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2/3/20

Amended and Restated
Declaration of Condominium
of the
Easton in Holladay

THIS DECLARATION is made and executed by the management committee of the Easton in Holladay Homeowners' Association, Inc., ("Association") upon receiving the necessary votes from the membership and hereby continues to be subjected to the provisions of the Utah Condominium Ownership Act, as amended, Utah Code Ann. §§ 57-8-1 et seq., as may be amended from time to time (the "Act").

1. Recitals

- 1.1 The Association, by and through its management committee, is authorized to act on behalf of the owners of units in the development at 2124 East Murray Holladay Road, Holladay, Utah, hereinafter more particularly described (the "Property").
- 1.2 The provisions of the Act shall apply to the Property and units subjected to this declaration and bylaws.
- 1.3 The covenants, conditions, and restrictions contained in this declaration shall be enforceable equitable servitudes and shall run with the land.
- 1.4 A survey of the Property has been performed and filed in accordance with the Act.
- 1.5 The administration of the Property shall be governed by bylaws, a true copy of which is appended hereto and recorded with this declaration as Appendix B.
- 1.6 All terms used in this declaration and the appended bylaws shall have the same definition as the terms defined in the Act, unless the Act allows for a variation of the terms and such variation is contained herein.
- 1.7 The property shall be known as Easton in Holladay and the Association shall be known as the Easton in Holladay Homeowners' Association, Inc. Should at any time the Association's nonprofit corporate status lapse, the management committee, upon its own vote, may reincorporate the Association on the same terms as set forth in its most recently filed Articles of Incorporation.

2. Description of the Land

The land on which the building and improvements are located is particularly described in Appendix A.

3. Description of the Buildings

- 3.1 The project consists of five buildings, A through E. Units 1 through 6 are located in Building A; units 7 through 13 in Building B; units 14 through 17 in Building C; units 18 through 21 in Building D and units 22 through 29 in Building E. Each building is supplied with natural gas, water, and sewer services which are supplied on a common basis.
- 3.2 There are 29 units in the Property with square footages shown on the plat map or ascertainable therefrom.
- 3.3 The buildings are constructed of wood and brick veneer. The units comprising the buildings are of a townhouse configuration, each with either a separate entrance or an entrance leading to a common foyer serving two units. Separate driveways lead from the common driveways into each unit garage located on the first level.

4. Description of Units

- 4.1 Units are substantially identical in construction, each with an upper level and a lower level. The garage, laundry room, bath, and a bedroom are located in the lower level, and the living room, dining area, kitchen, bath, and two bedrooms are located in the upper level. Each unit has a separate furnace and a water heater and is serviced by its own metered electricity.
- 4.2 The boundary lines of each unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, interior surfaces of windows and doors, window frames and door frames and trim. Each unit shall include both the portions of the building that are not common areas and facilities with such boundary lines and the space so encompassed. Without limitation, a unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls, and all utility pipes, lines, systems, fixtures, or appliances found with the boundary lines of the unit and servicing only that unit.

5. Description of Common Areas and Facilities

The common areas and facilities shall mean and include: the land on which the building is located and all portions of the property not contained within any unit, including, but not by way of limitation: the foundations, columns, girders, beams, supports, main walls, roofs, entrances, halls and stairs, grounds, gardens, guest parking areas, and the sheds used for storage of janitorial supplies, maintenance equipment, and materials; installations of all central services, including power, light, gas, water, garbage collection; and in general all apparatus and installations existing for common use; the swimming pool, patios and driveways; any utility pipes, lines of systems servicing more than a single unit and all ducts, flues, chutes, wires, conduits, and other accessories and utility installations to the outlets used

therewith; all limited common areas and facilities as hereinafter described; all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally common in use, or which have been designated as common areas and facilities in the map; and all repairs and replacements of any of the foregoing.

6. Description of Limited Common Areas and Facilities

Limited common areas and facilities mean and include those portions of the common areas and facilities reserved for the use of certain units to the exclusion of other units. The limited common areas and facilities shall be the assigned exterior parking spaces bearing the same number as the unit. Limited common areas and facilities shall also include the balconies associated with each unit. The use and occupancy of the designated limited common areas and facilities shall be reserved to its associated unit and each unit owner is hereby granted an irrevocable license to use and occupy said limited common areas and facilities.

7. Percentages of Undivided Interest in Common Areas and Facilities

Each unit shall have an equal undivided interest in the common areas and facilities.

8. Purpose of the Property

8.1 The purpose of the property is to provide residential housing and parking for unit owners, their respective families, tenants, guests, and servants.

8.2 The units and common areas and facilities shall be occupied and used as follows:

8.2.1 A unit owner shall not permit his unit to be occupied or used other than as a private residence for a single family without the express approval of the management committee or its designee.

8.2.2 A unit owner shall not permit his exterior parking space to be used for any other purpose except to park a vehicle. Inoperable or unlicensed vehicles, of any kind, may be removed and towed from the Property pursuant to rules and regulations adopted by the Association but only after notice is given consistent with the Act. All charges of towing or removal of a vehicle shall be paid by the owner and collectable as an assessment.

8.2.3 A unit owner shall not obstruct the common areas and facilities. A unit owner shall not place or store anything in the common areas and facilities without the prior written consent of the management committee or its designee except in the limited common areas and facilities appurtenant to his unit specifically designated or approved by the management committee for storage.

8.2.4 Without the prior written consent of the management committee or its designee, a unit owner shall not permit anything to be done or kept in his unit or in the limited common areas and facilities appurtenant to his unit that would result in an increase in the cost of insurance on the property, or that would result in the cancellation of insurance with respect to all or any part of the property, or that would be in violation of any governmental law, ordinance, or regulation.

8.2.5 Without prior written consent of the management committee or its designee, a unit owner shall not permit any sign of any kind to be displayed to the public view from his unit or from the limited common areas and facilities appurtenant to his unit.

8.2.6 A unit owner shall not permit any animals of any kind to be raised, bred, or kept in his unit or in the limited common areas and facilities appurtenant to his unit, except that the management committee may provide in its rules and regulations that household pets may be kept in units subject to the rules and regulations adopted by the management committee.

8.2.7 A unit owner shall not permit any obnoxious or offensive activity or nuisance to be carried on in his unit or in the limited common areas and facilities appurtenant to his unit. The terms "obnoxious or offensive" and "nuisance" may be further defined by the rules and regulations of the management committee, but such is not a requirement to enforce this restriction.

8.2.8 A unit owner shall not alter, construct in, or remove anything from the common areas and facilities, except with the prior written consent of the management committee or its designee.

8.2.9 The Association has express rule making and fining authority. A unit owner shall not violate any of the rules and regulations adopted by the management committee. Before assessing a fine for violation of a rule or regulation, the management committee shall give notice to the unit owner of the violation and inform the owner that a fine will be imposed if the violation is not cured within 48 hours. However, if the same owner commits the same violation or substantially similar violation, and an original notice was given, no additional cure period need be given prior to a fine being levied. The amount of a fine shall be based on a schedule of fines, not to exceed \$500 per occurrence or \$500 in any given month for a continuing violation. A unit owner who is fined, may request an informal hearing to dispute the fine within 30 days from the date the fine is assessed. No late fees or interest may accrue until after the hearing has been conducted and a final decision has been rendered. A fine may become a lien against the property as provided for in the Act.

9. Agent for the Service of Process

The agent designated for service of process shall be the individual or entity identified on the State of Utah's corporate registry.

10. Association of Unit Owners; Management Committee

10.1 The Association's bylaws specify the duties and responsibilities of a management committee, which shall be elected by the owners and empowered to do all lawful acts and things as are consistent with this declaration, the Act and the articles of incorporation. The Association bylaws shall set forth rules for governance of the organization.

11. Maintenance, Alteration, and Improvement

- 11.1 The maintenance, alteration, replacement and repair of the common areas and facilities shall be the responsibility of the management committee and the cost thereof shall be a common expense, except as provided in Sections 11.2 and 11.3. The management committee shall also maintain, alter, replace, and repair all exterior parking areas, patios, and all conduits, ducts, plumbing and wiring, and other facilities for the furnishing of heat, gas, light, power, water, and sewer contained in the portions of the units that service part or parts of the property other than the unit in which they are contained. All incidental damages caused to a unit by maintenance, alteration, replacement and repair of the common areas and facilities or utility services shall be repaired promptly at the expense of the Association.
- 11.2 The responsibility and cost of maintenance, repair and replacement of each entrance foyer situated between two units, and improvements therein, shall be shared equally by the owners of those units serviced by a given foyer, which owners shall maintain the foyer in a good and attractive condition at all times. The right of any owner to contribution from any other owner under this Section 11.2 shall be appurtenant to the land and shall pass to such owner's successors in title.
- 11.3 Each unit owner shall have the responsibility to maintain, repair, replace, and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the owner's unit, as described in 4.2 above, together with the balcony and air conditioner and related equipment appurtenant to the owner's unit. The management committee shall be responsible for cleaning and general maintenance of all exterior parking areas.
- 11.4 The management committee or manager shall have the irrevocable right of access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any of the common areas and facilities or for making emergency repairs necessary to prevent damage to the common areas and facilities or to another unit or units.

12. Insurance (all provisions below shall be subject to the Act's insurance provisions)

12.1. The Association shall maintain a master insurance policy which includes: (1) blanket property insurance with not less than 100% of the full replacement cost for the physical structures in the condominium project, including common areas and facilities, limited common areas and facilities, and units, and including fixtures and betterments to a unit made by a unit owner, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils; and (2) liability insurance having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common areas and facilities.

However, the Association is not required to obtain property insurance for a loss to a unit that is not physically attached to another unit or not attached to an above-ground structure that is part of a common area or facility.

12.2. The master insurance policy shall include coverage for any fixture, improvement, or

betterment installed by a unit owner to a unit or to a limited common area, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a unit or to a limited common element.

12.3. If, in the exercise of the business judgment rule, the management committee determines that a claim is likely not to exceed the policy deductible of the Association: (i) the unit owner's policy is considered the policy for primary coverage to the amount of the policy deductible of the Association; (ii) a unit owner who does not have a policy to cover the Association's insurance deductible is responsible for the loss to the amount of the deductible, as provided below; and (iii) the Association need not tender the claim to the Association's insurer.

12.4. The Association shall obtain fidelity coverage covering all committee members, officers, employees, managing agents, and other persons handling or responsible for the funds of, or administered by, the Association, in such amounts as the management committee deems appropriate, subject to the requirements in this paragraph. All such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association or Managing Agent, as the case may be, at any given time during the term of each bond, but in no event less than three (3) months assessment on all Units, plus reserves. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the Managing Agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association or insurance trustee.

12.5. The Association shall obtain such other insurance as the Committee deems necessary from time to time such as workers' compensation insurance and director's and officer's insurance and shall obtain flood insurance if any portion of the Project is deemed to be located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program, in which case the Association shall be required to obtain and pay the premiums upon a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy in an amount deemed appropriate by the Association but not less than an amount equal to eighty percent (80%) of the current replacement costs of all buildings and other insurable property within the Project.

12A – Insurance (continued): Unit Owner Insurance Responsibility. For units, the Association's policy is primary but the unit owner is responsible for the deductible as follows:

12A. 1. If a loss occurs that is covered by the Association's policy and by a unit owner's policy, the Association's policy provides primary insurance coverage; and, the unit owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.

12A.2. If a unit, or limited common area or facility appurtenant to a unit, suffers damage

as part of a covered loss, the unit owner is responsible for an amount calculated by applying the percentage of total damage resulting in a covered loss that is attributable to unit damage for that unit to the amount of the deductible under the Association's policy. The Association shall provide notice to the unit owners of any change in the amount of the deductible.

12A.3. The Association's policy does not cover the contents of a unit or a unit owner's personal property. Each unit owner is strongly encouraged to obtain insurance coverage for contents of their unit, as well as for coverage in the event the owner has to pay the Association's deductible as provided above

12B – Insurance (continued): Deductibles, Primary Insurance and Obligations.

12B.1. If a loss occurs that is covered by a property insurance policy in the name of the Association and a property insurance policy in the name of a unit owner, the Association's policy provides primary insurance coverage. The unit owner's policy applies to that portion of the loss attributable to the policy deductible of the Association. A unit owner who has suffered damage as part of a covered loss is responsible for an amount of the deductible as set forth in the Act. If the owner does not pay within 30 days after the completion of repairs to the unit, the Association may levy an assessment against the unit owner for their share of the deductible due and owing.

12B.2. The Association shall set aside an amount of money equal to the amount of the Association's property insurance deductible or \$10,000, whichever is less.

12B.3. The Association is responsible to provide notice to each unit owner of the unit owner's obligation pursuant to the Act and this Section with respect to the Association's policy deductible and of any change in the amount of the deductible.

12B.4. If the management committee determines that a claim is likely not to exceed the property insurance policy deductible, then the unit owner's policy is considered the policy for primary coverage up to the amount of the policy deductible of the Association.

12C – Insurance (continued): Miscellaneous Insurance Policy Requirements.

The Association shall be named as the insured on the master policy. The policies required herein for the Association must provide that they may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies. No policies shall require that contributions or assessments may not be made against borrowers, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or the designee of FNMA or FHLMC. Loss payments shall not be contingent upon action by the carrier's board of directors, policyholders, or members.

13. Destruction or Damage

13.1 In case of fire or any other disaster which causes damage or destruction to all or part of the property, the management committee, with the help of an independent appraisal, shall determine the percent of the building that was destroyed or substantially damaged.

If less than 75% of the building was destroyed or substantially damaged, the management committee shall arrange for the prompt repair and restoration of the building using the proceeds of insurance on the building for that purpose, and the unit owners shall be liable for assessment for any deficiency in proportion to their respective percentage of undivided interest in the common areas and facilities.. Reconstruction of the building shall mean the restoring of the building to substantially the same condition in which it existed prior to damage or destruction, with each unit and the common areas and facilities having the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of paragraph 15 hereof shall apply.

13.2 If 75% or more of the building is destroyed or substantially damaged the management committee shall, within 100 days after such destruction or damage, call a special meeting of the unit owners for the purpose of deciding whether or not the building shall be repaired and restored. If at least three-fourths (75%) of the unit owners, in person or by proxy, vote to repair or restore the building, the management committee shall promptly arrange for the reconstruction of the building using the proceeds of insurance on the building for that purpose, and the unit owners shall be liable for assessment for any deficiency in proportion to their respective percentage of undivided interest in the common areas and facilities.

If the destruction or damage is by reason of eminent domain, the provisions of paragraph 15 hereof shall apply. However, if at least three-fourths of the unit owners do not vote to make provision for reconstruction, the management committee shall record, with the County Recorder, a notice setting forth such facts and upon the recording of such notice: (i) the property shall be deemed to be owned in common by the unit owners, (ii) the undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities, (iii) any liens affecting any of the unit shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property and, (iv) the property shall be subject to an action for the partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund and shall be divided among all unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for such purposes, all sums necessary to satisfy liens on the undivided interest in the property owned by each unit owner.

- 13.2 For the purposes of this paragraph 13, the terms “disaster,” “destruction,” or “substantial damage” shall mean and include a temporary or permanent taking, injury, or destruction of all or part of the common areas and facilities or one or more units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation.

14. Termination

- 14.1 In the event three-fourths of the Property is destroyed or substantially damaged and if the unit owners do not vote to reconstruct the Property, the Property shall be removed from the provisions of the Act without further agreement one hundred and one days after such destruction or damage.
- 14.2 All of the unit owners may remove the Property from the provisions of the Act by an instrument duly recorded to the effect provided that the holders of all liens affecting any of the units consent or agree by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the unit owners in the property.
- 14.3 After removal of the Property from the Act, the unit owners shall own the Property and all assets of the Association as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the unit owners. Such undivided interests of the unit owners shall be the same as the percentage of undivided interest in the common areas and facilities appurtenant to the owners' units prior to removal from the Act.
- 14.4 Any change in the status of the Property which would result in the removal of the land or any part thereof from the Act or would alter the residential use of the property must receive the prior approval of City of Holladay.
- 14.5 This paragraph 14 cannot be amended without consent of all unit owners or eligible mortgagees on any units within the Association. An eligible mortgagee is one who has given written notice and a request to the Association to be contacted and included in the voting process for any issues under this paragraph 14.

15. Eminent Domain

- 15.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury, or destruction of all or part of the common areas and facilities or one or more units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation (all of which shall be defined as "eminent domain"), the management committee, each unit owner, and every holder of all liens affecting the units shall be entitled to timely written notice thereof and the management committee shall and the unit owners at their respective expense may participate in the proceedings incident thereto.
- 15.2 The procedures governing the allocation of awards by reason of eminent domain shall be determined in accordance with the Act; provided, that the priority of any mortgagees' liens shall remain undisturbed.

16. Mortgagee Protection

- 16.1 The term "mortgage" as used in this declaration and bylaws shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and holder of a mortgage and shall include a beneficiary under a deed of trust.

- 16.2 The management committee shall maintain a roster of unit owners from the evidence of change of ownership furnished to the management committee, which roster shall include the mailing addresses of unit owners.
- 16.3 Any mortgagee shall have the right to examine the books and records of the Association during normal business hours and, if requested in writing, to receive copies of annual reports and other financial data within 90 days following the end of any fiscal year and shall have the right to receive, if requested in writing, notice of all meetings of the Association and may designate a representative to attend all such meetings.
- 16.4 A mortgagee of any unit who comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims or unpaid assessments or charges against the mortgage unit which accrued prior to the time such mortgagee comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessment or charges to all units, including the mortgaged unit).
- 16.5 The liens created under the Act or pursuant to this declaration or bylaws upon any unit shall be subject and subordinate to, and shall not affect the rights of a mortgagee upon such interest made in good faith and for value, provided that after the foreclosure sale, which said liens, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

17. Leasing of Units

- 17.1 All leases of units shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the declaration and bylaws and that failure of the lessee to comply with the terms of said documents shall be a default under the lease.
- 17.2 No unit owner shall be permitted to lease his unit for transient or hotel purposes.
- 17.3 The management committee shall have the express authority and right to promulgate rules, beyond those stated herein, restricting and regulating the leasing of units.

18. Encroachments

- 18.1 None of the rights and obligations of any unit owners created by this declaration, bylaws or by any deed conveying a unit shall be affected in any way by an encroachment: (i) by any portion of the common area and facilities upon any unit; (ii) by any unit upon any portion of the common areas and facilities, or (iii) by any unit upon another unit due to settling or shifting of the building or other structure, including the rebuilding of the building and other structure after damage or an eminent domain action as described in paragraph 15 of this declaration unless there occurs an encroachment that results from the willful or negligent act or omission of the unit owner of the encroaching unit, or of the owners of the units to which the use of the encroaching limited common areas and facilities is appurtenant, or of the management

committee in the event of an encroachment by any portion of the common areas and facilities other than the limited common areas and facilities.

18.2 There are hereby created valid easements for the maintenance of any encroachments permitted by this paragraph 18 of this declaration so long as such encroachments exist.

19. Conveyances, Easements

19.1 Every deed, lease, mortgage, or other instrument may describe a unit by its identifying number or postal address. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise affect the unit owner's corresponding percentage of undivided ownership in the common areas and facilities, as tenant-in-common, even though the same is not exactly mentioned or described.

19.2 Every deed, lease, mortgage, or other similar instrument shall be deemed to:

19.2.1 Except and reserve with respect to a unit: (i) any portion of the common areas and facilities lying within said unit; (ii) easements through said unit, appurtenant to the common areas and facilities and all other units, for support and repair of the common areas and facilities and all other units; and (iii) easements, appurtenant to common areas and facilities, for encroachment upon the air space of said unit by those portions of the common areas and facilities located within said unit.

19.2.2 Include with respect to a unit nonexclusive easements for ingress and support of said unit through the common areas and facilities, for the repair of said unit through all other units and through the common areas and facilities, and for the use of the storage and parking spaces and indicated in Appendix A.

19.2.3 Except and reserve, with respect to the undivided percentage interest in the common areas and facilities, nonexclusive easements appurtenant to all units for ingress, egress, support and repair and exclusive easements appurtenant to each unit for the use of the storage and parking spaces as set forth in Appendix A.

19.2.4 Include, with respect to the undivided percentage interest in the common areas and facilities, nonexclusive easements through each unit for support and repair of the common areas and facilities and nonexclusive easements for encroachments upon the air space of all of the units by and for the portions of the common areas and facilities lying within the units.

20. Amendment

Except as prohibited by the Act, the provisions of this declaration may be amended by the affirmative vote of owners owning two-thirds (67%) in the aggregate of ownership interest in the common areas and facilities, which amendment shall be effective upon recording. An amendment affecting the rights of a mortgagee of a unit must be approved by at least 67% of the eligible mortgagees of units.

21. Assessments

The making and collection of assessments from unit owners for their share of common expenses shall be pursuant to the Bylaws and the following provisions:

- 21.1 Each owner shall be liable for an equal share of the common expenses and equal share in the common profits, if any.
- 21.2 Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum, or at such rate of interest as may be set by the management committee, from the date when due until paid. All payments on account shall be first applied to interest and then to the assessment payment first due.
- 21.3 The Association shall have a lien for unpaid assessments, including courts costs and attorney fees, interest and late fees and any other amounts the Association is entitled to recover under the Act or this declaration. The Association shall have each and every remedy for collection of assessments provided in the Act, and such remedies and provisions are hereby and shall be deemed to be fully incorporated and set forth herein.
- 21.4 In any foreclosure of a lien for assessments, the unit owner subject to the lien shall be required to pay a reasonable rental for the unit, and the management committee shall be entitled to the appointment of a receiver to collect the same.
- 21.5 The Association shall establish and maintain a reserve fund for maintenance, repair and replacement of the common areas and facilities and for any emergency, unforeseen, unusual, or unanticipated expenditure and for any other purpose determined from time to time by the management committee, by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Management Committee or as provided by law.
- 21.6 Consistent with the Act, if the unit owner shall, at any time, let or sublet his unit and shall default for a period of one month in the payment of assessments, the management committee, at its option, so long as such default shall continue, demand and receive from any tenant or subtenant of the owner the rent due or becoming due and the payment of such rent to the management committee shall be sufficient payment and discharge of such tenant or subtenant and the owner to the extent of the amount so paid.

22. Voting

At any meeting of the Association of unit owners, each unit owner, either in person or by proxy, shall be entitled to one vote. If there is more than one unit owner with respect to a particular unit, any or all of such unit owners may attend any meeting of the Association, but it shall be necessary for all such unit owners present to act unanimously in order to cast the vote pertaining to their unit.

23. Notices

Any notice permitted or required to be delivered as provided herein may be delivered either personally or by mail or by any form of electronic communication. If delivery is made by

mail, it shall be deemed to be delivered twenty-four hours after a copy of the same has been deposited in the U.S. postal service, postage prepaid, return receipt requested. Notice to unit owners shall be addressed to each unit owner at the address given by such unit owner to the management committee for the purpose of service of such notice or to the unit of such unit owner if no such address has been given to the management committee. If a unit owner requests that all notices be given by regular mail, rather than electronic mail or other electronic communication, notice shall be provided as requested.

24. No Waiver

The failure of the management committee or its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this declaration or the bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition, or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the management committee or its contractor of the payment of any assessment from a unit owner, with knowledge of the breach or any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the management committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the management committee.

25. Enforcement

Each unit owner shall strictly comply with the provisions of the declaration, the bylaws, the house rules and administrative rules and regulations, and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the management committee or its designee on behalf of the unit owners, or in an appropriate case, by an aggrieved unit owner. The prevailing party in any such enforcement action shall be entitled to reasonable attorney fees and costs.

26. Association's Use of Common Areas

The Association and persons it may select from time to time shall have the right to ingress and egress over, upon, and across the common areas and facilities and limited common areas and facilities and the right to store materials therein and to make such other use thereof as may be reasonably necessary incident to the refurbishing, reconstruction and maintenance of the property.

27. Severability

The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

28. Captions

The captions in this declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this declaration or the intent of any provision hereof.

29. Law Controlling

This declaration, appendix and bylaws shall be construed and controlled by and under the laws of the State of Utah.

30. Effective Date

This declaration shall take effect when recorded.

Appendix A

Legal Description

BEGINNING at a point on the new south line of the Murray-Holladay Road, said point being South 65 degrees 39' West 277.99 feet, and South 44 degrees 00' East 42.47 feet, from the Salt Lake County Monument at the intersection of the Murray-Holladay Road and Bon Air Street, and said Monument is by deeds West 1161.8 feet and South 336.8 feet from the Northeast corner of the Northwest quarter of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 44 degrees 00' East 351.78 feet; thence South 65 degrees 39' West 143.16 feet; thence South 44 degrees 18' East 79.42 feet; thence South 58 degrees 00' West 87.65 feet; thence North 44 degrees 00' West 443.44 feet to the new south line of Murray-Holladay Road; thence North 65 degrees 39' East along said new south line 233.76 feet to the point of BEGINNING.

Subject to easements and restrictions of record.

APPENDIX B

BYLAWS

EASTON IN HOLLADAY HOMEOWNERS' ASSOCIATION, INC.

The administration of the Easton in Holladay Homeowners' Association, Inc., shall be governed by these bylaws and by the Utah Condominium Association Act, §§57-8-1 et seq., and by the declaration.

1. Application of Bylaws

All present and future unit owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the declaration, these bylaws and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease, the act of occupancy of a unit, or the use in any manner of the Property or any part thereof, shall constitute an agreement that the provisions of the declaration and these bylaws (and any rules and regulations made pursuant thereto), as they may be amended from time, are accepted, ratified and will be complied with.

2. Management Committee

- 2.1 The administration of the property on behalf of the Association shall be conducted by a management committee of at least three natural individuals. If the size of the committee is increased, it shall always be an odd number of members and such newly created position shall be filled by a vote of the members as provided in these bylaws.
- 2.2 At each annual meeting, the Association shall elect members of the management committee. At least thirty days prior to the annual meeting of the Association, the management committee shall elect from the unit owners a nominating committee of not less than two members (none of whom shall be members of the then management committee) who shall recommend to the annual meeting one nominee for each position on the management committee to be filled at that particular annual meeting. Nominations for the positions on the management committee may also be made at the annual meeting by motion. Members of the management committee shall be unit owners and residents of the state of Utah.
- 2.3 Members of the management committee shall serve for a term of two years. The terms of no more than two members of a three member, and three members of a five member, management committee will end each year. The members of the management committee shall serve until their respective successors are elected, or until their death, resignation, or removal. Any member of the management committee who fails to attend three consecutive management committee meetings, or fails to attend at least twenty-five percent of the management committee meetings held during any calendar year shall forfeit his or her membership on the management committee.
- 2.4 Any member of the management committee may resign at any time by giving written notice to the president of the Association, or to the remaining management committee members. Any member of the management committee may be removed from

membership on the management committee by a two-thirds majority vote of the Association. Whenever there shall occur a vacancy on the management committee due to death, resignation, removal, or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

- 2.5 The members of the management committee shall receive no compensation for their services unless expressly approved by a majority of the Association; provided, however, that any member of the management committee may be employed by the Association in another capacity and receive compensation for such employment.
- 2.6 The management committee, for the benefit of the property and the Association, shall manage the business, property, and affairs of the property and the Association and enforce the provisions of the declaration, these bylaws, the house rules, and the administrative rules and regulations governing the property. The management committee shall have the powers, duties, and responsibilities with respect to the property as contained in the Act, the declaration, and these bylaws.
- 2.7 The meetings of the management committee shall be held at such places within Salt Lake County as the management committee shall determine. Two members of the management committee shall constitute a quorum. The management committee shall annually elect all of the officers of the Association. The meeting for the election of officers shall be held at the first meeting of the management committee immediately following the annual meeting of the Association.
- 2.8 Regular meetings of the management committee will held as needed provided that the management committee shall meet at least six times per year.
- 2.9 The fiscal year shall be determined by the management committee.

3. Meetings of the Association

- 3.1 The presence in person or by proxy at any meeting of the Association of fifty percent (50%) of the unit owners in response to notice of all unit owners of record properly given shall constitute a quorum. In the event that fifty percent (50%) of the unit owners are not present in person or by proxy, the meeting shall be adjourned for twenty-four hours, at which time it shall be convened and any number of unit owners present at such subsequent meeting shall constitute a quorum.
- 3.2 There shall be one (1) annual meeting of the Association held at the property with 60 days of the third Thursday of February or at such other reasonable place or time as may be designated by notice by the management committee delivered to the unit owners not less than fifteen days prior to the date fixed for said meeting. At or prior to the annual meeting, the management committee shall furnish to the unit owners (i) a budget for the coming fiscal year that shall itemize the estimated common expenses for the coming fiscal year with the estimated allocation thereof to each unit owner, and (ii) financial statements for the previous fiscal year, including a balance sheet and a statement of the common expenses itemizing receipts and disbursements for the

previous fiscal year. Copies of the the financial records provided at the annual meeting will be delivered to owners who were unable to attend the meeting.

- 3.3 Special meetings of the Association may be held to consider matters which require the approval of all or some of the unit members, or for any other reasonable purpose. The Association, by and through the Management Committee, shall notice, hold and conduct a special meeting of its members on call of (1) the Management Committee, or (2) if the Association receives one or more written demands for the meeting that state the purpose or purposes for which the meeting is to be held, and are signed and dated by members in good standing holding at least 30% of the voting rights of the Association. When a special meeting is demanded by the members, the Committee shall set the time and date for the meeting so that the meeting occurs within 65 days of receipt of the demand and if notice of the meeting is not given by the Committee within 30 days after the date the written demand is delivered to an Association officer, a person signing the demand may set the time and place of the meeting and give notice pursuant to the requirements herein. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.
- 3.4 Meetings may be conducted by any method permitted under Utah's Nonprofit Corporations Act, Title 16, Chapter 6a, in addition to those methods provided herein.

4. Officers and Agents

- 4.1 All officers and employees of the Association shall serve at the will of the management committee.
- 4.2 The officers shall be a president, secretary, treasurer, and such other officers as the management committee may deem necessary. Officers shall be required to be unit owners, but the president must be a member of the management committee. No officer shall receive compensation for serving as such. Officers shall be annually elected by the management committee and may be removed and replaced by the management committee.
- 4.3 The president shall be the chief executive of the management committee, shall preside at all meetings of the unit owners and of the management committee, and may exercise the powers ordinarily allocatable to the presiding officer of an Association, including the appointment of committees. The president shall exercise general supervision over the property and its affairs.
- 4.4 The secretary shall keep minutes of all proceedings of the management committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the unit owners and the management committee. In the absence or the inability of the president, the secretary shall perform the functions of the president.
- 4.5 The treasurer shall be responsible for the fiscal affairs of the Association, under the direction, and according to the decisions, of the management committee, but may delegate the daily handling of funds and the keeping of records to a manager or management company.

5. Common Expenses; Assessments

- 5.1 All assessments shall be made in accordance with the general provisions of the declaration and the Act.
- 5.2 Within thirty days prior to the annual meeting of the Association, the management committee shall estimate the common expenses and capital contributions for the upcoming year. The estimated capital contributions shall include such amounts as the management committee may deem proper for general working capital, for the general operating reserve, for a reserve fund for replacements and major maintenance and shall take into account any expected income, surplus or deficit in the common expenses for any prior year.

These estimated capital contributions and common expenses shall be presented at the annual meeting as required by the Act and thereafter shall be assessed on a monthly basis to the unit owners in proportion to their percentage of undivided interest in the common areas and facilities as set forth in the declaration.

If the estimated common expenses prove inadequate for any reason, including non-payment of any unit owner's assessment, the management committee may, by resolution, duly adopted, make additional assessments, which shall be assessed to the unit owners in the same manner as the estimated common expenses.

Each unit owner shall be obligated to pay to the management committee assessments made pursuant to this paragraph on or before the first day of each month or in such other reasonable manner as the management committee shall designate. The funds received by the management committee shall be kept in either capital accounts or in the common expense fund and shall be expended by the management committee only in accordance with the provisions of the Act, the declaration and these bylaws.

- 5.3 Every determination by the management committee with respect to common expenses and common expenditures necessary to maintain the property, that is made with the bounds of the Act, the declaration, and these bylaws, shall be final and conclusive as to the unit owners and shall be deemed necessary and properly made for such purposes.
- 5.4 The failure of by the management committee to estimate the common expenses as required herein, shall not be deemed a waiver or modification in any respect of the provisions of the declaration or these bylaws, or a release of the unit owner from the obligation to pay any past or future assessments, and the estimated common expenses fixed for the previous and current year shall continue until a new estimate is fixed.
- 5.5 No unit owner may exempt himself from liability for common expenses by waiver of the use and enjoyment of any of the common areas and facilities or by abandonment of his or her unit.
- 5.6 The treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the common areas and facilities, specifying and itemizing the maintenance, repair and replacement expenses of common areas and facilities and any other expenses incurred. Such records shall be available for examination by the unit

owners during regular business hours. In accordance with the actions of the management committee, assessing common expenses against the units and unit owners, the treasurer shall keep an accurate record of such assessments and of the payments thereof by each unit owner.

- 5.7 All common expense assessments shall be a separate, distinct, and personal liability of the owner of the unit at the time each assessment is made. The management committee shall have the rights and remedies contained in the Act and in the declaration to enforce the collection of assessments for common expenses.
- 5.8 Any person who shall have entered into a written agreement to purchase a unit shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the unit and its owners, and if such statement does not reveal the full amount of the unpaid assessments of the date it is rendered, neither the purchaser nor the unit shall be liable for the payment of any amount in excess of the unpaid assessments shown thereon, provided that the former unit owner grantor shall remain so liable. Any such excess which cannot be promptly collected from the former unit owner grantor shall be reassessed by the management committee as a common expense to be collected from all unit owners, including without limitation the purchaser of the unit, his successors, and assigns. The new unit owner shall be, and the former unit owner shall not be, liable for any assessments made after the date of transfer of title to a unit, even though the common expenses for the expenses incurred or the advances made by the management committee for which the assessment is made relate in whole or in part of any period prior to that date.
- 5.9 In the event that title to a unit is transferred at sheriff's sale pursuant to execution upon any lien against the unit, the management committee shall give notice in writing to the sheriff of any unpaid assessments for common expenses which are a lien against the unit, and for any expenses of or advances by the management committee which have not theretofore be reduced to a lien, which shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former unit owner against whom the execution was issued. The purchaser at such sheriff's sale and the unit involved for unpaid assessments for common expenses and for any expenses of or advance by the management committee which became due prior to the sheriff's sale of the unit. Any such unpaid assessments which cannot be promptly collected from the former unit owner shall be reassessed by the management committee as a common expense to be collected from all of the unit owners, including the purchaser who acquired title at the sheriff's sale, his successors, and assigns. To protect its right to collect unpaid assessments for common expenses which are a lien against a unit, and for any expenses of and advances by the management committee, the management committee may on behalf of the unit owners, purchase the unit at sheriff's sale provided such action is authorized by the affirmative vote of a majority of the management committee.
- 5.10 In addition to the statements issuable to purchasers of units, the management committee shall provide a current statement of unpaid assessments for common assessment and for any expenses of and advances by the management committee in respect of the unit, to the unit owner, to any person who shall have entered into a

binding agreement to purchase the unit, and to any mortgagee on request at reasonable intervals.

- 5.11 In all cases where all or part of any assessment for common expenses and for any expenses of and advances by the management committee cannot be promptly collected from the persons or entities liable therefor under the Act, declaration, or bylaws, the management committee shall reassess the same as a common expense, without prejudice to its rights of collection against such persons or entities.

6. Mandatory Arbitration.

- 6.1 As used herein, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or related to the interpretation, application, or enforcement of the Declaration, Bylaws or rules and regulations or the rights, obligations, and duties of anyone arising therefrom;
- 6.2 The following shall not be considered a "Claim":
- 6.2.1. any suit, remedy or action taken by the Association to collect assessments or other amounts due;
 - 6.2.2. any suit by the Association to obtain a temporary restraining order, preliminary injunction or other emergency equitable relief and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of this Declaration;
 - 6.2.3. any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Association's Declaration or Bylaws;
 - 6.2.4. any suit in which any indispensable party is not bound hereby;
 - 6.2.5. any suit as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required in Section 2(a), unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article;
 - 6.2.6. the levy of reasonable fines pursuant to this Declaration.
- 6.3 Arbitration. Every Claim shall be submitted to binding arbitration to the American Arbitration Association under its Rules for the Real Estate Industry and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

7. Abatement and Enjoinment of Violations by Unit Owners

The violation of any house rules or administrative rules or regulations adopted by the management committee of the breach of any provision contained herein, or the breach of any provision of the declaration, shall give the management committee the right, in addition to any other rights set forth in these bylaws:

- 7.1 To enter the unit in which or as to which such violation or breach exists and to similarly abate and remove at the expense of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the management committee shall not thereby be deemed guilty in any manner of trespass; or
- 7.2 To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- 7.3 The prevailing party in any enforcement action under these bylaws, the declaration or the rules and regulations shall be entitled to reasonable costs of enforcement including but not limited to attorney fees and costs.

8. Accounting

- 8.1 The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.
- 8.2 At the close of each fiscal year, the books and accounts of the Association shall be reviewed and approved by the management committee or a special committee.
- 8.3 The books and accounts of the Association shall be available for inspection by any unit owner or his authorized representative during regular business hours.

9. Special Committees

The management committee by resolution may designate one or more special committees, each committee to consist of two or more unit owners, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the management committee. Such special committees shall keep regular minutes of their proceedings and shall report the same to the management committee when required. The members of such special committee or committees designated shall be appointed by the management committee or the president. The management committee or the president may appoint unit owners to fill vacancies on each of said committees occasioned by death, resignation, removal or inability to act for any extended period of time.

10. Smoking

Easton in Holladay is a smoke free area. Smoking is banned from all common areas, limited common areas, and the interior of all units. This also includes decks/patios, hallways, grass areas, pool area, and sidewalks. However, notwithstanding the foregoing, smoking is allowed on the asphalt/blacktop areas. The management committee shall create a fine schedule for violations of this smoking ban.

11. Amendment of Bylaws

These bylaws may be amended by the affirmative vote of owners owning two-thirds (67%) in the aggregate of ownership interest in the common areas and facilities of the Association . Upon such an affirmative vote, the management committee shall acknowledge the amended

bylaws, setting forth the fact of the required affirmative vote of the unit owners and the amendment shall be effective upon recording.

12. Severability

The provisions hereof shall be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. Captions

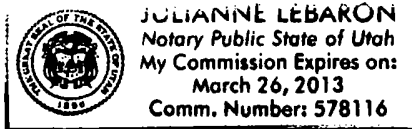
The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit, or describe the scope of these bylaws nor the intent of any provision hereof.

14. Effective Date

These bylaws shall take effect upon recording of the declaration of which they are a part.

[END]

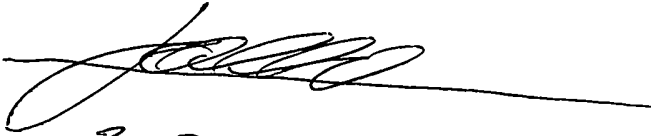
State of Utah
County: Salt Lake



Notary: Julianne LeBaron

Date: 3-12-2013

Witness signature of John Greene


3-12-13