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Gary W. Ott
Recorder, Salt Lake County, UT
COHNE KINGHORN PC
BY: eCASH, DEPUTY - EF 23 P.

WHEN RECORDED RETURN TO:

Eagle Springs East Condominium Association, Inc.
c/o Adam Peters
12082 E. Big Cottonwood Canyon Road
Solitude, UT 84121

**AMENDMENT TO
DECLARATION OF CONDOMINIUM FOR
EAGLE SPRINGS EAST CONDOMINIUM PROJECT**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM FOR EAGLE SPRINGS EAST CONDOMINIUM PROJECT (this "Amendment") is dated this 27th day of July, 2016, by Eagle Springs East Condominium Association, Inc., a Utah non-profit corporation (the "Association").

RECITALS

A. The Eagle Springs East Condominium Project (the "Project") was created by the filing of a Record of Survey Map, which was recorded in the Official Records of the Salt Lake County Recorder on May 21, 2001, as Entry No. 7900834, in Book 2001P, at Page 122.

B. A Declaration of Condominium for the Project was recorded in the Official Records of the Salt Lake County Recorder on May 21, 2001, as Entry No. 7900835, in Book 8459, at Pages 1951-2024 (the "Declaration").

C. The Association is the Association of the Owners of the Project, created pursuant to the Declaration.

D. The Association wishes to amend the Declaration to reflect amendments that have been adopted and approved by the Owners by a vote of at least sixty-seven percent (67%) of the votes allocated to all Units.

E. Unless otherwise defined, capitalized terms used herein have the meanings assigned to them in the Declaration.

AMENDMENTS

NOW, THEREFORE, for the reasons recited above, the Declaration is amended as follows:

1. Section 6.01 of the Declaration was amended by the Owners at a Meeting held on January 26, 2010, to read:

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6.01 Number and Election of Directors. The Management Committee shall consist of at least three (3) but not more than seven (7) Directors. The initial number of Directors shall be three (3) and shall hold office until the election or appointment of their successors at the first annual meeting. Thereafter, subject to the terms and conditions of Sections 6.03 and 6.04 below, each Director will hold office for a term of one (1) year and the Owners shall elect the Directors at the annual meetings.

2. Section 6.02(b) of the Declaration was amended by the Owners at the 2003 Annual Meeting held on April 5, 2003, to read:

(b) The Management Committee may not act on behalf of the Association to:

- (i) amend this Declaration;
- (ii) terminate the Association, this Declaration or the Condominium;
- (iii) increase the number of Directors comprising the Management Committee; or
- (iv) determine the qualifications, powers and duties, or terms of office, of Directors.

3. Section 6.05(b) of the Declaration was amended by the Owners at the 2003 Annual Meeting held on April 5, 2003, to read:

(b) A vacancy on the Management Committee created by the removal, resignation or death of a Director appointed or elected by the Owners shall be filled by a Director elected by the Management Committee.

4. Section 10.13(c) of the Declaration was amended by the Owners at the 2003 Annual Meeting held on April 5, 2003, to read:

(c) Subject to Paragraph 10.13(f), each Owner of a Residential Unit or its Guest may use one Parking Space in the Condominium Project's parking facility during any period which the Owner or one or more of its Guests are staying in the Owner's Unit. At no time may an Owner or a residential Unit or its Guests use more than one parking space in the Condominium Project's parking facility. If a unit Owner is not renting out or otherwise allowing Guests to use their unit, each Owner of a Residential Unit may park their car in the Condominium Projects Parking facility in accordance with policies and procedures set forth by the Management Committee.

5. The Declaration was amended by the Owners at the 2005 Annual Meeting held on August 6, 2005, by adding a new Section 10.07(f) to read as follows:

(f) An Owner must comply with the terms of the Remodeling Policies and Procedures attached to this Amendment as Exhibit "A", which are hereby incorporated into the Declaration, when making any alterations to a Unit.

6. Except as expressly amended by this Amendment, all terms of the Declaration shall continue in full force and effect. In the event of an inconsistency between the Declaration and this Amendment, the terms of this Amendment shall apply.

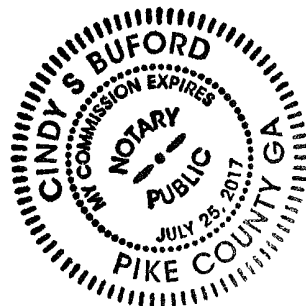
THE ASSOCIATION has executed this Amendment on the date set forth above.

Eagle Springs East Condominium Association, Inc.,
a Utah non-profit corporation

By: *Edmund M. Kreis*
Its: *President*

STATE OF GEORGIA)
 : ss.
County of Fulton)

The foregoing instrument was acknowledged before me this ^{20th} day of July, 2016, by *Edmund M. Kreis*, the *President* of Eagle Springs East Condominium Association, Inc., a Utah non-profit corporation, on behalf of said company.



Cindy S. Buford
Notary Public

EXHIBIT "A"
REMODELING POLICIES AND PROCEDURES

REMODELING POLICIES AND PROCEDURES

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EAGLE SPRINGS EAST CONDOMINIUM ASSOCIATION
REMODELING POLICIES AND PROCEDURES

SUMMARY

- A. The Board has established the following project categories, which are subject to separate rules and procedures:
- a. Category A - Minor remodeling, of interior finishes such as painting, wallpapering and re-carpeting, requires no Association supervision. No notice to the Management Office is required for minor remodeling unless heavy equipment or appliances will be delivered to the Unit.
 - b. Category B - Minor demolition or construction that does not affect the Common Elements. A proposal describing the work must be submitted to the management office for review. Board approval is not required.
 - c. Category C – Installation of hard flooring surfaces in any portion of an Unit other than a kitchen, entrance bath or powder room. Board approval is required.
 - d. Category D – Alteration affecting Common Elements or building systems. Board approval is required.
- B. Before beginning any remodeling project that might fall within categories B, C or D, these procedures must be followed:
- a. Notify the Management Office.
 - b. Obtain from the Management Office a current copy of the Association's Remodeling Policies and Procedures adopted August 2005. with Addenda A and B also August 2005;
 - c. Return a signed copy of the Standard Remodeling Contract to the Management Office if applicable.
- C. The Remodeling Policy and Procedures explains the steps that must be completed before any work can begin in a Unit. Depending on the complexity of the work and the structural elements affected, an owner or their contractor may be required to obtain and provide: a Salt Lake County Building permit for all work, inspections, Management approval, Board approval or architectural review before a project can proceed. *Under Please be aware that requests for extensive remodeling will require from thirty to sixty days for processing before presentation to the Board of Directors for approval.*
- D. The following rules govern remodeling in individual units and are designed not only to protect the safety and comfort of all residents, but also to preserve the buildings and those elements and systems that are the responsibility of the Association, as opposed to individual Unit owners. In the event an easement is required in connection with a remodeling project, these rules will be supplemented by the Procedures for Obtaining an Easement Agreement.

INTRODUCTION

The Board of Directors, in considering remodeling projects, must balance the right of all Unit Owners to the quiet enjoyment of their own personal requirements. The Board has endeavored to establish reasonable criteria and rules that will protect the safety and comfort of all residents, and which will at the same time, preserve the buildings and those elements and systems that constitute community property. These rules are the result of that effort.

These rules are intended to facilitate the handling of remodeling requests in as short a time as possible. Please note that request for extensive remodeling will require from thirty (30) to sixty (60) days for processing before presentation to the Board of Directors. No project can be started until all the requirements of these rules have been satisfied. To ensure compliance with these rules, Contractors and /or Workmen must be furnished with a copy of this Remodeling Policy and Procedures.

Building Plans are available for viewing by contracting the Management Office; the plans, however, cannot be removed from the premises. Copies may be obtained from the Management Office, but all fees for copies are the responsibility of the Unit Owner.

The installation of new showers, toilets and sinks may require water shut off. Forty-eight hours prior notice is required so that management can notify other residents that the water will turn off in the areas involved. All plumbing work that requires the water to be turned off should be scheduled at one time. If more then one water shutdown is required, the time for additional shutdowns will be charged to the Unit Owner.

Any legal fees incurred by the Association in connection with a remodeling project undertaken by a Unit Owner are the responsibility of and will be charged to the Unit Owner.

The Board recognizes that remodeling projects may affect the buildings differently and may required various degrees of supervision. Accordingly, the Board has established the following project categories:

Category A
Minor remodeling that is limited to the Owner's unit and which does not involve Common Elements.

Examples:

- a. Interior finishes such as re-painting: wallpapering or other surface changes to the walls or ceilings of the Unit.
- b. Replacing/repairing original tile or carpeting. The use of a carpet pad is recommended but not required. Carpet may be glued to the floor, provided that an adequate sound absorbing material is used.
- c. Replacing kitchen cabinets. NOTE: If replacing faucets, this will change to Category B.
- d. Installing hard flooring surfaces in an entrance, kitchen, bath or powder room. **NOTE: *If the vanity needs to be removed to install the new floor, this will change to Category B.***
- e. Replacing or installing window treatments such as curtains, blinds or shades. To maintain the aesthetic quality of the exterior façade, nothing can be done to affect the color of the exterior window system.
- f. The Management must be notified at least twenty-four hours in advance of any work that may cause offensive noise, odors, fumes or nuisance such as surface refinishing. Every effort should be made to use materials that do not emit noxious fumes. Information regarding the name, address and telephone number of person(s) performing the work must be provided to the management office before the work begins.
- g. To minimize the transfer of noise dust, and fumes, proper ventilation must be provided during the application and drying process. Unit doors must be completely sealed and not be propped in the open position and windows must be left closed.

Steps Involved:

1. Other than indicated above, no notice to the Management Office is required for minor remodeling or decorating unless heavy equipment or appliances will be delivered to the Unit as a part of the remodeling effort. If heavy equipment is to be delivered, the Management Office should be notified of the date of delivery so that the Common Elements can be protected.
2. The disposal all construction debris including appliances and carpeting needs to be coordinated through the Management Office but is the responsibility of the owner. Any additional scavenger costs incurred by the Association will be charged directly to the Unit Owner.

Category B

Minor demolition, new construction, or modification of the unit's plumbing, electrical and mechanical systems for work that is limited to the Owner's unit and which does not involve the Common Elements.

Examples:

- a. Removing/replacing of surface-mounted plumbing fixtures that do not involve demolition of any wall(s) or channeling of the floors or ceilings. Due to the pressurized nature of the building's water system, plans or specifications shall specify all new plumbing fixtures with applicable manufacturer and catalog numbers.
- b. Installing refrigerators with or stand-alone icemakers or drinking water that does not require channeling in the floors or ceilings.
- c. Installing or relocating electrical outlets or changing unit circuit breakers.
- d. Replacing/repairing fireplaces or heating units.

Steps Involved:

1. The Unit owner must obtain a copy of the Remodeling Policy and Procedures and supply Management with a detailed proposal and/or plan(s), scaled 1/4"=1'-0" or larger, which will describe the entire scope of work, including the location and extent of any and all partitions to be removed or installed. A detail shall be supplied if any new partition engages the Units exterior wall.
2. Management reviews proposal/plans to determine the scope of the work.
3. If the proposal/plan is deemed to fall within category B, and not Category D, Owner submits Contractor's proposal/plan(s) to our Property Manager or Reviewing Architect for approval and Owner delivers Remodeling Regulations to Contactor.
4. Property Manager/Reviewing Architect reviews submission and advises Management and Owner of any additional requirements the Owner must meet in order to maintain and protect the buildings and the rights of other owners.
5. Once all agree, the Property Manager may give approval subject to Owner's submission of:
 - i. Proof of homeowner's insurance.
 - ii. Proof of Contractor's certification and certificate of insurance with Eagle Springs East Condominium listed as additional insured.
 - iii. Work schedule.
 - iv. Copy of the applicants building permit if required.
6. Management and Reviewing Architect retain the right to inspect work for compliance with the scope of the Owner's proposal, and management retains the right to stop the work if it is found not to be in compliance with the scope of the work approved. The Owner must either restore the unauthorized work to its

original condition, per Management's directives, or submit for approval a proposal for the unapproved work before further work can be done.

The Unit Owner is responsible for all costs of the Reviewing Architect's services with regard to any unauthorized work.

7. Under Category B. It is not necessary to install sound absorption when replacing an existing floor.

Category C
Installation of hard flooring surfaces in any portion of a Unit other than an entrance, kitchen, bath or powder room.

1. The Unit Owner must obtain a copy of the remodeling policy and procedures and supply management with a detailed proposal and/or plan(s), scaled ¼"=1'-0" or larger, which will describe the entire scope of work.
2. In order to minimize the transmission of sound between adjacent units, all hard-surface flooring, such as stone, wood, ceramic or vinyl tile, or vinyl, shall have impact insulation class (IIC) rating of not less than 50 (45 if field tested) when tested in accordance with ASTM E 492.
3. If new flooring is installed adjacent to a heating unit, the contractor must leave adequate space to allow for servicing the equipment.
4. Management reviews proposal/plans to determine the scope of the work.
5. If the proposal/plan is deemed to fall within Category C. Owner submits Contractor's proposal/plan(s) to Property Manager or Reviewing Architect for review and Owner delivers remodeling regulation to Contractor.
6. Property Manger/Reviewing Architect reviews submission and advises Management and Owner of any additional requirements the Unit Owners must meet in order to maintain and protect the buildings and the rights of other Unit Owner. Property Manager's/Reviewing Architect's recommendations are forwarded to the Board for action. Board approval will be contingent upon the Owner's submission of:
 - (a) Proof of homeowner's insurance
 - (b) Work schedule. Management and Reviewing Architect retain the right to inspect the work for compliance with the scope of the Owner's proposal, and Management retains the right to stop the work if it is found not to be in compliance with scope of the work approved. The Owner must either restore the unauthorized work to its original condition, per Management's directive, or submit for approval a proposal for the unapproved work before further work can be done. The Unit Owner is responsible for all costs of the Reviewing architect's services with regard to any unauthorized work.

Category D
Alterations affecting Common Elements and/or building systems
(plumbing, electrical and mechanical).
The procedures under this category require the submission of plans and/or
specifications, architectural review and Board approval.

Examples:

- a. Changes in demising walls
- b. Adding a whirlpool bath, sauna or washer and dryers.
- c. Replacing a bathtub.
- d. Installation of a wet bar.
- e. Combining units through Limited Common Elements.
- f. Easements of Common Elements to combine units.

Steps Involved:

1. The Unit owner must obtain a copy of the Remodeling Policy and Procedures, and supply Management with detailed plan(s), scaled 1/4"=1'-0" or larger, which will describe the entire scope of work, including the location and extent of any and all partitions to be removed or installed. A detail shall be supplied if any new partition engages the exterior wall. If wall partitions are added or removed, the Owner will enlist the services of a licensed fire sprinkler contractor to determine if the unit's fire sprinkler system will need to be modified. Provide the property manager with a statement from the enlisted fire sprinkler contractor stating the necessary modifications to fire sprinkler system.
2. Before submission, all plans must be prepared and stamped by a registered architect or structural engineer and state that all work will be performed in accordance with the latest editions of the International Building Codes, National Electrical Code, and N.F.P.A. 13, the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and Bylaws for the Eagle Springs East Condominium Association and the Owner's Manual.
3. Property Manager reviews proposals/plans to determine the scope of the work.
4. If the proposal/plan is deemed to fall within Category D, Owner submits Contractor's proposal/plan(s) to reviewing architect and Property Manager for approval and Owner delivers Remodeling regulations to contractor. The Unit Owner is responsible for all costs associated with the service, if need or an Engineering Consultant retained by the Association to review the proposed plan.
5. Review of any Architect and Engineering Consultant submission and advice Property Manager and owner of any additional requirements the Owner must meet in order to maintain and protect the buildings and the rights of other Unit Owners.
6. Property Manager examines Engineering Consultant's and reviewing Architects' recommendations and forwards the proposal/plan(s) and recommendations to

the Board for action. Board approval will be contingent upon Owner's submission of:

- i. Signed copy of Standard Remodeling Contract.
 - ii. Proof of homeowner's insurance.
 - iii. Proof of Contractor's certification and certificate of insurance with Eagle Springs East Condominium listed as additional insured.
 - iv. Work Schedule.
 - v. Approval of reviewing architect and necessary engineering consultants.
7. Property Manager, reviewing Architect and/or Engineering Consultant will inspect the work for compliance with the scope of the Owner's proposal and management retain the right to stop the work if it is not found to be in compliance with the scope of the work approved. All costs incurred by the Association in connection with the review of the work will be the responsibility of the Unit Owner. The owner must either restore the unauthorized work to its original condition, per Management's directives, or submit for approval a proposal for the unapproved work before further work can be done. The Unit owner may be responsible for all accosts incurred by the Association as a result of any unauthorized work.
8. When an easement is required the Property Manger will prepare the necessary easement documents and forward them to the Board of Directors for execution.

CONTRACTOR GUIDELINES

The Board of Directors has established that all work done within any of the Units, whatever the nature, shall be performed according to the following rules and conditions. Before planning or implementing any such work, we urge you to read the provisions of the declaration, By-Laws and Owner's Manual.

1. Hours of construction are 9:00 a.m. to 5:00 p.m., Monday through Friday only.
2. Notify the management office and neighbors in surrounding apartments in writing of the dates when construction is scheduled to occur. Attempt to coordinate schedules that are mutually convenient (for example not during peak holiday periods).
3. Provisions must be made outside and/or inside the unit to prevent damage to corridor carpeting and walls. Drop cloths and /or plywood sheets are to be laid over the entire traffic area in the hallway when work is being performed inside an apartment so that workmen will not track debris onto the corridor carpeting or damage the walls. Owner will be responsible for any damage to common corridors.
4. When heavy materials are transported by cart into an apartment, protective material is to be laid down the length of the corridor from the elevator. The Property Manager should be notified of the date and times the materials will be delivered in order monitor the hallways.
5. The owner's Unit's smoke detectors must be covered to prevent dust, dirt or steam from activating them. Do not for any reason disconnect these detectors without first consulting the Property Manager. For protection of residents, all damaged smoke detectors must be replaced with new smoke detectors at the owners expense, upon completion of construction. See the property Manager for replacement.
6. To prevent construction dust from entering other units, Unit doors are to be sealed while construction is in progress.
7. The use of air and/or electric jackhammers is prohibited.
8. Floors cannot be trenched. Ceilings are not to be penetrated.
9. Unit Owners are responsible for the removal of all debris. Debris must be put in covered containers within the unit and taken to the trash rooms. Arrangements can be made through the Property Manager for the removal of construction debris. Any charges will be billed to the Unit Owner. Owner responsible for disposal of all hazardous materials (left over paint, stain, etc) and this is not to be disposed of using the building's trash containers.
 - a. No debris is to left in the halls, garage or common areas.
 - b. Neither the Association nor the Property Manager provides tools, supplies, equipment, carts or vacuum cleaners.
 - c. Dumpsters cannot be left in the garage without prior permission from the Property Manager.

10. Unit owners are responsible for obtaining parking for their contractors. Due to the limited amount of parking in our garage, parking more than one vehicle per unit in the garage per unit is prohibited, other than for loading and unloading. Most large vans may exceed the clearance into our garage. The Property Manager will direct your employees where to park their vehicles.
11. Any workman using flammable materials must include a small fire extinguisher as part of his equipment.
12. The Management Office must be notified at least two days prior to the commencement of approved work so that it can inspect such work on behalf of the Association and notify residents (1) who may inquire as to the source of construction noise and (2) of scheduled water shut-offs.
13. Any damage to Eagle Springs East Condominium Association property or to other Units of the Condominium caused by the work shall be repaired at the expense of the Unit owner upon note from the Association.

GUIDELINES FOR REVIEWING ARCHITECT AND ENGINEER

The guidelines listed below should be included in the Reviewing Architect/Consulting Engineer's examination. It is expected that the Reviewing Architect/Consulting Engineer will identify all items, which, in his or her judgment, should be brought to the Board's attention.

1. Identify all alterations to the Common Elements.
2. Review the proposed alterations for changes in the function, aesthetics, or flow of Common Elements.
3. Review proposed electrical installations to determine if they exceed the designated load rating of the wiring and electrical panels.
4. Specify if proposed wiring, piping or ducting will be the same or exceed that used in the original building construction.
5. Check if the consumption of hot or cold water will be affected.
6. Determine whether the master antenna/cable lines will be modified or altered.
7. Determine whether the proposed alteration will require any penetration of the first floor concrete slab.
8. Check to see if it will be necessary to shut off water in the entire area.
9. Review plumbing fixture manufacture specifications for compatibility with building's plumbing system.
10. Review plans to verify that bathroom clean-outs will be accessible
11. Verify that there will be no trenching of the structural floors, or alteration of the floor or roof structure above
12. Review all Category C & D modifications to assess their impact on the building's structural loadpath and integrity.

STANDARD REMODELING CONTACT

AGREEMENT made as of this _____ day of _____, 200__, by and between EAGLE SPRINGS EAST CONDOMINIUM ASSOCIATION, a Solitude not-for-profit corporation (hereinafter referred to as the "ASSOCIATION") and the Unit Owner by _____ both in Solitude, Utah (hereinafter referred to as the "OWNER").

RECITALS

1. OWNER is the owner of Unit(s) _____ and _____.
2. OWNER desires to make certain additions, alterations to, and/or removal of certain of the Common Elements (including Limited Common Elements) described in the Declaration the ("PROJECT").
3. The PROJECT required that the written consent of the Board of Directors (the "BOARD") be obtained as a condition to alterations requiring construction in, alteration to, or removal of any part or portion of the Common Elements described therein;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth therein, the BOARD (on behalf of the Association) and OWNER agree as follows:

1. **Consent of Board.** The BOARD hereby consents to the PROJECT subject to the terms and conditions hereinafter set forth.
2. **Compliance with Laws.** All work constituting the PROJECT shall be performed in strict compliance with all applicable laws, ordinances, rules and regulations of federal, state, county and municipal governments or agencies now in force or that may be enacted hereafter during construction, and with the directions, rules and regulations of the fire inspectors, health officers, building inspectors or other offices of every governmental body or agency now having or hereafter during construction acquiring jurisdiction thereof and in conformity with any directives from any insurance under writers or representatives thereof as may be required by reason of the ASSOCIATION'S insurance coverage on the buildings at Eagle Springs East or any part thereof.
3. **Building and Other Permits.** Notwithstanding anything in OWNER'S agreements with his/her contractors to the contrary, the OWNER shall be responsible for obtaining such building permits, licenses and permissions as may be required by any public authority having jurisdiction over the PROJECT and shall furnish copies thereof to the BOARD prior to the commencement of any construction.
4. **Relocation of Utility Services and Television Outlets.** The OWNER agrees that any and all work or construction with respect to the removal of, addition to, or relocation of existing equipment and facilities (including but without limiting the items included in the definition of equipment and facilities- plumbing, fire sprinkler, heating, and electrical, wire and apparatus), television outlets and conduits shall be completed by or under the supervision of such contractors, companies and personnel as may, from time to time, be employed to maintain such equipment, facilities and television system servicing the Property and OWNER shall bear all costs and expenses in connection therewith.
5. **Supervision by Board's Architect/Engineer.** During construction the ASSOCIATION'S Architect/Engineer and authorized representatives shall have the right to make periodic inspections of the construction work to determine whether such work is in accordance with the requirements of this Agreement. The OWNER agrees, at the Owner's expense,

to cause to be corrected any work, which deviates from such requirements. Failure of such representatives to observe any items of non-compliance shall not operate as a waiver of OWNER'S obligations hereunder.

6. **Architect's/Engineer's Fees – Other Expenses.** The OWNER agrees to promptly reimburse the ASSOCIATION, upon demand by the BOARD, for the fees charged by the ASSOCIATION'S Architect/Engineer in connection with services performed in accordance with the remodeling procedures, including review, inspection and, if applicable, preparation of new condominium survey and recordation of a plat thereof with the Salt Lake County Recorder. The OWNER also agrees to pay all legal fees, recording charges and all other reasonable expenses incurred by the ASSOCIATION as a result of the PROJECT, other than those, which arise out of the ASSOCIATION'S negligence.
7. **Mechanic's Lien.** The OWNER shall not create, suffer, or permit to be created or to be filed against any portions of the Property other than Owner's Unit(s) any lien for labor done, or materials and services furnished in connection with the PROJECT, and agrees to indemnify, defend, and hold harmless the BOARD and ASSOCIATION from and against any and all claims, costs, charges, disputes, expenses, encumbrances or liens arising out of the PROJECT, other than those which arise out the ASSOCIATION'S negligence.
8. **Waiver or Lien.** All contracts let by the OWNER or by any general contractor employed by the OWNER, for labor done or materials and services furnished in connection with the PROJECT shall contain an agreement by the contractor, sub-contractor and material men that the labor done or materials and services furnished in connection with the PROJECT shall not create or give rise to any lien against any part or portion of Units (other than OWNER'S Unit(s)) in the building or the Common Elements describe in the Declaration.
9. **Insurance.** At all times during construction, the OWNER shall maintain, or cause to be maintained, a policy of comprehensive general liability and property damage insurance naming the ASSOCIATION AND THE board as additional insured in amounts not less than \$1,000,000 per occurrence and in the aggregate, and with a company reasonably satisfactory to the BOARD, expressly covering the hazards due to the construction work and the PROJECT. Before any work may commence, OWNER shall deliver to BOARD copies of certificates of insurance for the PROJECT in the above stated amounts.

10. **Hold Harmless.** The OWNER agrees to hold harmless and indemnify the BOARD, the ASSOCIATION and the Reviewing Architect/Engineer from any and all claims, costs, charges, disputes, judgments, damages, expenses (including reasonable attorney's fees) whatsoever related to, or arising out of, the PROJECT.

11. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, and successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

OWNER: _____

ASSOCIATION: EAGLE SPRINGS EAST CONDOMINIUM ASSOCIATION

NO SMOKING POLICY

-INCLUDES ALL COMMON AREAS

-GARAGE AREA

-HALLS

-LAUNDRY/LOCKER ROOM

-DRIVEWAYS, SERVICE ENTRANCE, ETC.

RESIDENTS ARE RESPONSIBLE FOR THE BEHAVIOR OF THEIR GUESTS, INCLUDING
OUTSIDE CONTRACTORS

-EXCEPTIONS:

-SMOKING IS PERMITTED IN DESTINATED AREAS

**EAGLE SPRINGS EAST CONDOMINIUM ASSOCIATION
HARD SURFACE FLOORING WAIVER**

Date: _____

To: _____

We have reviewed your request to install hard surfacing flooring in unit_____. (ii) of the Declaration states "Except with respect to improvements in place as of the date of the recording of this Declaration, each Unit Owner who shall elect to install in any portion of his Unit (other than in entrance, kitchen, bath or power rooms) hard surface floor covering (i.e. tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent under cushion of such kind and quality as to prevent the transmission of noise to the Unit below and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit owner to cover all non-conforming work with carpeting, area rugs, or may require removal of such at the expense of the offending Unit Owner".

I have read and understand the above statement and further agree to abide by its content.

_____ Unit Owner _____ Unit Number

_____ Date

LEGAL DESCRIPTION

ALL UNITS, EAGLE SPRINGS EAST CONDOMINIUM PROJECT, as identified on the Record of Survey Map, which was recorded in the Official Records of the Salt Lake County Recorder on May 21, 2001, as Entry No. 7900834, in Book 2001P, at Page 122, and the Declaration of Condominium for the Project was recorded in the Official Records of the Salt Lake County Recorder on May 21, 2001, as Entry No. 7900835, in Book 8459, at Pages 1951-2024.

Together with the undivided ownership interests in said project's common areas as established in the declaration of condominium and allowing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the common areas and facilities to which said interests relate.

Tax Identification Numbers:

24-27-231-001-0000	24-27-231-018-0000	24-27-231-035-0000
24-27-231-002-0000	24-27-231-019-0000	24-27-231-036-0000
24-27-231-003-0000	24-27-231-020-0000	24-27-231-037-0000
24-27-231-004-0000	24-27-231-021-0000	24-27-231-038-0000
24-27-231-005-0000	24-27-231-022-0000	24-27-231-039-0000
24-27-231-006-0000	24-27-231-023-0000	24-27-231-040-0000
24-27-231-007-0000	24-27-231-024-0000	24-27-231-041-0000
24-27-231-008-0000	24-27-231-025-0000	24-27-231-042-0000
24-27-231-009-0000	24-27-231-026-0000	24-27-231-043-0000
24-27-231-010-0000	24-27-231-027-0000	24-27-231-044-0000
24-27-231-011-0000	24-27-231-028-0000	24-27-231-045-0000
24-27-231-012-0000	24-27-231-029-0000	24-27-231-046-0000
24-27-231-013-0000	24-27-231-030-0000	24-27-231-047-0000
24-27-231-014-0000	24-27-231-031-0000	24-27-231-048-0000
24-27-231-015-0000	24-27-231-032-0000	24-27-231-049-0000
24-27-231-016-0000	24-27-231-033-0000	24-27-231-050-0000
24-27-231-017-0000	24-27-231-034-0000	24-27-231-051-0000