attended by all Committee members may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Committee meeting shall consist of a majority of all the members then in office.

11. Owners Meeting. The annual meeting of the Unit Owners shall be held in February of each year, the exact date and time to be set by the Management Committee in December of the prior year. The place of meeting shall be at the place designated by the Management Committee. At least ten (10) but not more than thirty (30) days before the date of the Annual Meeting, a written notice thereof shall be personally delivered or mailed, postage prepaid, to each person who appears as an owner, at the latest address for such person appearing, in the records of the Committee at the time of delivery or mailing. Such notice shall state the time, place, and general purpose and agenda of the meeting.

Special meetings of the Owners may be called by the President, by any two members of the Committee, or by Unit Owners cumulatively holding at least twenty-five percent (25%) of the undivided ownership interest in the Association. At least two(2) but no more than thirty (30) days before the date set for a special meeting, written notice thereof shall be given in the manner described in the immediately preceding paragraph.

No notice of any Owners meeting shall be required if a waiver of such notice is signed by all of the Owners. Whenever all the Owners meet in person or by proxy, such meeting may not be challenged on grounds of inadequate notice. At any meeting of the owners, the presence of owners in person or by written proxy shall constitute a quorum. Notwithstanding the foregoing provisions of this paragraph, however, in any case in which the Act or this Declaration requires the affirmative vote of at least a specified percentage of the Association's undivided ownership interest for authorization or approval of a matter, the presence of Owners entitled to cast such percentage shall be necessary to constitute a "quorum" at any meeting, (whether original or rescheduled) at which action on such matter is taken.

12. Voting – Multiple Ownership. One unit, one vote.

13. List of Unit Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors. The Committee shall maintain up- to- date records showing:

- a. The name of each person who is an Owner, the address of such person, and the Unit which is owned by such Owner;
- b. The name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Unit which is encumbered by the Mortgage held by such person or entity; and
- c. The name of each person or entity who is an Eligible Insured or Guarantor, the address of such person or entity, and the Unit which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with evidence established 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 Salt Lake County, Utah. The 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 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 Salt Lake County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Committee is otherwise advised.

14. Capital Improvements. Additions or capital improvements to the Association which cost no more than Ten Thousand Dollars (\$10,000.00) may be authorized by the Management Committee alone. Additions or Capital Improvements the cost of which will exceed such amount must, prior to being constructed or accomplished, be authorized by at least a majority of a quorum present or represented by proxy interest in the Association.

Any addition or capital improvement which would materially alter the nature of the Association must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty percent (60%) of a quorum represented by person or proxy. These projects shall be presented to the Owners at the Annual meeting or a Special Meeting called to discuss such issue.

15. Payment of Expenses. The end of each calendar year the Management Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the coming year. Such budget shall take in account any deficit or surplus realized during the current year. Provision must be made in such budget for the maintenance of an adequate reserve fund for the replacement of the Common Areas and Facilities. The total of such Common Expenses shall be apportioned among all the Units on the basis of their appurtenant percentages of undivided ownership interest. Prior to the first day of each month during the year covered by the budget each Unit Owner shall pay to the Management Committee as his share of the Common Expenses one-twelfth of the amount so apportioned to his Unit. If such monthly payments are too large or too small as a result of unanticipated income or expenses, the Management Committee may effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Management Committee. The foregoing method of assessing the Common Expenses to the Unit Owners may be altered by the Management Committee so long as the method it adopts is consistent with good accounting practices and requires that the portion of the Common Expenses borne by each Owner during a 12-month period be determined on the basis of his undivided ownership interest. In the event



the reserve fund for the replacement of Common Areas and Facilities is insufficient to provide for necessary replacement, special assessments may be levied against the Unit Owners.

- a. Purpose of Common Area Expense. The Assessments provided for herein shall be used for the general purpose of operating the Project, promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and residents, including the maintenance of any real and personal property owned by the Association, and regulating the Project, all as may be more specifically authorized from time to time by the Management Committee.
- b. Creation of Assessments. Since the Assessments shall pay for the Common Expenses of the Association, as shall be determined by the Management Committee from time to time, each Owner, by acceptance of a deed to a Unit, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association in a timely manner all Assessments assessed by the Management Committee.
- c. Operating of the Property. The Board of Directors shall from time to time, and at least annually, prepare a budget for the condominium, determine the amount of common charges required to meet the common expenses of the condominium, and allocate and assess such common charges against the unit owners as follows
  1. Budget. At least ten (10) days prior to the Annual Homeowners Meeting, the Management Committee shall prepare and deliver to the Owners a copy of the proposed Budget.
  2. Itemization. The proposed Budget shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1.
  3. Basis. The proposed Budget shall be based upon advance estimates of cash requirements by the Management Committee to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Area and regulation of the Association, which estimate shall include but is not limited to expenses of management, irrigation water, grounds maintenance, taxes and special assessments, insurance premiums, common lighting and heating, water charges, trash collection, sewer service charges, elements of the Common Area that must be replaced on a periodic basis, legal and accounting fees, any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus or sinking fund, capital improvement reserve, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.
  4. Personal Obligation of Owner. Sellers must pay all debts owed to Association. Owners are liable to pay all Assessments and Individual Charges; provided, however, no first mortgagee or beneficiary under a first deed of trust (but not the Seller under a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Unit pursuant to the remedies provided in the mortgage or trust deed shall be liable for more than

six (6) months' unpaid Assessments which accrued prior to the acquisition of title. For purposes of this Section, the term "Owner" shall mean and refer jointly and severally to: (1) the Owner of both legal and equitable interest in any Unit; (2) the Owner of record in the offices of the County Recorder of Salt Lake County, Utah; and (3) both the Buyer and Seller under any executory sales contract or other similar instrument.

5. Reserve Account. The Management Committee shall establish and maintain a reserve account or accounts to pay for unexpected operating expenses and capital improvements.
6. Superiority of Assessments. Each Owner, by virtue of his acceptance of a deed or other document of conveyance hereby waives the priority of his homestead exemption over a lien filed by the Association against his Unit.

16. Remedies for Nonpayment. The Owners must pay their Assessments in a timely manner. Payments are due in advance on the first of the month. Payments are late if received after the 10<sup>th</sup> of the month in which they are due.

- a. Delinquent Assessments. Payments due on the first day of the month. Payments are received after the tenth of the month shall be considered late. Any Assessment not paid when due shall be considered delinquent and a lien securing the obligation shall automatically attach to the Unit, regardless of whether a written notice is recorded.
- b. Late Fees. A late fee in an amount determined by the Management Committee shall be charged on all payments received more than ten (10) days after its due date.
- c. Default Interest. Default interest at a reasonable rate to be determined by the Management Committee shall accrue on the outstanding balance of all delinquent accounts.
- d. Lien. If any Unit Owner fails or refuses to make any payment of any Assessment or his portion of the Common Expenses when due, that amount shall constitute a lien on the interest of the Owner in the Property, and upon the recording of notice of lien by the Manager, Management Committee or their designee it is a lien upon the Owner's interest in the Property prior to all other liens and encumbrances, recorded or unrecorded, except: (1) tax and special assessment liens on the Unit in favor of any assessing Unit or special improvement district; and (2) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.
- e. Foreclosure of Lien and/or Collection Action. If the Assessments remain unpaid, the Association may, as determined by the Management Committee, institute suit to collect the amounts due and/or to foreclose the lien.
- f. Personal Obligation. Each Owner, by acceptance of a deed or as party to any other type of conveyance, vests in the Association or its agent the right and power to bring all actions against him or her personally for the collection of the charges as a debt or to foreclose the lien in the same manner as mechanics liens, mortgages, trust deeds or encumbrances may be foreclosed.
- g. No Waiver. No Owner may waive or otherwise exempt himself or herself from

liability for the Assessments provided for herein, including but not limited to the non-use of Common Areas or the abandonment of his Unit.

- h. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Management Committee to take some action or perform some function required to be taken or performed by the Association or Management Committee under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.
- i. Foreclosure of Lien as Mortgage or Trust Deed. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's interest therein by the Management Committee. The sale or foreclosure shall be conducted in the same manner as foreclosures in deeds of trust or mortgages or in any other manner permitted by law, including by way of illustration but not limitation a non-judicial or judicial foreclosure. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including but not limited to the cost of a foreclosure report, reasonable attorney's fees, and a reasonable rental for the Unit during the pendency of the foreclosure action. The Association in the foreclosure action may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Management Committee may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same.
- j. Appointment of Trustee in the Event of Non-Judicial Foreclosure. If the Management Committee elects to foreclose the lien non-judicially in the same manner as foreclosures in deeds of trust, then each owner by accepting a deed or other document of conveyance to the Unit hereby irrevocably appoints the attorney of the Association, provided he/she is a member of the Utah State Bar, as Trustee, and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23(1953), as amended. In addition, Owner hereby transfers in trust to said Trustee all of his right, title and interest in and to the real property for the purpose of securing his performance of the obligations set forth herein.
- k. Attorney in Fact. Each Owner by accepting a deed to a Unit hereby irrevocably appoints to the Association as his attorney in fact to collect rent from any person renting his Unit, if the Unit is rented and the Owner is delinquent in his Assessments. Rent due shall be paid directly to the Association, upon written demand, until such time as the Owner's Assessments are current; and the Owner shall credit the Renter, against rent due, for the amount of money paid to the Association.
- l. Lenders, Foreclosures and Unpaid Assessments. Anything to the contrary notwithstanding, any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or trust deed or through foreclosure will not be liable for more than six (6) months of the unpaid regular budgeted assessments, dues or charges accrued before acquisition of the title to the property by the mortgage, although the first mortgage will also be liable for any reasonable attorney fees or

costs related to the collection of the unpaid dues. All other grantees who obtain title to a Unit in a voluntary conveyance or pursuant to the remedies in a mortgage or trust deed or through foreclosure shall be jointly and severally liable with the trustor or mortgagor for all unpaid assessments, late fees, default interest and collection costs, including a reasonable attorney fee, against the Unit for its 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 trustor or mortgagor the amounts paid by the grantee. ANYTHING TO THE CONTRARY NOTWITHSTANDING, these provisions shall be considered waived by the Management Committee if necessary for a Unit to qualify for VA, FHA or other government financing and any unpaid Assessments shall be considered subordinate to the interest of the government lender, guarantor or insurer.

- m. Assignment of Rents. If an Owner shall at any time lease his Unit and shall default in the payment of assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid.

18. Insurance. The Management Committee may adopt general Insurance House Rules, Policies and Procedures intended as a guide for the Owners and Residents in order to maintain the insurability of the project, keep the insurance premium reasonable, and enforce the maintenance responsibilities of the individual Owners.

- a. Insurance Obligation of the Association. The Association shall obtain the following insurance coverage (collectively, "Association Master Policy"):
  - i. Public Liability. Public liability coverage for the Common Areas and Facilities. For insurance purposes herein the term Common Area and Facilities shall include the Limited Common Areas, including--by way of illustration but not limitation--of decks, porches, patios and parking amenities;
  - ii. Property, Fire and Extended Coverage (Coverage B). Property, fire and extended hazard coverage for: (a) all Common Areas and facilities; and (b) all Buildings that contain more than one Unit, including any improvement which is a permanent part of a Building and is considered a Common Area and Facility or Common Element. The Board of Directors and the Association's independent insurance agent shall determine the amount of the deductible;
  - iii. D&O. Directors and officers coverage; and
  - iv. Fidelity Bond. A fidelity bond.
- b. Minimum Amount of Association's Insurance Coverage. The liability insurance purchased by the Association shall be in the amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate and optional umbrella liability coverage to be determined by the Management Committee from time to time for bodily injury, death, and property damage. This amount may be increased or

decreased unilaterally by the Management Committee.

- c. Premium a Common Expense. The premiums for Master Association Policy are to be considered a Common Expense.
- d. Master Association Policy Does Not Cover Owner's or Resident's Contents or Personal Property. The Association Master Policy DOES NOT cover the contents or the personal property in the Unit or belonging to the Unit Owner or renter (as defined below), or personal liability.
  - i. Coverage B (as that term is defined by the standard Homeowners insurance policy) – Personal Property is excluded from the Association Master Policy.
  - ii. The Association IS NOT REQUIRED to cover property, fire, or hazard insurance on a Unit or loss of business, rents or rental income although it expressly reserves and is hereby granted the right to obtain such and other coverage for its benefit. Earthquake insurance is optional.
- e. Current and non-concurrent apportionment rules in the State of Utah Insurance Obligation of Unit Owner. The foregoing obligation and right of the Association to purchase insurance DOES NOT preclude the right or negate the obligation of each Owner to insure his own Unit for his benefit. EACH UNIT OWNER SHOULD OBTAIN AT LEAST THE FOLLOWING INSURANCE COVERAGE (collectively, "Unit Owner Policy"):
  - i. Public Liability Insurance. PUBLIC LIABILITY COVERAGE FOR HIS UNIT.
  - ii. Coverage "A" Building. A COVERAGE "A" BUILDING POLICY;
  - iii. Individual Property, Fire and Extended Coverage (Coverage B). INDIVIDUAL PROPERTY, FIRE AND EXTENDED COVERAGE. For use herein the insurance should cover at least the interior Unit boundaries, to wit: The horizontal boundaries extend to the intersection with the vertical boundaries. Each Unit's lower boundary shall be a plane coinciding with the top of the concrete slab below the Unit's floor and each Unit's upper boundary shall be a plane coinciding with the top of the Unit's ceiling. The vertical boundaries extend to the intersection with each other and with the horizontal boundaries. Each Unit's vertical boundaries shall include paint, wall and floor coverings. For insurance purposes the Unit shall not be considered to include dry wall, sheet rock, or Limited Common Areas. The Unit shall be considered to include by way of illustration but not limitation the windows and window frames; doors and door frames; stairs; appliances; mechanical equipment and appurtenances located within any one Unit or located outside said Unit but designated and designed to serve only that Unit; plumbing—including all pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only that unit; electrical receptacles and outlets, air conditioning and compressors and other air cooling

units, boilers, water heaters and water softeners; cabinets, fixtures, lighting, sinks, tubs, counters, countertops and islands, hardware; all decorated (affixed) interiors and surfaces of interior structural walls, ceilings and trim.

- f. Coverage B (as that term is defined by the standard Homeowners insurance policy)—Personal Property / Contents and Lost Rents. EACH UNIT OWNER IS RESPONSIBLE TO PURCHASE COVERAGE C—PERSONAL PROEPRTY INSURANCE COVERING THE CONTENTS OF HIS UNIT AND LOST BUSINESS, RENTS OR RENTAL INCOME. For use herein the term “contents” shall mean and refer to in the broadest possible sense all furniture, furnishings, appliances, accessories, dining and cooking ware, television, stereo equipment, electronic equipment and systems, computers, art, table lamps, linens, blankets, quilts, rugs, lost business, rents, income and profits, personal items not specific in the original design and specifications, and all personal property, belongings and effects in the Unit, Building or Common Area and Facilities not covered by the Master Association Policy.
  - g. Premium is an Individual Expense. The insurance premium on the Unit Owner Policy shall be an Individual Expense.
  - h. Not a Limitation. The provisions of this subsection shall not be construed to limit the power or authority of the Owner to obtain and maintain insurance coverage in addition to any insurance coverage required hereunder, in such amounts and in such forms as he may deem appropriate.
  - j. Certificate of Insurance. Each Unit Owner shall provide the Association with a “Certificate of Insurance” upon request.
  - k. Use of Insurance proceeds and Repairs. Repair of damage shall be completed within a reasonable time and insurance proceeds shall be used to repair the covered damage.
  - l. Quality of insurance Company. The Association and Unit Owners shall use a responsible insurance company or companies duly qualified and licensed in the State of Utah.
  - m. Damages. Each Unit Owner is responsible for the maintenance of his Unit and for the repair of any damage he causes to another Unit or the Common Area and Facilities.
  - n. Primary Coverage. If a claim is covered by a Unit Owner's Policy and the Association's Master Policy, it is the intent of the Association that the Unit Owner's policy be considered PRIMARY and that the Association Master Policy be considered SECONDARY.
19. Damage to Project. In the event of damage to or destruction of part or all of the improvements in the Project, the following procedures shall apply:
- a. Sufficient Funds. If 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.
  - b. Insufficient Funds. If less than seventy-five percent (75%) of the Project' improvements are destroyed or substantially damaged, and if proceeds of the insurance main-tained by the Management Committee are not alone sufficient to accomplish

repair or reconstruction, restoration shall be carried out and all the Unit Owners shall be assessed for any deficiency on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

- c. Approval. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, 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%) elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subparagraph (b) above.
- d. Disapproval. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management 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%), elect to repair or reconstruct the affected improvements the Management Committee shall promptly record with the Salt Lake County Recorder's 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 Annotated (1953), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.

Any reconstruction or repair which is required to be carried out by this Paragraph shall be accomplished at the instance and direction of the Management Committee, and the insurance proceeds for any losses to Project property shall not be used for any purpose other than the repair, replacement, or reconstruction of the damaged or destroyed Project property. Any determination which is required to be made by this Paragraph regarding the extent of damage to or destruction or Project improvements shall be made as follows: The Management Committee shall select three MAT appraisers; each appraiser shall independently arrive at a figure representing the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Paragraph shall be the average of the two closest appraisal figures.

20. Consent Equivalent to Vote. In those cases in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for the 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 necessary percentage of undivided ownership interest; provided, however, if the Association is incorporated as a nonprofit corporation, then the Association shall comply with the Utah Revised Nonprofit Corporation Act which shall in all respects govern and control.

21. Merger of Phases. Phase No. 1 and Phase No. 2 have been merged into the Project and the Entire Project consists of Phases Nos. 1 and 2.

22. Fines. Each Owner and all Residents and Permittees are responsible for adhering to the Project Documents governing the Project. The Management Committee shall adopt, publish and update annually a "Fine Schedule". Pursuant to U.C.A., Section 57-8-37 (2001), a breach of the Project Documents (as they may be amended from time to time) is subject to enforcement pursuant to the

Declaration, which may include the imposition of a sanction, penalty, fine or other Individual Charges.

23. Enforcement and Right to Recover Attorney's Fees. Should the Association, Management Committee or an aggrieved Owner be required to take action to enforce the Project Documents or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, the prevailing party may recover damages, including all reasonable attorney's fee and costs which may arise or accrue. It is the intent of the Association to have the Board of Directors respond to verified complaints made by Owners regarding violations of the Declaration, rather than police the Project Documents.

24. Nuisance. It shall be the responsibility of each Owner to prevent the creation or maintenance of a nuisance in, on or about the Project. The term "nuisance" includes but is not limited to the following:

- i. The development of any unclean, unhealthy, unsightly, or unkempt condition on, in or about his Unit or the Common Areas;
  - ii. Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community by other residents, their guests or invitees;
  - iii. Unreasonable amounts of noise or traffic in, on or about any Unit or the Common Area; and
  - iv. Drug houses and drug dealing; the unlawful sale, manufacture, service, storage, distribution, dispensing or acquisition occurs of any controlled substance; gambling; criminal activity; parties which occur frequently which bother, annoy or disturb other reasonable residents or interfere with their quiet and peaceful enjoyment of the premises; prostitution; or other violation of U.C.A., Section 78-38-9 (1999) as amended or supplemented.
- a. Removing Garbage, Dust and Debris. All rubbish, trash, refuse, waste, dust, debris and garbage shall be deposited in sealed plastic bags or other authorized containers, shall be regularly removed from the Unit, not being allowed to accumulate therein so as to create a sanitation, health or safety hazard.
  - b. Subdivision of a Unit. No Unit may be subdivided.
  - c. No Severance. The elements of a Unit and other rights appurtenant to the ownership of a Unit, including interest in Common Areas and Facilities and Limited Common Areas and Facilities, if any, are inseparable, and each Owner agrees that he shall not, while this Declaration is in effect, make any conveyance of less than an entire Unit and such appurtenances. Any conveyance made in contravention of this Subsection, including under any conveyance, encumbrance, judicial sale or other transfer (whether voluntary or involuntary) shall be void.
  - d. Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, tags or the painting of graffiti within the Project is prohibited. The term



firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

- e. Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures, including but not limited to dog runs, storage units, tents, trailers and sheds or their equivalent, without the prior written consent of the Management Committee; provided, however, tents may be allowed for up to forty-eight (48) hours by Owners in their Limited Common Areas or the Common Area immediately adjacent to their buildings.
- f. Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe sight. No fence, wall, hedge, shrub, bush, tree or monument, real or artificial, shall be planted or placed by any Owner or Resident in, on or about the Common Areas without the prior written consent of the Committee. The Management Committee may alter or remove any objects planted or placed in violation of this subsection and shall not be guilty of a trespass.
- g. Energy Conservation Equipment. Energy Conservation Equipment allowed by federal, state or local laws is permitted.
- h. Business Use. No business or commercial activities shall be allowed within the condominium that generate traffic and/or create annoying disturbances. No commercial trade or business may store any inventory over 250 cubic feet, and any inventory must be contained within the Unit.
- i. Storage and Parking of Vehicles. The driving, parking, standing and storing of motor vehicles in, on or about the Project shall be subject to the parking rules and regulations adopted by the Management Committee from time to time.
- j. Aerials, Antennas, and Satellite Systems. Antennas and satellite dishes shall be prohibited within the Property, except (i) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter or diagonal measurement; (ii) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement; or (iii) antennas or satellite dishes designed to receive television broadcast signals ("Permitted Devices") shall be permitted, provided that any such Permitted Device is: (1) located in the attic, crawl space, garage, or other interior spaces of the Unit or another approved structure on the Property; and (2) attached to or mounted in the Limited Common Area immediately adjacent to the Unit, such as a balcony, deck or patio in the rear of the building, and extending no higher than the eaves of that portion of the roof of the Unit directly in front of such antenna. The Management Committee may but is not obligated to allowed satellite dishes on the roof of a Building and may adopt rules establishing a preferred hierarchy of alternative locations and requiring screening of all Permitted Devices, so long as such rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device in the authorized areas.
- k. Window Coverings, Awnings and Sun Shades. No-aluminum foil, newspapers, reflective film coatings, or any other similar materials may be used to cover the

exterior windows of any residential structure on a Unit. Sun shades are not allowed on the exterior of any Building, unless the color, style, construction material and uniformity of appearance are approved by the Management Committee.

- l. Windows. All windows and window panes in the Project shall be harmonious, and comparable in size, design and quality so as not to detract from uniformity in appearance and quality of construction.
- m. Pets. No pets, animals, livestock or poultry of any kind shall be bred in, on or about the Project. Up to two (2) domestic pets per Unit are allowed. All pets must be properly licensed and registered with the appropriate governmental agency, abide by all pet rules and regulations adopted by the Management Committee from time to time. Pets may not create a nuisance. The following acts of an animal shall be considered a nuisance: (a) it causes damage to the property of anyone other than its owner; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any common area and the feces are not immediately cleaned up by the responsible party; (e) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; or (f) it molests or harasses passersby by lunging at them or chasing passing vehicles. Pets may not be tied or tethered in the Common Area.
- n. Chimes and Musical Sound Makers. Chimes, dream catchers, bells, tubes or other objects hung vertically outside the Unit which ring, strike or otherwise produce musical sounds or harmony heard by other residents are prohibited,
- o. Dumpster. The Management Committee may adopt rules governing the use of the dumpster(s). Nothing shall be placed in, on or about the dumpster(s) in violation of the dumpster rules.
- p. Insurance. Nothing shall be done or kept in, on or about any Unit or in the Common Areas or Limited Common Areas which may result in the cancellation of the insurance on the Property or an increase in the rate of the insurance on the Property, over what the Management Committee, but for such activity, would pay.
- q. Laws. Nothing shall be done or kept in, on or about any Unit or Common Areas, or any part thereof, which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.
- r. Damage or Waste. No damage to, or waste of, the Common Areas or Limited common Areas shall be committed by any Owner or Resident, or their Permittees; and each Owner and Resident shall indemnify and hold the Management Committee and the other Owners in the Project harmless against all loss resulting from any such damage or waste caused by him.
- s. Structural Alterations. Except in the case of an emergency repair, no structural alterations, plumbing, electrical or similar work within the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Management Committee.

25. Transfer Fee. The Management Committee may charge a reasonable transfer or impact fee each time ownership or possession of a Unit is transferred.

26. Delegation of Management Responsibilities. The Management Committee may delegate some of its management responsibilities in whole or in part to a professional manager,

management company, an experienced on-site manager, and/or an independent contractor, through service contracts or any combination thereof ("Manager"). The Manager may be an employee or an independent contractor. The termination provision of any such contract must not require a termination penalty or any advance notice of any more than sixty (60) days, and no such contract or agreement shall be for a term greater than one (1) year or have a severance payment or termination penalty. The Management Committee may also employ general laborers, grounds crew, maintenance, bookkeeping, administrative and clerical personnel as necessary to perform its management responsibilities. Anything to the contrary notwithstanding, any such management contract may be terminated for cause on thirty (30) days written notice.

27. Consent of Eligible Mortgagee. The consent of at least sixty percent (60%) of the Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project.

28. Amendment. The vote of at least sixty percent (60%) of the undivided ownership interest in the Common Areas and Facilities shall be necessary and sufficient to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee. In such instrument the Management Committee shall certify that the vote required by this Paragraph for amendment has occurred.

29. Consent of Eligible Mortgagees to Add or Amend Any Material Provision. Anything to the contrary notwithstanding, the consent of Eligible Mortgagees holding at least sixty percent (60%) of the undivided ownership interest in the Common Areas shall be required to add to or amend any material provision of this Declaration or the Record of Survey Map which establishes, provides for, governs, or regulates any of the following:

- a. Voting rights;
- b. Increases in monthly assessments for operating expenses that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- c. Reductions in reserves for maintenance, repair, and replacement of Common Areas, Facilities and Elements;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interests in the Common Area, Limited Common Area, and general or limited common elements, or rights to their use;
- f. Redefinition of any Unit boundaries;
- g. Convertibility of Units into Common Area or Elements, or vice versa;
- h. Expansion or contraction of the Project, or the addition, annexation, or withdrawal of property to or from the Project;
- i. Hazard or fidelity insurance requirements;
- j. Imposition of any restrictions on the leasing of Units;
- k. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- l. A decision by the Association to establish self-management if professional management had been required previously by the Project Documents or by an Eligible Mortgage holder;
- m. Restoration or repair of the Project (after damage or partial condemnation)

- in a manner other than that specified in the documents; and
- n. Any provisions that expressly benefit Mortgage holders, insurers or guarantors.

Any addition or amendment shall not be considered material for purposes of this paragraph if it is for the clarification only or to correct a clerical error. Notice of any proposed amendment to any Eligible Mortgagee to whom a written request to approve an addition or amendment to this Declaration or the Record of Survey Map is required shall be mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association. Any Eligible Mortgagee who does not deliver to the Management Committee or the Association a negative response to the notice of the proposed amendment within thirty (30) days from the date of such mailing shall be deemed to have approved the proposal. The foregoing consent requirements shall not be applicable to amendments to this Declaration and the Record of Survey Map or the termination of the legal status of the Project if such amendments or such termination are made or accomplished in accordance with the provisions of this Declaration regarding Condemnation or Substantial Obsolescence.

30. Effect of Invalidity. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

31. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. This Declaration shall be liberally construed to affect its purpose. The captions which precede the Paragraphs of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

32. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner and Permittee shall comply with, and all interests in all Units shall be subject to, the terms of the Act, the terms of this Declaration, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

33. Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his or her address shall be specified by an appropriate instrument filed in the office of the County Recorder of Salt Lake County, State of Utah.

34. Percentages of Ownership Interest. Voting rights and distribution of Common Expenses shall be based upon percentages of ownership interest, which are set forth on Exhibit "A", attached hereto and incorporated herein by this reference. The percentages of ownership interest shall have a permanent character and may not be changes without the affirmative written consent of at least two-thirds of the Units.

35. Effective Date. This document shall be effective on the date it is recorded in the office of the Salt Lake County Recorder.

Dated this \_\_\_\_ day of February, 2011.

THE COUNTRY CORNERS ASSOCIATION By:

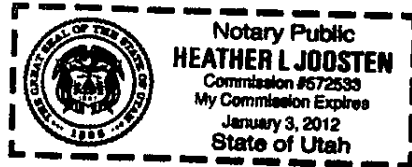
*Paul M. Haller*  
Title: President

By: *Allen H. Tanner*  
Title: Secretary

STATE OF UTAH                    )  
  ) ss.  
County of Salt Lake            )

Allen H. Tanner On the 11<sup>th</sup> day of February, 2011, personally appeared before me Heather Joosten and Heather Joosten, who being by me duly sworn did say, that they are the authorized agents of Country Corners Owners Association, a Utah Corporation, to execute this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Bylaws on behalf of the Association.

*Heather Joosten*  
Notary Public for Utah  
My Commission Expires: 1/3/2012



AMENDED AND RESTATED BY-LAWS  
OF  
COUNTRY CORNERS, A CONDOMINIUM PROJECT  
1273 East Vintage Lane, Salt Lake City UT 84124  
February 1, 2011

I  
IDENTITY

These are the By-Laws of COUNTRY CORNERS, A CONDOMINIUM PROJECT.

II  
APPLICATION

All Unit Owners, tenants, or any other person(s) who might use the facilities of Country Corners in any manner are subject to the Project Documents, including but not limited to the regulations set forth in these By-Laws. The mere use, acquisition or rental of any of the Units or Common Areas and Facilities will signify that these By-Laws are accepted, ratified, and will be complied with by such persons.

III  
ADMINISTRATION

1. Place of Meetings. Meetings of the Unit Owners shall be held in such place within the Salt Lake County as the Management Committee may specify in the notice, except as herein otherwise specified.

2. Annual Meetings. The annual meeting shall be held at such time and place as the Management Committee shall designate in writing. The notice shall state the day, date, time and place of the meeting. If the Management Committee defaults, then the annual meeting shall be held in February of each year; provided, however, that whenever such date falls on a legal holiday, the meeting shall be hold on the next succeeding business day, and provided further, that the Management Committee may by resolution fix the date of the annual meeting on such date and at such place as the Management Committee may deem appropriate.

3. Special Meetings. Special meetings of the Unit Owners may be called at any time by written notice served by the Management Committee, or by Unit Owners having at least twenty (20%) percent of the total votes delivered not less than seven (7) days prior to the date fixed for such meeting. Such meeting shall be held on the Project or such other place as the Management Committee may specify and the notice thereof shall state the place, 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 mail. If delivery is by mail, it shall be deemed to have been delivered twenty four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid and addressed to each Unit Owner at the address given by such person to the Management Committee or the Manager (or Management Company) for the purpose of service of such notice or to the Unit of such person if no address has been given. Such address may be changed from time to time by notice in writing to the Management Committee or Manager.

5. Quorum. At any meeting of the Unit Owners, the presence in person or by proxy in the aggregate of at least a Majority of the total votes shall constitute a quorum for any and all

purposes, except where by express provisions a greater vote is required, in which event a quorum shall be the number required for such vote. In the absence of a quorum the Chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting until holders of the amount of interest requisite to constitute a quorum shall attend. At any such adjourned meeting those Unit Owners present in person or by proxy shall constitute a quorum and any business may be transacted which might have been transacted at the meeting as originally scheduled.

6. Voting. When a quorum, as provided in the Act, is present at any meeting, the vote of Unit Owners representing a Majority of the total vote, present in person or represented by proxy, shall decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provision of the statutes, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question. Only Owners or legal representatives of institutional Owners may be proxies. All proxies shall be in writing and in the case of proxies for the annual meeting, they shall be delivered to the Secretary prior to any meeting. Multiple Owners must elect a representative to cast their vote. A vote cast, by secret ballot, without objection, by an apparent representative of multiple owners shall be binding upon the parties. Entities may vote by means of an authorized agent.

7. Waivers of Notice. Any Unit Owner may at any time waive any notice required to be given under these By-Laws, by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed such waiver, unless the Owner appears for the sole purpose of objecting to the notice given.

#### IV MANAGEMENT COMMITTEE

1. Purpose and Powers. The business, property and affairs of the Association and Project shall be managed and governed by the Management Committee pursuant to the Project Documents. The Management Committee, as it deems advisable may enter into such management agreement or agreements with a third person, firm, partnership, limited liability company, sole proprietorship, corporation or other legal entity to act as the Manager of the Project; provided, however, the term or the contract may not be for a period in excess of one (1) year and it shall contain a provision that the contract may be terminated for cause upon at least thirty (30) days prior notice, with no termination or severance fee, charge or penalty assessed.

2. Regular Meetings. A regular annual meeting of the Management Committee shall be held immediately after the adjournment of each annual Unit Owners' meeting or as soon thereafter as is reasonable. Regular meetings, other than the annual meeting, shall or may be held at regular intervals at such places and at such times as either the President or the Management Committee may from time to time designate.

3. Special Meetings. Special meeting of the Management Committee shall be held whenever called by the President, the Vice President, or by three (3) or more members. By unanimous consent of the Management Committee, special meetings may be held without prior notice at any time or place.

4. Quorum. A quorum for the transaction of business at any meeting of the Management Committee shall consist of a majority of the Members of the Management Committee

then in office.

5. Compensation. Members or the Management Committee as such shall not receive any stated salary or compensation; provided that nothing herein contained shall be construed to preclude any member of the Management Committee from serving the Project in any other capacity and receiving compensation therefore.

6. Waiver. Before or at any meeting of the Management Committee, any member thereof, may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice, Attendance by a member of the Management Committee at any meeting thereof shall be a waiver if notice by him of the time and place thereof.

7. Adjournments. The Management Committee 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.

8. Fidelity Bonds. The Management Committee may require that all officers and employees of the Management Committee handling or responsible for funds shall be covered at all times by an adequate fidelity bond. The premium on such fidelity bonds shall be paid by the Association.

9. Order of Business. The order of business at all meetings of the Association shall be as follows:

- a. roll call;
- b. proof of notice of meeting;
- c. reading and approval of minutes of preceding meeting;
- d. reports of officers;
- e. report of special Boards, if any;
- f. election of inspectors of election, if applicable;
- g. election of Board Members, if applicable;
- h. unfinished business; and
- i. new business.

10. Conduct of Meeting. The President shall, or in his absence the Vice-President, preside over all meetings of the Association; and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat.



a. Open Meetings. A portion of each Board meeting shall be open to all Members of the Association and Residents, but Persons other than Members of the Board may not participate in any discussion or deliberation unless expressly so authorized by the affirmative request of a Majority of the Members of the Board present. The Board shall establish written procedures, policies and guidelines for conducting of its meetings, retiring to executive session, and prohibiting photographs and/or any electronic (video or audio) recordation of the meetings, or any part thereof.

b. Executive Session. The Board may, with the affirmative approval of a Majority of the Members of the Board present, adjourn a meeting and reconvene in an Executive Session to discuss and vote upon private, confidential, sensitive or personnel matters, litigation, and orders of business of a similar nature. The nature of any and all business to be considered in an Executive Session shall first be announced in open session.

c. Action Without A Formal Meeting. Any action to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all members of the Board.

11. Vacancies. Vacancies in the Board shall be filled in the manner set forth in the Declaration.

## V OFFICERS

1. Designation and Election. Election of officers shall take place during the Annual Meeting by the owners. The principal officers of the Management Committee shall be a President, Vice President, and Treasurer. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as in its judgment may be necessary or desirable. Such election or appointment shall regularly take place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however that elections of officers may be held at any other meeting of the Management Committee.

2. Other Officers. The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as it shall deem necessary, who shall have authority to perform such duties as may be prescribed from time to time by the Management Committee.

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 then Members of the Management Committee. A Member of the Board removed from office or as agent shall remain a Member at large of the Board unless he resigns or is otherwise removed from the Board in accordance with the terms and provisions of the Declaration.

4. President. The President shall be the chief executive of the Management Committee, and shall exercise general supervision over the Property and affairs of the Association. He shall sign on behalf of the Association all instruments and contracts of material importance to its business, shall be and perform all acts and things which the Management Committee may require of him. He shall preside at all meetings of the Association and the Management Committee. He shall have all of the general powers or duties which are normally vested in the office of the president of a corporation, including but not limited to, the power to appoint Boards from among the Owners from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association and Project.

5. Vice President. The Vice-President shall take the place of the Chairman and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Management Committee 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 Management Committee.

6. Treasurer. The Treasurer shall have the responsibility for the funds and securities of the Management Committee and shall be responsible for keeping full and accurate accounts of all receipts and of all disbursements in books belonging to the Management Committee. He shall be responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of the Management Committee in such depositories as may be from time to time designated by the Management Committee. Monies belonging to the Association may only be deposited by the Treasurer into federally insured institutions and accounts.

7. Compensation. No compensation shall be paid to the officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the Management Committee in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Management Committee before the services are undertaken.

8. Term. The terms of the Officers shall be staggered, so that at least one of the Officers shall remain in office. Each officer shall serve for a term of two years.

## VI ACCOUNTING

Books and Accounts. The books and accounts of the Management Committee shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedures.

## VII ADMINISTRATIVE RULES

The Management Committee shall have the power to adopt and establish, by resolution, such building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Project, and it 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, may or should exercise control or supervision, it being clearly understood that such rules and regulations are and shall be binding upon all Unit Owners of the Project. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and shall be deemed a part hereof. The Management Committee is empowered to assess or levy administrative charges, late fees, default interest, fines, sanctions and citations.

## VIII AMENDMENT OF BY-LAWS

These By-Laws may be amended at any duly constituted meeting of the Unit owners called for that purpose by the affirmative vote of at least a Majority of the total vote.

IX  
FISCAL YEAR

The fiscal year of the Association shall be the calendar year consisting of the twelve (12) month period commencing on January 1 of each year terminating on December 31 of the same year. The fiscal year herein established shall be subject to change by the Board should it be deemed advisable or in the best interests of the Association.

X  
COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. Compliance. These By-Laws are set forth in compliance with the requirements of the Act.
2. Conflict. These By-Laws are subordinate and subject to all provisions of the Act and the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration or the Act. In the event of any conflict between these By-Laws and the Act or Declaration, the provisions of the Act or Declaration shall control.
3. Severability. If any provisions of these By-Laws or any section, sentence, clause, phrase, or work, or the application thereof in any circumstance is held invalid, the validity of the remainder of these By-Laws shall not be affected thereby and to this end, the provisions hereof are declared to be severable.
4. Waiver. No restriction, condition, obligation, or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.
5. Headings and Captions. The captions contained in these By-Laws are for convenience only and are not part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these by-Laws.
6. Interpretation. Whenever in these By-Laws the context so requires, the singular number shall refer to the plural and the converse; and the use of any gender shall be deemed to include both masculine and feminine.
7. Effective Date. This Declaration shall take effect upon recording in the office of the County Recorder of Salt Lake County, Utah.

Dated this \_\_\_\_ day of February, 2011.

COUNTRY CORNERS CONDOMINIUM OWNERS ASSOCIATION By:

James H. Allen

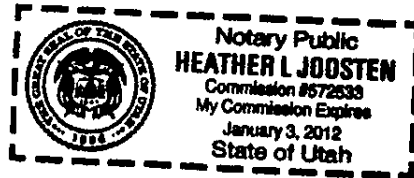
Title: President

By: Allen H. Tanner  
Title: Treasurer

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

Allen H. Tanner On the 11<sup>th</sup> day of February, 2011, personally appeared before me, Heather Joosten and \_\_\_\_\_, who being by me duly sworn did say, that ~~they~~ <sup>HE is one of</sup> are the authorized agents of Country Corners Condominium Owners Association, a Utah Corporation, to execute this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Bylaws on behalf of the Association.

Heather L Joosten  
Notary Public for Utah  
My Commission Expires: 1/3/2012



**Country Corners Condominium Owners Association**  
**Community Rules and Regulations**  
**Approved May 7, 2010 beginning July 1, 2010**

The Board of Trustees of Country Corners Condominium Owners Association, in accordance with the Declaration (AKA Conditions, Covenants & Restrictions or CC&R's) of the Association, has adopted the following community rules, regulations, and enforcement policies.

The Rules and Regulations are for the benefit of all owners and residents of the Country Corners Condominiums. The Rules and Regulations have been created to protect, maintain and enhance the lifestyle conditions and property values of the Country Corners Condominiums. Owners and residents are responsible for compliance and encouraged to assist in the enforcement of the Association's rules by reminding any violators of the rules and regulations and reporting chronic violators to any board member.

The Country Corners Home Owners Association Board of Trustees meets regularly. Owners or residents who wish to bring an item to the Board's attention may do so in writing (or email) for discussion at the next meeting.

Homeowner monthly fees are due at the first of each month payable to Country Corners Condominium Owners Association and mailed to 1273 East Vintage Lane, Salt Lake City, UT 84124, or hand delivered to the treasurer.

**A. Units – Usage, Safety and Structure**

1. All units shall be used exclusively for residential single family housing, but not limited to long or short term leases. No unit may be leased or rented for less than 30 days. No unit may be sublet with exception of a caregiver. Any lease or rental agreement for a unit must be in writing and subject to the terms of the Bylaws and other rules of the Association. Leases should be filed with the Board.
2. Owners who lease units are responsible for providing a copy of the Rules and Regulations to all tenants. Owners are responsible for the actions of their tenants and will be held accountable for such. Fines for rules violations may be levied against owners. (See Fines listed below and/or Enforcement policy)
3. Nothing shall be done or kept in any unit or common area that would be in violation of any statute, rule or ordinance, regulation, permit or other validly imposed requirement of any governmental body. (Includes township, city, county, state governance.)
4. No owner shall store large quantities of any flammable oils, liquids, gases or fuels, including kerosene, naphtha, benzene or any others, or any type of explosives or articles deemed extra hazardous to life, limb or property. Owners may have small quantities of above articles for household and automotive use.
5. Storm door replacements must be uniform matching the others in Country Corners.
6. Tree removal only by approval of the Board.
7. No business or commercial activities shall be allowed within the condominium that generate traffic and/or create annoying disturbances.
8. Owners are to carry condominium insurance on the contents of their unit (minimum of \$25,000).
9. No exterior changes or additions may be made to any unit without prior written consent from the Board of Trustees. This includes, but is not limited to decks, fencing, brick or concrete installations, outdoor window shades, reflective window coatings, awnings, window guards, name plates. Requests for exceptions must be submitted to the Board of Trustees in ADVANCE with specific plans, drawings, and list of materials to be used. Any exterior addition made without Board approval may result in fines and cost of deconstruction and returning area to original condition.

## **B. Garbage Collection**

10. All residents are required to pick up their litter or trash and dispose of it properly.
11. Residents are to use plastic garbage bags rather than cans.
12. Garbage collection is done on a weekly basis. Residents are responsible for putting trash bags outside their garage for pick-up.
13. Residents may store garbage containers in the garage, but not on the driveway or in front of any unit.

## **C. Vehicles and Parking**

14. Owners and renters are to use their garage for their cars and are limited to two cars. Additional cars are not allowed in guest parking. Guest parking is for guests not residents.
15. Guest Parking consists of street parking not marked with red curbs, four spaces at the flagpole, two spaces at each end of Vintage Lane, three spaces at the end of Manor Ridge Place, and four spaces at the end of New Vintage Court. (The units at each end of New Vintage Court have parking spaces that are private because they serve as the only walkway to their back doors.) Owners/tenants are responsible for informing guests of guest parking and ensuring they abide by our parking rules.
16. Vehicles are not to park behind garages and walkways except for loading and unloading (for fire safety) or for service vehicles
17. No vehicle or trailer of any size may be driven or parked on any area of the lawn at any time.
18. Recreational vehicles (boats, trailers, campers, motor homes or any similar vehicle) may NOT be parked in guest parking except for immediate loading and unloading unless given prior approval by the Board for a maximum 24 hour stay.
19. Vehicles in non-compliance are subject to fines (see Enforcement and Fine policy) and/or towing at owners'/renters' expense.
20. No major vehicle repair or vehicle painting is allowed on the property including draining of vehicle fluids (dumping of vehicle fluids in storm drains is illegal).
21. Washing cars or other vehicles in driveways or on the street is subject to city or county water restrictions.

## **D. Pets**

22. Owners/tenants may have up to two dogs or up to two cats, and with no history of a propensity for violence, provided they abide by the following rules. Owners may apply for an exception to the number of pets allowed by submitting a request in writing to the Board. No exceptions will be made without prior written approval from the Board.
23. The Board must approve all pets in residence.
24. All pets must be confined to the unit or fenced in yard unless they are on a leash and accompanied by their owner. Owners will be required to pick up droppings from their animals immediately after they occur.
25. Pet owners will not permit pets to disturb other residents.
26. Pets are not allowed to be tied to porches, trees, shrubs, or fencing. Doghouses are not allowed on porches, balconies, or lawn areas.
27. Pet owners are fully responsible for personal injuries and/or property damage including damage to lawn and shrub areas.

28. When a unit is sold the seller must pay for the cost of replacing pet-damaged lawn and shrub areas surrounding their unit.

**E. Signs, Flags, Real Estate Signs**

29. Owners selling a unit may place one professional "for sale" sign in a window of their unit.

30. Owners renting a unit may place one "for rent" sign in a window of their unit.

31. Owners holding a real estate open house must request permission from the Board to place one open house sign near the entrance on 4500 South, and one at the turn by the flagpole and one at their unit. Open House signs are limited to 24 hours, and owners are responsible for removing the signs. The same rules apply for estate sales.

32. No signs, flags (exception--American flag), or advertising devices of any nature, including commercial, political, informational, or directional shall be erected without the approval of the Board with the exception of temporary caution or danger signs.

**F. Satellite Installation**

33. Satellite dishes and antennas for reception of video programming may be installed. No satellite dishes larger than 30" (thirty inches) will be permitted. A professional installer who is bonded and covered by personal/corporate liability insurance must install satellite dishes. Owners are responsible for removal of satellite dishes and must return the unit to its original conditions, including replacement of any outside roofing, siding, gutters or sheeting damaged by installation or removal of a satellite dish. The liability for satellite dishes shall be considered part of the transfer of ownership should a unit be sold.

**G. Rules Violations Procedures, Enforcement Policy and Fine(s) Structure**

Chronic or multiple violations of any rule should be reported orally or in writing (including e-mail) to any Board member. Complaint should include date, violator's name, address, and any other pertinent information (See Enforcement Resolution). Following a written notice to comply, the Board is authorized to issue rules violation notices in writing and impose fines in accordance with the Declaration and the Rules and Regulations and a copy kept by the board.

**Fine Structure**

Prior to the issuance of any fine, the Owner will receive a warning letter informing them that any further violation will result in a fine. All fines are either per incident or will renew daily or monthly until the violation is remedied or ceased.

**Parking**

	<b><u>Fine</u></b>	<b><u>Renews</u></b>
1. Resident use of guest parking for additional vehicles beyond the two garage spaces per condominium.	\$25	Daily
2. Parking of a recreational vehicle (i.e. motor home, boat, jet-ski, snowmobile etc.)over night in guest parking for more than 24 hours without prior Board approval.	\$25	Daily
3. Parking of any inoperable, unlicensed, unregistered vehicles in driveways or guest parking.	\$25	Daily
4. Parking in red curb zones.	\$25	Daily

**Pets**

5. Animals unattended or unrestrained off-property.	\$25	Per Incident
6. Failure to pick-up animal waste.	\$25	Per Incident

**Litter**

7. Littering on property or in common area.	\$25	Per Incident
---	------	--------------

**Other**

8. Other violations of the Declaration, Bylaws or Rules of the Association not set forth above.	\$100	Monthly
---	-------	---------

5/21/10