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GREGORY R. WOLBACH, PLS, COUNTY RECORDER-SURVEYOR  
FEE 96.00 BY JENKINS BAGLEY SPERRY PLLC



Recorded at the request of:  
Ridgepoint Association at Deer Valley

**Record against the Property  
Described in Exhibit A**

After recording mail to:  
JENKINS BAGLEY SPERRY, PLLC  
Attn: Bruce C. Jenkins  
285 W. Tabernacle, Ste. 301  
St. George, UT 84770

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
RIDGEPOINT AT DEER VALLEY  
A UTAH CONDOMINIUM PROJECT

Prepared by:



Attn: Bruce C. Jenkins  
285 W. Tabernacle, Ste. 301  
St. George, UT 84770

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
RIDGEPOINT AT DEER VALLEY  
A UTAH CONDOMINIUM PROJECT

This Amended and Restated Declaration of Condominium of Ridgepoint at Deer Valley was approved by at least two-thirds (2/3) of the Total Votes of the Association, pursuant to Article XVI, Section 16.05, of the Original Declaration (defined below), and amends and restates in its entirety and substitutes for the following:

- Declaration of Condominium of Ridgepoint at Deer Valley, a Utah condominium project, recorded with the Summit County Recorder on December 13, 1985, as Entry No. 243379, in Book 366, at Pages 27–106 (“Original Declaration”);
- Certificate of Amendment to Declaration of Condominium of Ridgepoint at Deer Valley, a Utah condominium project, recorded with the Summit County Recorder on May 28, 2004, as Entry No. 00699526, in Book 01623, at Pages 01551–01552;
- Certificate of Amendment of Declaration of Condominium of Ridgepoint at Deer Valley, a Utah condominium project, recorded with the Summit County Recorder on April 4, 2013, as Entry No. 00967416, in Book 2179, at Pages 1216–1218; and
- any other amendments, supplements, or annexing documents to the covenants, conditions, and restrictions for Ridgepoint at Deer Valley whether or not recorded with the Summit County Recorder.

The Condominium Ownership Act, Utah Code §§ 57-8-1 et seq. (the “Act”), as amended from time to time, shall supplement this Declaration. If an amendment to this Declaration adopts a specific section of the Act, such amendment shall grant a right, power, and privilege permitted by such section of the Act, together with all correlative obligations, liabilities, and restrictions of that section. The remedies in the Act and this Declaration—provided by law or in equity—are cumulative and not mutually exclusive.

RECITALS

A. Description of Land. Declarant was the owner of the parcel of land, hereinafter referred to as the “Land,” which is located in the County of Summit, State of Utah and described in Exhibit A attached hereto and incorporated herein by this reference.

B. Building and Improvements. Certain buildings and other improvements have been or will be constructed on the Land as shown on the Map referred to below.

C. Record of Survey Map. The Declarant executed, acknowledged, and recorded in the office of the County Recorder of Summit County, State of Utah, a certain instrument pertaining to the Project and entitled "First Amended Ridgepoint at Deer Valley" (the "Map"). The Map consists of three (3) pages and has been prepared by Alliance Engineering and certified by John Demkowicz, a Registered Utah Land Surveyor.

NOW, THEREFORE, the Association hereby makes the following declaration:

## ARTICLE I DEFINITIONS

Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meaning set forth in this Article I. The definitions in this Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply.

1.01 "Act" shall mean the Utah Condominium Ownership Act, Utah Code §§ 57-8-1 et seq.

1.02 "Articles" shall mean the Articles of Incorporation of Ridgepoint Association at Deer Valley, a Utah nonprofit corporation, attached hereto as Exhibit B and incorporated herein by this reference.

1.03 "Association" shall mean Ridgepoint Association at Deer Valley, a Utah nonprofit corporation, organized to be the Association referred to herein.

1.04 "Board of Directors" shall mean the governing board or management committee of the Association, elected in accordance with this Declaration and in accordance with the Articles and Bylaws.

1.05 "Building" shall mean one (1) of the buildings containing one (1) or more Units, or the common buildings, that have been constructed on the Land, as such buildings are shown on the Map.

1.06 "Bylaws" shall mean the Bylaws of Ridgepoint Association at Deer Valley, a Utah nonprofit corporation, attached hereto as Exhibit C and incorporated herein by this reference.

1.07 "Common Areas and Facilities" shall mean all areas and facilities in the Project, except the Units; including without limitation the Land within the Project which is hereby submitted to the provisions of the Act; all Common Areas and Facilities as hereinafter described and designated as such on the Map; all Limited Common Areas and facilities as hereinafter described and as designated as such on the Map; the rights of the Project in the private road Woodland View Drive, the pool, the tennis court, the basketball/sport court, ski in and ski out trails, foundations, bearing walls, bearing columns, girders, beams, supports, perimeter walls, roofs, halls, stairs, stairways, and entrances and exits designed for the use of more than one (1) Unit of the Buildings; the sidewalks, walkways, decks, patios, landscaped and planted areas, parking areas,

access roads, driveways, fences and walls, exterior lighting, and storage areas; installations such as power, light, gas, hot and cold water, and all flues, ducts, pipes, conduits and wires used in connection therewith, existing for common use; all apparatus and installations existing for common use; recreational and other community facilities; and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use, and all areas and facilities designated as Common Areas and Facilities in the Act; provided that if any chutes, flues, ducts, pipes, conduits, wires, or any other apparatus lies partially within or partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one (1) Unit or any portion of the Common Areas and Facilities shall be deemed a part of the Common Areas and Facilities.

1.08 **Common Expense Fund** shall mean the fund created pursuant to the provisions of Article IX of this Declaration and into which all monies of the Association shall be deposited.

1.09 **Condominium** shall mean a Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas and Facilities appurtenant to such Unit, as set forth in Exhibit E attached hereto and by this reference made a part hereof.

1.10 **Declarant** shall mean Dempsey Construction Corporation, a California corporation, and its successors and assigns (references herein to the Declarant are for historical purposes and context).

1.11 **FHLMC** shall mean the Federal Home Loan Mortgage Corporation.

1.12 **FNMA** shall mean the Federal National Mortgage Association.

1.13 **Governing Documents** shall mean the Articles, Declaration, Map, Bylaws, Rules, design criteria, and any other written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property, and any amendments to these documents.

1.14 **Institutional Holder** shall mean a mortgagee which is a bank or savings and loan association or established mortgage company, or other entity chartered under federal or state laws, any corporation or insurance company, or any federal or state agency which has a first mortgage lien on any Unit in the Project.

1.15 **Land** shall mean the land upon which the Project is situated, as more particularly described in Exhibit A attached hereto.

1.16 **Lease** shall mean any agreement for the leasing or rental of the property.

1.17 **Limited Common Areas** shall mean any Common Areas designated as reserved for use of a certain Unit or Units to the exclusion of the other Units in the Project. Structural separations between Units or the space which would be occupied by such structural separations may become Limited Common Areas for the exclusive use of the Owner or Owners of the Units on either side thereof as provided in Section 4.03 hereof. Any balconies, porches, parking stalls, or storage facilities that are identified on the Map with the same number or other designation by

which a Unit is identified or is (in the case of balconies) adjacent to the Unit, shall be Limited Common Areas for the exclusive use of the Owner of the Unit bearing the same number or designation.

1.18 **“Manager”** shall mean the person, firm, or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and the Project.

1.19 **“Map”** shall mean the Plat entitled “First Amended Ridgepoint at Deer Valley” recorded in the office of the County Recorder of Summit County, State of Utah. The Map is attached hereto as Exhibit D and incorporated herein by this reference.

1.20 **“Mortgage”** shall mean any mortgage, deed of trust, or other security instrument by which a Condominium or any part thereof is encumbered.

1.21 **“Mortgagee”** shall mean (a) any persons named as the mortgagee or beneficiary under any Mortgage or Deed of Trust by which the interest of any Owner is encumbered, or (b) any successor to the interest of such person under such Mortgage or Deed of Trust.

1.22 **“Mortgage Servicer”** shall mean a Mortgagee who services any Mortgage or Deed of Trust on any individual Condominium Unit in the Project.

1.23 **“Owner”** shall mean the person or persons, including the Declarant, owning in fee simple a Condominium in the Project, as such ownership is shown by the records of the County Recorder of Summit County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

1.24 **“Project”** shall mean the Land, the Buildings, and all improvements submitted by this Declaration and the Map to the provisions of the Act.

1.25 **“Total Votes of the Association”** shall mean the total number of votes appertaining to all Condominiums in the Project, as shown in Exhibit E attached hereto.

1.26 **“Unit”** shall mean one (1) of the thirty-eight (38) individual air space units, consisting of enclosed rooms occupying part of a Building and bounded by the unfinished interior surfaces of the walls, floors, ceilings, windows, and doors along the perimeter boundaries of the airspace, as said boundaries are shown on the Map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling or floor coverings on interior surfaces shall be deemed to be part of the Unit. Any portions of chutes, flues, ducts, pipes, conduits, wires, or any other apparatus lying partially within or partially outside of the designated boundaries of a Unit serving only that Unit shall be deemed a part of that Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or for the use and enjoyment of another Unit: bearing walls, floors, ceilings, and roofs (except the interior surfaces thereof), foundations, ceiling equipment, tanks,

pumps, pipes, vents, ducts, shafts, flues, chutes, pipes, conduits, wires, and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door mean the points at which such surfaces are located when the window or door is closed.

1.27 “Woodland View Drive” shall mean the private road located adjacent to the Project. The Project has rights in that private road and is a member of the Woodland View Drive Road Association. Assessments of that association are Common Expenses of this Project.

## ARTICLE II SUBMISSION AND DIVISION OF PROJECT

2.01 Submission to Act. The Declarant submitted and the Association hereby resubmits the Land, the Buildings, and all other improvements now or hereafter made in or upon the Land to the provisions of the Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, and improved as a fee simple Condominium Project to be known as Ridgepoint at Deer Valley, a Utah Condominium Project. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property and the division thereof into Condominiums; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit on the land and shall be binding upon the Association, its successors and assigns, and to any persons acquiring, leasing, or owning an interest in the real property and improvements comprising the Project, and to their respective personal representatives, heirs, successors, and assigns.

2.02 Division into Condominiums. The Project is divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas and Facilities, as set forth in Exhibit E attached hereto.

## ARTICLE III BUILDINGS AND IMPROVEMENTS

3.01 Buildings and Improvements. The Buildings and other improvements which have been constructed on the Land are described on the Map. The following information regarding the Buildings is also contained on the Map: (a) the number of floors in a Building; and (b) the number of Units in a Building. A description of the principal materials of which a Unit is constructed is attached hereto as Exhibit F.

3.02 Description of Units. The Map contains the Unit number, location, and dimensions of each Unit in the Project and all other information necessary to identify each such Unit. Said dimensions are approximate as to size and floor space, and said dimensions are shown for the purposes of identifications only. Purchaser assumes sole responsibility to confirm Unit sizes and conditions prior to closing.

3.03 Description of Common Areas and Facilities. The Map contains a description of the Common Areas and Facilities of the Project.

3.04 Description of Limited Common Areas. The Map contains a description of the Limited Common Areas of the Project. The Map also designates the Unit or Units to which each of the Limited Common Areas is reserved.

## ARTICLE IV NATURE OF THE INCIDENTS OF CONDOMINIUM OWNERSHIP

4.01 Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of the Unit and the surfaces of all walls, ceilings, floors, and doors within such boundaries. Each Owner shall also have the right to construct interior partitions within the Unit; provided, however, that such partitions and improvements (a) shall comply with all applicable laws, ordinances, and building codes, (b) shall not interfere with facilities necessary for the support, use, or enjoyment of any other part of the Project, (c) shall not impair the structural soundness or integrity of the Building in which it is located, and (d) shall not encroach upon the Common Areas and Facilities or any part thereof, unless the Board shall consent in writing to such encroachment.

4.02 Maintenance of Units. Each Owner shall keep the interior of the Unit, including without limitation, interior walls, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such Unit shall develop an unsanitary or unclean condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board, the Board on behalf of the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

4.03 Right to Combine Units. With the written consent of the Board, which consent shall not be unreasonably withheld, two (2) or more Units may be utilized by the Owner or Owners thereof as if they were one (1) Unit. To the extent permitted in the written consent of the Association, any walls, floors, or other structural separations between any two (2) such Units, or any space which would be occupied by such structural separations but for the utilization of the two (2) Units as one (1) Unit, may, for as long as the two (2) Units are utilized as one (1) Unit, be utilized by the Owner or Owners of the adjoining Units as Limited Common Areas, except to the extent that any SUCH structural separations are necessary or contain facilities necessary for the support, use, or enjoyment of other parts of the Project. At any time, upon the request of the Owner of one (1) of such adjoining Units, any opening between the two (2) Units which, but for joint utilization of the two (2) Units, would have been occupied by structural separation, shall be closed, at the equal expense of the Owner or Owners of each of the two (2) Units and the structural separations between the two (2) Units shall thereupon become Common Areas.

4.04 Title. Title to a Condominium within the Project may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation joint tenancy or tenancy in common but no Unit shall be owned legally or beneficially by more than eight (8) Owners. No Unit shall be separated as to ownership into time intervals. No time share arrangement shall be allowed in the Project.

4.05 Ownership of Common Areas and Facilities. The undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project shall be as set forth in Exhibit E attached hereto. The percentages appurtenant to each Unit as shown in said Exhibit E shall have a permanent character and shall not be altered except with the written consent of two-thirds (2/3) of the Unit Owners expressed in an amendment to this Declaration duly recorded. Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas and Facilities (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any rules and regulations promulgated by the Association. Except as otherwise provided in this Declaration, any Owner shall have the exclusive right to use and enjoy any Limited Common Areas that may be designated for exclusive use by such Owner.

4.06 Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas and Facilities appurtenant to each Unit shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance, or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance, or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant Membership in the Association as hereinafter set forth.

4.07 No Partition. The Common areas shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

4.08 Separate Mortgage by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber the Owner's Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas and Facilities or any part thereof, except the undivided interest therein appurtenant to the Owner's Condominium. Any mortgage or other encumbrance of any Condominium within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

4.09 Separate Taxation. Each Condominium within the Project including each Unit and appurtenant undivided interest in the Common Areas and Facilities, shall be deemed to be a separate parcel and shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas and Facilities shall be apportioned among the Units in proportion to the undivided interests in

Common Areas and Facilities appurtenant to such Units. All such taxes, assessments, and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Condominium.

4.10 Mechanics Liens. No labor performed or material furnished for use in connection with any Unit with the consent or at the request of any Owner or the Owner's agent or subcontractor shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas and Facilities, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor shall have been performed and such materials shall have been furnished.

4.11 Description of Condominium. Every contract for the sale of a Condominium and every other instrument affecting title to a Condominium within the Project may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all of the rights incident to ownership of a Condominium within the Project and all of the limitations on such ownership.

## ARTICLE V EASEMENTS

5.01 Easements for Encroachments. If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of the Common Areas and Facilities or any part of a Unit shall hereafter encroach on real property now owned by the Declarant outside the boundaries of the Land, an easement for such encroachment shall and does exist. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any Building or any improvements constructed or to be constructed within the Project, by error in the Map, by settling, rising, or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration.

5.02 Easements for Maintenance, Cleaning, and Repair. Some of the Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the maintenance, cleaning, repair, or replacement of any Common Areas and Facilities or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas and Facilities or to any Unit. In addition, agents of the Association may enter any Unit, when necessary, in connection with any cleaning, maintenance, repair, replacement, landscaping, construction, or reconstruction for which the Association is responsible. Such entry shall be made

with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund. To help facilitate this easement, Owners shall provide a means of entry to the Association.

5.03 Right to Ingress, Egress, and Support. Each Owner shall have the right to ingress and egress over, upon, and across the Limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical, and lateral support of such Unit, and such rights shall be appurtenant to and pass with title to each Condominium.

5.04 Association's Right to Use Common Areas and Facilities. The Association shall have an easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including without limitation the right to construct and maintain in the Common Areas (other than Limited Common Areas) facilities for use by Owners generally or by the Association and its agents exclusively.

5.05 Easements Deemed Created. All conveyance of Condominiums within the Project hereafter made shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific references to such easements appears in any such conveyance.

## ARTICLE VI RESTRICTIONS ON USE

6.01 Residential Use. All Units within the Project shall be used exclusively for residential and for no other purpose. Rental of Units is not prohibited.

6.02 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried on, in, or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or which may cause disturbance or annoyance to Owners. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

6.03 Restrictions on Signs, Displays, and Holiday Decorations. No signs, flags, or advertising devices of any nature, including, without limitation, commercial, informational, or directional signs or devices, shall be erected or maintained on any part of the Project, , except as may be necessary temporarily to caution or warn of danger or as identified below:

(a) Religious and Holiday Signs.

(i) The Association may not abridge the rights of a unit owner to display a religious or holiday sign, symbol, or decoration inside the owner's unit.

(ii) Notwithstanding Subsection (a)(i) above, the Association may adopt, by rule, a reasonable time, place, and manner restriction with respect to a display that is visible from the exterior of a unit.

(b) For-Sale Signs and Political Signs and Flags.

(i) The Association may not (A) prohibit a unit owner from displaying in a window of the owner's unit: (1) a for-sale sign; or (2) a political sign or flag; (B) regulate the content of a political sign; or (C) establish design criteria for a political sign.

(ii) Notwithstanding Section (b)(i) above, the Association may, by rule, reasonably regulate the size and time, place, and manner of posting a for-sale sign or a political sign.

(iii) The Association may, by rule, restrict a political sign or flag that contains obscene, profane, or commercial content.

(c) Display of the Flag. The Association may not prohibit the display of the United States flag inside a unit or limited common area appurtenant to the owner's unit, if the display complies with United States Code, Title 4, Chapter 1. The Association may, by rule of the Board, restrict the display of a flag on the common areas and facilities.

6.04 Pets and Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas and Facilities except that household pets may be kept or housed in Units, as may be further addressed by rule of the Board. In no event shall any pet be permitted in any portions of the Common Areas and Facilities unless carried or on a leash. Each Owner who keeps a pet in a Unit shall indemnify and hold all other Owners harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having such pet in the Project. If a pet disturbs other Owners by barking or biting or in other ways becoming obnoxious, the Board will give notice to the owner of such pet to cause such annoyance to be discontinued; and if such annoyance is not discontinued and corrected, the Board may notify the owner of the pet to remove the pet from the Project. In the event the owner fails to remove the pet from the Project within ten (10) days from the date of notice from the Board, the Board shall have the right to cause the pet to be removed from the Project and to charge the cost thereof to the owner.

6.05 No Alterations. No Owner shall, without the prior written consent of the Board in each specific instance, make or cause to be made any alteration, addition, removal, or improvement in or to the Common Areas and Facilities or any part thereof, or do any act that would impair the structural soundness or integrity of the Buildings or other improvements, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project. The Association may charge a plan fee that is equivalent to the cost of reviewing the plans. As used in this section, "plans" mean any plans for the construction or improvement of a unit which are required to be approved by the Association before the construction or improvement may occur. If the Association denies a unit plan, the Association shall provide written notice to the unit Owner specifying: (a) each Governing Document provision on which the Association relied when denying the plan; and (b) the specific aspect of the proposed plan that does not conform to the specified Governing Document provision.

6.06 No Obstructions. No Owner shall obstruct the Common Areas and Facilities or any part thereof. No Owner shall store or cause to be stored in the Common Areas and Facilities any property whatsoever, unless the Board shall consent thereto in writing.

6.07 No Overloading. No Owner shall bring anything into the Owner's Unit or permit anything to be done in the Unit that will cause damage to the Building. No Owner shall overload

the floor of the Unit. No Owner shall permit the use or operation in the Unit of any equipment, machinery, or other apparatus that will in any manner injure, vibrate, or shake a Building or portions thereof.

**6.08 Prohibition of Damage and Certain Activities.** Except with the prior written consent of the Board, nothing shall be done or kept in any Unit, in the Common Areas and Facilities or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensees, or invitees of such Owner.

**6.09 No Commercial Business.** No commercial business shall be permitted within the Project.

**6.10 Lease Restrictions.** Any tenancy agreement shall be required to provide that the terms of the tenancy shall be subject in all respects to the provisions of this Declaration, the Articles, and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default.

**6.11 Reserved.**

**6.12 Rules and Regulations.** The Board may adopt, amend, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the Association that are not inconsistent with this Declaration or the Act. Except in the case of imminent risk of harm to a Common Area and Facility, a Limited Common Area, an Owner, or a Unit, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding, or changing the procedures for enforcing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration.

(a) (i) Except as provided in Subsection (a)(ii), a rule shall treat similarly situated Unit Owners similarly.

(ii) Notwithstanding Subsection (a)(i), a rule may:

(A) vary according to the level and type of service that the Association provides to Unit Owners;

(B) differ between residential and nonresidential uses; or

(C) for a Unit that a Unit Owner leases for a term of less than thirty (30) days, impose a reasonable limit on the number of individuals that may use the Common Areas and Facilities as the Rental Unit tenant's guest or as the Unit Owner's guest. As used in this Section, "Rental Unit" means (a) a Unit that: (i) is

not owned by an entity or trust; and (ii) is occupied by an individual while the Unit Owner is not occupying the Unit as the Unit Owner's primary residence; or (b) an occupied Unit owned by an entity or trust, regardless of who occupies the Unit.

(b) (i) If a Unit Owner owns a Rental Unit and is in compliance with the Association's Governing Documents and any rule that the Association adopts under Subsection (d), a rule may not treat the Unit Owner differently because the Unit Owner owns a Rental Unit.

(ii) Notwithstanding Subsection (b)(i), a rule may:

(A) limit or prohibit a Rental Unit Owner from using the Common Areas and Facilities for purposes other than attending an Association meeting or managing the Rental Unit;

(B) if the Rental Unit Owner retains the right to use the Common Areas and Facilities, even occasionally:

(1) charge a Rental Unit Owner a fee to use the Common Areas and Facilities; and

(2) for a Unit that a Unit Owner leases for a term of less than thirty (30) days, impose a reasonable limit on the number of individuals that may use the Common Areas and Facilities as the Rental Unit tenant's guest or as the Unit Owner's guest.

(C) include a provision in the Association's Governing Documents that:

(1) requires each tenant of a Rental Unit to abide by the terms of the governing documents; and

(2) holds the tenant and the Rental Unit Owner jointly and severally liable for a violation of a provision of the governing documents.

(c) (i) A rule may not interfere with the freedom of a Unit Owner to determine the composition of the Unit Owner's household.

(ii) Notwithstanding Subsection (c)(i), an Association may:

(A) require that all occupants of a dwelling be members of a single Housekeeping Unit, as used in this Section "Housekeeping Unit" means a single, self-contained dwelling unit occupied by a group of persons residing together and comprising a single domestic household; or

(B) limit the total number of occupants permitted in each residential dwelling on the basis of the residential dwelling's:

(1) size and facilities; and

(2) fair use of the Common Areas and Facilities.

(d) Unless otherwise provided in this Declaration, an Association may by rule:

(i) regulate the use, maintenance, repair, replacement, and modification of Common Areas and Facilities;

(ii) impose and receive any payment, fee, or charge for:

(A) the use, rental, or operation of the Common Areas, except Limited Common Areas and Facilities; and

(B) a service provided to a Unit Owner;

(iii) impose a charge for a late payment of an assessment; or

(iv) provide for the indemnification of the Association officers and Board consistent with Title 16, Chapter 6a, Utah Revised Nonprofit Corporation Act.

(e) (i) Except as provided in Subsection (e)(ii), a rule may not prohibit a Unit Owner from installing a personal security camera immediately adjacent to the entryway, window, or other outside entry point of the Owner's Unit.

(ii) A rule may prohibit a Unit Owner from installing a personal security camera in a Common Area not physically connected to the Owner's Unit.

(f) A rule shall be reasonable.

(g) This Declaration, or an amendment to this Declaration, may vary any of the requirements of Subsections (a) through (e), except Subsection (a)(ii)(B).

**6.13 Construction Period Exemption.** During the course of actual construction of any permitted structures or improvements within the Project and with the advance written consent of the Association, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provisions, covenants, conditions, or restrictions upon completion of the construction.

**6.14 Water-Efficient Landscaping Rules.** The Board shall adopt rules supporting water-efficient landscaping, including allowance for low water use on lawns during drought conditions. Except where reasonably necessary for erosion control, the Board may not require a Lot Owner to install or keep in place lawn or turf in an area less than eight (8) feet wide.

**6.15 Fractional Ownership and Timeshare Arrangements Prohibited.** No Unit shall be leased, subleased, occupied, rented, let, sublet, or used for or in connection with any timesharing agreement, plan, program, or arrangement, including so called "vacation license," "travel club," "extended vacation," "fractional ownership," or other membership or time interval ownership arrangement. The term "timesharing" includes, but is not limited to, any agreement, plan, program, or arrangement under which the right to use, occupy, or possess any Unit rotates among various persons, either corporate, partnership, individual, or otherwise, on a periodically recurring basis for value exchanged, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time. This Section shall not be construed to limit the personal use of any Unit by any Unit Owner or that Unit Owner's social or familial guests.

**6.16 Parking.** Only Owners occupying their Units between the December 15 and April 1 may park a vehicle in the garage during that time period. Additional parking regulations may be established by rule of the Board. The Association may not restrict an individual from parking an operable vehicle in a driveway where the vehicle has a legal right to park, unless the vehicle is: (a) a commercial vehicle, as defined in Utah Code § 72-9-102; (b) a motor home, as defined in Utah Code § 13-20-2; or (c) a recreational vehicle trailer, as defined in Utah Code § 13-20-2. The Management Committee may adopt a rule to require that an individual park in a garage appurtenant to a unit before parking elsewhere.

## ARTICLE VII THE ASSOCIATION

7.01 Membership. Each Owner shall be entitled and required to be a Member of the Association; Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium is held by more than one (1) person, the Membership appurtenant to that Condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Condominium is held. An Owner shall be entitled to one (1) Membership for each Condominium owned. Each Membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium within the Project cannot be separated from Membership in the Association appurtenant thereto, and transfer of the Unit by devise, encumbrance, conveyance, or other disposition, respectively transfers the Owner's Membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Association, and Membership in the Association may not be transferred except in connection with the transfer of a Condominium. The Association as a whole shall be represented on and be a member of Woodland View Drive Road Association.

7.02 Reserved.

7.03 Votes. The number of votes appurtenant to each respective Condominium shall be set forth in Exhibit E attached hereto and by this reference made a part hereof. The number of votes appurtenant to each Condominium as set forth in said Exhibit E shall have a permanent character and shall not be altered without the written consent of Owners holding two-thirds (2/3) of the total votes of the Association expressed in a duly recorded amendment to this Declaration.

7.04 Amplification. The provisions of this Article VII may be amplified by the Articles and Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

## ARTICLE VIII CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND BOARD

8.01 The Common Areas and Facilities. The Board, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and Facilities and all improvements thereon (including the common facilities), and shall keep the same in good, clean, attractive, safe, and sanitary condition, order, and repair; provided, however, that unless otherwise stated herein, each Owner shall keep the Limited Common Areas, designated for use in connection with the Owner's Unit, including the back decks and balconies (located opposite the main entry door as shown on the Map) in a good, clean, attractive, safe, and sanitary condition, order, and repair. In the event an Owner fails to properly keep the Limited Common Areas, including the back decks and balconies (located opposite the main entry door as shown on the Map) designated for use in connection with the Owner's Unit in a good, clean, attractive, safe, and sanitary condition,

order, and repair, then the Association shall have the authority, but not the obligation, to complete any needed maintenance and repairs and to charge said amount as a benefited assessment against the Owner and the Owner's Unit in accordance with Section 9.04. The Association shall be responsible for the maintenance and repair of the exterior of the Buildings, other improvements and grounds, including without limitation painting thereof; repair and replacement of exterior trim, roofs, and fences; maintenance of landscaping, walkways, driveways, and parking areas; and representation in the Woodland View Drive Road Association. The Association shall also be responsible for maintenance, repair, and replacement of any Common Areas and Facilities within the Buildings, including without limitation landings, stairways, utility lines, common facilities, and all improvements and other items located within or used in connection with the Common Areas and Facilities. Unless said area has been enclosed, the entry/balcony, including the area designated on the Map as "Private Ownership Area B" (located near the main entry door as shown on the Map) shall be maintained and replaced by the Association using the same or similar materials as initially constructed at the expense of the Association. In the event an Owner, or both affected Owners in the event the entry/balcony serves two (2) Units, would like to upgrade the materials used, then the requesting Owner(s) shall bear the expense of the requested upgrades and said amount shall be charged as a benefited assessment against the requesting Owner and the Owner's Unit in accordance with Section 9.04. The specification of duties of the Association with respect to particular Common Areas and Facilities shall not be construed to limit its duties with respect to other Common Areas and Facilities. All goods and services procured by the Board in performing its responsibilities under this Section shall be paid for with funds from the Common Expense Fund. The Board, by rule, may restrict a sex offender, as defined in Utah Code § 77-27-21.7 from accessing a protected area that is maintained, operated, or owned by the Association, including the pool area and clubhouse, subject to the exceptions described in § 77-27-21.7(3).

**8.02 Manager.** If loans on Condominium Units in the Project are purchased by FNMA, the Board shall retain at all times the services of an experienced, professional Manager to manage the Common Areas of the Project (unless such requirement is waived in writing by FNMA). Appropriate fidelity bond coverage shall be required for any employee of the Manager who handles funds of the Association. The Board may by written contract delegate in whole or in part to a Manager such of the duties, responsibilities, functions, and powers hereunder of the Board as are delegable. The services of any Manager retained by the Board shall be paid for with funds from the Common Expense Fund. Any management agreement or contract providing for services of Declarant for the Project will be terminable by the Board for cause upon thirty (30) days written notice thereof, and such agreement may be terminated by either party without cause and without payment of a termination fee on ninety (90) days written notice. The term of any such agreement may not exceed three (3) years, renewable by agreement of the parties for successive three (3) year periods.

**8.03 Miscellaneous Goods and Services.** The Board may, on behalf of the Association, obtain and pay for the services of such personnel as the Board shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Board may, on behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Board may, on behalf of the Association, acquire and

pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Areas and Facilities (and for the Units to the extent not separately metered or billed), insurance, bonds, and other goods and services common to the Units.

**8.04 Acquisition and Disposition of Common Areas and Facilities.** The Board may acquire and hold on behalf of the Association Common Areas and Facilities that are real or personal property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise; as provided below:

(a) **Disposition of Common Areas and Facilities that are Real Property.** Any disposition of Common Areas and Facilities that are real property must be approved by a vote of at least sixty-seven percent (67%) of the Total Votes of the Association, pursuant to Utah Code § 57-8-32 and § 10-9a-606.

(b) **Disposition of Common Areas and Facilities that are Personal Property.** Any disposition of Common Areas and Facilities that are personal property with a value exceeding ten percent (10%) of the annual budget must be approved by a vote of at least fifty-one percent (51%) of the Total Votes of the Association.

All common property shall be paid for out of the Common Expense Fund and all proceeds from the disposition thereof shall be part of the fund.

**8.05 Reserved.**

**8.06 Granting Easements.** The Board may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Areas and Facilities.

**8.07 Statutory Duties and Powers.** All duties, responsibilities, rights, and powers imposed upon or granted to the "management committee" or to the "manager" under the Act shall be duties, responsibilities, rights, and powers of the Board hereunder.

**8.08 Implied Rights.** The Association may exercise any right, power, or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**ARTICLE IX  
ASSESSMENTS AND FINANCIALS**

**9.01 Agreement to Pay Assessments.** Each Owner of any Condominium buy the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article IX.

**9.02 Annual Assessments.** Annual Assessments shall be computed and assessed against all Condominiums in the Project as follows:

(a) **Common Expense.** Annual Assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with maintenance and operation of the Common Areas and Facilities and/or furnishing utility services and other common items to the Units. Such estimated expenses may include, among other things, the following: expenses of management; real property taxes and special assessments (unless and until the Condominiums are separately assessed); charges and assessments of Woodland View Drive Association; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages for Association employees, including fees for a Manager (if any); utility charges, including charges for utility services to the Units to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve, and or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas and Facilities that must be replaced on a periodic basis, and such reserve shall be funded by monthly payments rather than extraordinary special assessments; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expense, and all funds received from assessments under this Section 9.02 shall be part of the Common Expense Fund.

(b) **Apportionment.** Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among and assessed to all Owners in proportion to their respective undivided interests in the Common Areas and Facilities.

(c) **Annual Budget.** Annual Assessments shall be determined on the basis of a fiscal year beginning January 1 and ending December 31 next following. By December 15th of each year the Board shall prepare and furnish to each Owner or cause to be prepared and furnished to each Owner, a budget for the upcoming fiscal year. The budget shall itemize the estimated expenses of Common Expense for such fiscal year, anticipated receipts (if any), and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the Annual Assessment for the upcoming fiscal year and as the major guideline under which the project shall be operated during such annual period.

(d) **Notice and Payment.** The Board shall notify each Owner as to the amount of the Annual Assessment against his Condominium on or before December 15 each year for the fiscal year beginning on January 1 next following. Each Annual Assessment shall be payable in advance in four (4) equal quarterly installments, one such installment due on the first day of January, April, July, and October. The time for and interval of payment of assessments may be changed by the Board. The Board may impose a late fee, for a late payment, not to exceed the greater of: (a) 10% of the assessment amount; or (b) \$50.00. The Board may also impose, for a late payment, interest on the assessment and late fee of up to 1.5% per month. Before imposing a fee under this Section, the Board shall adopt a fee schedule by rule that describes the amount of the fee that the Board shall impose.. The failure of the Board to give timely notice of any Annual Assessment as provided

herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

(e) **Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including non-payment of any Owners assessment, the Board may on behalf of the Association levy additional assessments in accordance with the procedures set forth in Section 9.03 below, except that the vote therein specified shall be unnecessary.

**9.03 Special Assessments.** In addition to the Annual Assessments authorized by this Article, the Board may, on behalf of the Association, levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association, Special Assessments, payable over such periods as the Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including without limitation Common Expenses). This Section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas and Facilities. Notice in writing of the amount of each such Special Assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any Special Assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from assessments under this Section shall be part of the Common Expense Fund.

**9.04 Benefited Assessments.** In the event the Board authorizes certain special services (which might include, without limitation or guarantee, landscape maintenance, caretaker services, cable TV, utility charges associated with electronic vehicle charging, etc.), the Board may levy benefited assessments against the particular Units who request such special services for expenses incurred or to be incurred by the Association to cover the costs, including overhead and administrative costs, of providing the special benefits, upgrades, items, or services to the Unit or occupants thereof which assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against charges to be incurred by the Unit Owner. In addition, the Association may levy benefited assessments against a particular Owner and the Owner's Unit to pay costs directly attributable to, or reimbursable by, that Owner, equal to the costs incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, including without limitation Section 8.01.

**9.05 Lien for Assessments.** All sums assessed to Owners of any Condominium within the Project pursuant to the provisions of this Article IX, together with penalties and interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. The Association shall have the right to collect assessments through a lawsuit, judicial foreclosure, nonjudicial foreclosure, or other means as provided in §§ 57-8-45 through -51 of the Act. Such

remedies shall be cumulative and not exclusive. The Association and each Unit Owner hereby conveys and warrants, pursuant to § 57-8-45 of the Act, and Utah Code § 57-1-20, to the Association's current attorney or any other attorney that the Association engages to act on its behalf to substitute for said attorney, with power of sale of the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of this Declaration. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorney fees) and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board shall have the right and power on behalf of the Association to bid in at any foreclosure sale, and to hold, lease, mortgage, or convey the subject Condominium in the name of the Association.

**9.06 Personal Obligation of Owner.** The amount of any Annual or Special Assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his Condominium or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney fees.

**9.07 Statement of Account.** Upon written request of a Member and payment of Ten Dollars (\$10.00) (or a higher reasonable fee if allowed by the Act), the Association shall give, within ten (10) days after receiving the request (receipt by the Association deemed effective as set forth in the Bylaws), a written statement indicating any unpaid assessment with respect to the Owner's Unit. The written statement is binding on the Association and any other Owners of the Unit in favor of any person who relies on the statement in good faith.

**9.08 Personal Liability of Purchaser.** Subject to the provisions of Section 9.06, a purchaser of a Condominium shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Condominium up to the time of the grant or conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

**9.09 Reserve Analysis/Reserve Fund.** The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years and shall review and, if necessary, update a previously prepared reserve analysis every three (3) years. The Board may conduct the reserve analysis by itself or may engage a reliable person or organization to conduct the reserve analysis. The Board shall annually provide Owners a summary of the most recent reserve analysis or update and provide a complete copy of the reserve analysis or update to an Owner upon request. In formulating the budget each year, the Board shall include a reserve line item in an amount required by the Governing Documents, or, if the Governing Documents do not provide for an amount, the Board shall include an amount it determines, based on the reserve analysis, to be prudent.

Reserve fund money means money to cover: (a) the cost of repairing, replacing, or restoring Common Areas and Facilities that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost cannot reasonably be funded from the general budget or other funds of the Association; or (b) a shortfall in the general budget, if: (i) the shortfall occurs while a state of emergency, declared in accordance with Utah Code § 53-2a-206, is in effect; (ii) the geographic area for which the state of emergency is declared extends to the entire state; and (iii) at the time the money is spent, more than ten percent (10%) of the Owners that are not Directors are delinquent in the payment of assessments as a result of events giving rise to the state of emergency.

Within forty-five (45) days after the day on which the Association adopts the annual budget, the Owners may veto the reserve fund line item by a fifty-one percent (51%) vote of the allocated voting interests at a special meeting called by the Owners for the purposes of voting whether to veto a reserve fund line item. If the Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved annual budget that was not vetoed, the Association shall fund the reserve account in accordance with that prior reserve fund line item.

The Board may not use reserve fund money for any purpose other than the purpose for which the reserve fund was established, including daily maintenance expenses, unless a majority of Owners vote to approve the use of reserve fund money for that purpose.

The Association shall maintain a reserve fund separate from other Association funds.

**9.10 Administration of Funds.** The Association shall keep all Association funds in an account in the name of the Association and may not commingle the Association funds with the funds of any other person.

**9.11 Nonpayment of Assessments.** Subject to § 57-8-13.1 of the Act, the Association has a lien on a Unit for all assessments, together with fees, charges, and costs associated with collecting an unpaid assessment, including court costs and reasonable attorney fees; late charges; interest; and any other amount the Association is entitled to recover under this Declaration or the Act.

The Association lien has priority over each other lien and encumbrance on a Unit except: (a) a lien or encumbrance recorded before this Declaration is recorded, (b) a first or second security interest on the Unit secured by a mortgage or deed of trust that is recorded before a recorded notice of lien by or on behalf of the Association, or (c) a lien for real estate taxes or other governmental assessments or charges against the Unit.

**9.12 Tenant Payment of Assessments.**

(a) The Board may require a tenant under a Lease with a Unit Owner to pay the Association all future lease payments due to the Unit Owner if the Unit Owner fails to pay an assessment for a period of more than sixty (60) days after the assessment is due and payable, beginning with the next monthly or periodic payment due from the tenant and until the Association is paid the amount owing. Before requiring a tenant to pay lease payments to the Association, the Association's manager or Board shall give the Owner notice, which notice shall state: (i) the

amount of the assessment due, including any interest, late fee, collection cost, and attorney fees; (ii) that any costs of collection, including attorney fees, and other assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and (iii) that the Association intends to demand payment of future lease payments from the Unit Owner's tenant if the Unit Owner does not pay the amount owing within fifteen (15) days.

(b) If a Unit Owner fails to pay the amount owing within fifteen (15) days after the Association's manager or Board gives the Unit Owner notice, the Association's manager or Board may exercise the Association's rights by delivering a written notice to the tenant. The notice to the tenant shall state that: (i) due to the Unit Owner's failure to pay an assessment within the required time, the Board has notified the Unit Owner of the Board's intent to collect all lease payments until the amount owing is paid; (ii) the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the Lease with the Unit Owner. The manager or Board shall mail a copy of this notice to the Unit Owner.

(c) A tenant to whom notice is given shall pay to the Association all future lease payments as they become due and owing to the Unit Owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant; and (ii) until the Association notifies the tenant under Subsection (a) that the amount owing is paid. A Unit Owner shall credit each payment that the tenant makes to the Association under this Section against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner; and may not initiate a suit or other action against a tenant for failure to make a lease payment that the tenant pays to an Association as required under this Section.

(d) Within five (5) business days after the amount owing is paid, the Association's manager or Board shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. The manager or Board shall mail a copy of this notification to the Unit Owner. The Association shall deposit money paid to the Association under this Section in a separate account and disburse that money to the Association until the amount owing is paid; and any cost of administration, not to exceed Twenty-Five Dollars (\$25.00), is paid. The Association shall, within five (5) business days after the amount owing is paid, pay to the Unit Owner any remaining balance.

#### **9.13 Reinvestment Fee Assessment.**

(a) In addition to all other assessments and upon the conveyance of a Unit there shall be one (1) reinvestment fee charged to the buyer comprised of one (1) or more of the following charges, as determined by resolution of the Board:

- (i) common planning, facilities, and infrastructure;
- (ii) obligations arising from an environmental covenant;
- (iii) community programming;
- (iv) resort facilities;

- (v) open space;
- (vi) recreation amenities;
- (vii) charitable purposes; or
- (viii) Association expenses as provided for in Utah Code § 57-1-46(1)(a).

(b) The reinvestment fee shall be and shall not exceed one-half percent (0.5%) of the value of the Unit, plus all improvements. When the seller is a financial institution, the reinvestment fee shall be limited to the costs directly related to the transfer, not to exceed Two Hundred and Fifty Dollars (\$250.00). The Association may assign the charges directly to the Association's manager.

(c) This reinvestment fee may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three (3) degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution. For purposes of this Section, it shall not be considered a "conveyance" for an Owner to convey an owner's interest in the Owner's Unit to a trust for estate planning purposes or to an entity so long as the Owner is a majority owner in the entity.

(d) The Members may remove or amend a reinvestment fee in accordance with Utah Code § 57-1-46(12).

**9.14 Association Transfer Fee.** An "association transfer fee" means a fee, charge, or payment that is related to the sale of real property and as a result of a transfer of the real property is imposed on a buyer or seller by the Association or a person acting on behalf of the Association. The Association may impose an association transfer fee so long as the fee is used only to pay expenses related to the transfer.

## ARTICLE X INSURANCE

**10.01 Types of Insurance.** The Association shall obtain and keep in full force and effect at all times all insurance required under § 57-8-43 of the Act and any other relevant sections of the Act. In addition to any insurance coverage or limit of coverage provided in this Article and subject to the requirements of this Article, the Association may, as the Board considers appropriate, obtain any additional type of insurance than otherwise required or a policy with greater coverage than otherwise required. The Association shall maintain to the extent reasonably available the following types of insurance:

(a) **Property Insurance.** Subject to Utah Code § 57-8-43(9) of the Act, blanket property insurance or guaranteed replacement cost insurance on the physical structures in the Condominium project, including the Common Areas and Facilities and the Units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of coverage provided by blanket property insurance or guaranteed replacement cost insurance may not be less than one hundred percent (100%) of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal

date, excluding items normally excluded from property insurance policies. Property insurance shall include coverage for any fixture, improvement, or betterment installed at any time to a Unit or to Limited Common Area associated with a Unit, whether installed in the original construction or in any remodel or later alteration, 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 Area associated with a Unit. Each Unit Owner shall be an insured person under the property insurance policy. If a loss occurs that is covered by the Association's property insurance and another property insurance policy in the name of a Unit Owner, the Association's policy provides primary insurance coverage. Notwithstanding the foregoing, the Unit Owner is responsible for the deductible of the Association's building property coverage, often referred to as coverage A, of the Unit Owner's policy applies to that portion of the loss attributable to the Association's policy deductible.

- (i) As used in this Article, "covered loss" means a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance. "unit damage" means damage to a Unit or to a Limited Common Area or facility appurtenant to that Unit, or both. "Unit damage percentage" means the percentage of total damage resulting in a covered loss that is attributable to unit damage.
- (ii) A Unit Owner who owns a Unit that has suffered unit damage as part of a covered loss is responsible for an amount calculated by applying the unit damage percentage for that Unit to the amount of the deductible under the Association's property insurance. If a Unit Owner does not pay the amount required under this Subsection (ii) within thirty (30) days after substantial completion of the repairs to the Unit or Limited Common Areas and Facilities appurtenant to that Unit, the Association may levy an assessment against the Unit Owner for that amount.
- (iii) The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or, if the policy deductible exceeds Ten Thousand Dollars (\$10,000.00), an amount not less than Ten Thousand Dollars (\$10,000.00). Unit Owners are hereby notified that the Association's current deductible is Fifty Thousand Dollars (\$50,000.00). The Board may, by resolution, increase or decrease the amount of the Association's policy deductible. The Association shall provide notice, as provided in the Bylaws or as otherwise provided in § 57-8-42 of the Act, to each Unit Owner of the Unit Owner's obligation under this Subsection (iii) for the Association's policy deductible if there is any change in the amount of the deductible. If the Association fails to provide notice of any change in the deductible, the Association is responsible for the portion of the deductible that the Association could have assessed to a Unit Owner, but only to the extent that the Unit Owner does not have insurance coverage that would otherwise apply. However, if the Association fails to provide notice of a later increase in the amount of the deductible, the Association is responsible only for the amount of the increase for which notice was not provided. The failure of the Association to provide notice as provided in this Subsection (iii) shall not be construed to invalidate any other provision in this Declaration.

(iv) If, in the exercise of the business judgment rule, the Board determines that a covered loss is likely not to exceed the property insurance policy deductible of the Association and until it becomes apparent the covered loss exceeds the deductible of the property insurance of the Association and a claim is submitted to the Association's property insurance insurer: (a) a Unit Owner's policy is considered the policy for primary coverage for a loss occurring to the Unit Owner's Unit or to Limited Common Areas appurtenant to the Unit; (b) the Association is responsible for any covered loss to any Common Areas and Facilities; (c) a Unit Owner who does not have a policy to cover the damage to the Unit Owner's Unit and appurtenant Limited Common Areas is responsible for that damage, and the Association may recover, as provided for in Subsection (ii) above, any payments the Association makes to remediate that Unit and the appurtenant Limited Common Areas; and (d) the Association need not tender the claim to the Association's insurer.

(v) An insurer under a property insurance policy issued to the Association shall adjust with the Association's loss covered under the Association's policy. Notwithstanding this Subsection (v), the insurance proceeds for a loss under the Association's property insurance policy are payable to an insurance trustee that the Association designates or, if no trustee is designated, to the Association, and may not be payable to a holder of a security interest. An insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners, and lien holders. If damaged property is to be repaired or restored, insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. After the disbursements described herein are made and the damaged property has been completely repaired or restored or the Condominium project terminated, any surplus proceeds are payable to the Association, Unit Owners, and lien holders based on the undivided interest of each Unit.

(vi) An insurer or the insurer's authorized agent that issues a property insurance policy under this Section 10.01(a) shall issue a certificate or memorandum of insurance to: (a) the Association; (b) a Unit Owner, upon the Unit Owner's written request; and (c) a holder of a security interest, upon the holder's written request. A cancellation or nonrenewal of a property insurance policy under Section 10.01(a) is subject to the procedures stated in Utah Code § 31A-21-303, as may be amended and supplemented.

(vii) A Board that acquires from an insurer the property insurance required in this Section 10.01(a) is not liable to Unit Owners if the insurance proceeds are not sufficient to cover one hundred percent (100%) of the full replacement cost of the insured property at the time of the loss.

(viii) Nothing in this Section 10.01(a) shall prevent a Person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a Person at fault for the loss.

(ix) All policies of property insurance must provide that notwithstanding any provision affording the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the

Association (or any insurance trustee) or when in conflict with the provisions of any insurance trust agreement to which the insurance may be a party, or any requirement of law.

(b) Liability Insurance. Subject to Utah Code § 57-8-43(10) of the Act, liability insurance covering all occurrences commonly insured against for death, bodily injury, property damage, including water damage, liability for non-owned or hired automobile, liability for property of others, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use arising out of or in connection with the use, ownership, or maintenance of the Common Areas and Facilities. The limits of the liability insurance policy shall be in an amount determined by the Association, but not less than one million dollars (\$1,000,000.00) for all claims for personal injury or property damage arising out of a single occurrence. Each Unit Owner is an insured person under the liability insurance policy the Association obtains, but only for liability arising from: (i) the Unit Owner's ownership interest in the Common Areas and Facilities; (ii) maintenance, repair, or replacement of Common Areas and Facilities; and (iii) the Unit Owner's membership in the Association. Such policies shall be issued on a comprehensive liability basis, shall provide a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced, and shall contain "a severability of interest" clause or endorsement to preclude the insurer from denying the claims of a Unit Owner because of negligent acts of the Association or other Unit Owners.

(c) Availability. If the Association becomes aware that property insurance under Subsection (a) above or liability insurance under Subsection (b) above is not reasonably available, the Association shall, within seven (7) days after becoming aware, give all Units Owners notice as provided in the Bylaws, or as otherwise specified in Utah Code § 57-8-42 of the Act, that the insurance is not reasonably available.

10.02 Director's and Officer's Insurance. The Board shall obtain director's and officer's liability insurance for officers and Board Members of the Association. Such insurance shall, among other coverages, include coverage for both monetary and non-monetary claims and shall be in an amount customary for a project of a type the same as or similar to this project.

## ARTICLE XI DAMAGE OR DESTRUCTION

11.01 Association as Attorney-in-Fact. All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place, and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from any Owner shall constitute an appointment by said grantee of the Association as attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted.

11.02 Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in

which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.

11.03 Procedures. In the event any part of the Project is damaged or destroyed, the Association shall proceed as follows:

(a) Notice to First Mortgagees. The Association shall give timely written notice to any Institutional Holder of any first mortgage on a Unit in the event of substantial damage to or destruction of any Unit or any part of the Common Areas and Facilities.

(b) Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimate of the costs to repair and reconstruct that part of the Project damaged or destroyed.

(c) Sufficient Insurance. If the proceeds of the insurance maintained by the Association exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.

(d) Insufficient Insurance – Less than Seventy-Five Percent (75%) Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Assessment shall be allocated and collected as provided in Section 9.03 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(e) Insufficient Insurance – Seventy-Five Percent (75%) or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed as provided in Section 11.03 (c) hereof, if, but only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction. If, however, the Owners shall not, within one hundred (100) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction, the Association shall record in the office of the County Recorder of Summit County, State of Utah, a notice setting forth such facts. Upon the recording of such notice the following shall occur:

(i) The Project shall be deemed to be owned in common by the Owners;

(ii) The undivided interest in the project owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Areas and Facilities;

(iii) Any liens affecting any of the Condominiums shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

(iv) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one (1) fund and shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas and Facilities, as set forth in Exhibit E hereto, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

(f) In no event shall an Owner of a Unit or any other party have priority over the Institutional Holder of any first mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

**11.04 Repair or Reconstruction.** If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before.

**11.05 Disbursement of Funds for Repair and Reconstruction.** If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Sections 11.03(c) and (d) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for cost of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of Ownership of the Common Areas and Facilities.

**11.06 Amendment of Article.** This Article XI shall not be amended unless the Owners of at least two-thirds (2/3) of the Condominium Units in the Project consent and agree to such amendment by duly executed and recorded instruments.

## ARTICLE XII CONDEMNATION

12.01 Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Unit or portion thereof or the Common Areas and Facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or is otherwise sought to be acquired by a condemning authority, the Board shall give prompt written notice of any such proceeding or proposed acquisition to each Unit Owner in the Project and to any Institutional Holder of any first mortgage on a Unit in the Project.

12.02 Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be distributed by the Board, on behalf of the Association as herein provided.

12.03 Complete Taking. In the event the entire Project is taken by power of eminent domain, Condominium ownership pursuant hereto shall terminate and the condemnation award shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Common Areas and Facilities. Such distribution shall be made by check payable jointly to the respective Owners and their respective Mortgagees, as appropriate.

12.04 Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) Allocation of Award. As soon as practicable, the Board shall, on behalf of the Association, reasonably and in good faith, apportion the condemnation award between compensation, severance damages, or other proceeds, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The total amount apportioned to taking of or injury to the Common Areas and Facilities shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken) in proportion to their respective undivided interests in the Common Areas and Facilities;

(ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums that have not been taken, in proportion to their respective undivided interests in the Common Areas and Facilities;

(iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute, or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as appropriate; and

(vii) No provision of this Article XII or any other provision in this Declaration, the Articles, or the Bylaws shall entitle the Owner of a Unit or other party to priority over any Institutional Holder of any first mortgage on such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement, or proceeds from any eminent domain or condemnation proceedings.

(b) Continuation and Reorganization. If less than the entire Project is taken by power of eminent domain, Condominium ownership pursuant hereto shall not terminate but shall continue. In such event the Project shall be reorganized as follows:

(i) If any partial taking results in the taking of an entire Unit, then the Owner thereof shall cease to be a Member of the Association and all voting rights and the undivided interest in the Common Areas and Facilities appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas and Facilities.

(ii) If any partial taking results in the taking of a portion of a Unit and if no determination is made by the Board that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then the fair market value of such remaining portion of the Unit shall be determined by the Board and all voting rights and the undivided interest in the Common Areas and Facilities appertaining to such Unit shall be reduced in proportion to the diminution in fair market value of such Unit resulting from the taking. The voting rights and undivided interest in the Common Areas and Facilities so divested from such Unit shall be reallocated to, and shall appertain to, such Unit and the other Units in the Project in proportion to their respective undivided interests in the Common Areas; provided, however, that such Unit shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence.

(iii) If any partial taking results in the taking of a portion of a Unit and if there is a determination made by the Board that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then all voting rights and the entire undivided interest in the Common Areas and Facilities appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas and Facilities, and the remaining portion of such Unit shall thenceforth be part of the Common Area.

(iv) The Board shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 12.04(b); provided, however, that if any such determination shall have been or such action is taken by judicial decree, the Board shall defer thereto and proceed in accordance therewith.

(c) Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by its provisions specified in Article XI hereof for cases of damage or destruction; provided, however, that the provisions of said Article dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

### ARTICLE XIII OBsolescence

13.01 Adoption of Plan. Subject to the provisions of Article XIV hereof, Owners holding seventy-five percent (75%) or more of the Total Votes of the Association may agree that the Project is obsolete and adopt a written plan for the renewal and reconstruction of the Project. Written notice of adoption of such a plan shall be given to all Owners and Institutional Holders.

13.02 Payment for Renewal and Reconstruction. The Association shall levy a Special Assessment sufficient to provide funds to pay the estimated expenses of renewal or reconstruction. Such Special Assessment shall be allocated and collected as provided in Section 9.03 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected prove insufficient to pay the actual expenses of such renewal or reconstruction. In the event amounts collected pursuant hereto are in excess of the amounts required for renewal or reconstruction, such excess shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas and Facilities.

13.03 Sale of Project. Subject to the provisions of Article XIV hereof, the Owners may at any time that the Project is declared obsolete hereunder, by an affirmative vote of at least seventy-five percent (75%) of the Total Votes of the Association, at a special meeting of the Members of the Association duly called for such purpose, elect to sell or otherwise dispose of the Project. In such event, the Board shall forthwith record in the office of the County Recorder of Summit County, State of Utah, a notice setting forth such facts, and upon the recording of such notice by the Board, the Project shall be sold or otherwise disposed of by the Board as attorney-in-fact for all of the Owners. Such action shall be binding upon all Owners and each Owner shall have the duty to execute and deliver such instruments and to perform all acts in such manner and form as may be necessary or appropriate to effect such sale or other disposition of the Project. The proceeds of such sale or disposition shall be apportioned among the Owners in proportion to their respective undivided interests in the Common Areas and Facilities, and such apportioned proceeds shall be paid into separate accounts, each such account representing one Condominium. Each such account shall remain in the name of the Association and shall be further identified by the Condominium designation and the name of the Owner. The Board, as attorney-in-fact, shall use and disburse the total amount of each such account, without contribution from one account to another, first to the payment of valid tax and special assessment liens on the Condominium in favor of any governmental assessing authority, second to the payment of any Institutional Holder of a first

mortgage lien on the Condominium, third to the payment of assessments made pursuant to this Declaration, fourth to the payment of other holders of liens or encumbrances on the Condominium in the order of priority of their liens, and the balance remaining, if any, to the respective Owner.

## ARTICLE XIV MORTGAGE PROTECTION

**14.01 Matters Requiring Prior Mortgagee Approval**. Except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Project, unless at least eighty percent (80%) of all First Mortgagees (including Institutional Holders) which hold first mortgage liens on Condominium Units in the Project (based upon one (1) vote for each First Mortgage owned) have given their prior written approval, the Association shall not be entitled to:

- (a) Abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) Cause any amendment to be made to this Declaration, the Articles, or the Bylaws, which would change the pro-rata interest or obligations of any individual Condominium for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of each Condominium in the Common Areas and Facilities; or
- (c) Terminate professional management and assume self-management of the Project so long as FNMA is a mortgagee or Owner of a Condominium within the Project.

**14.02 Matters That May Require Prior Mortgagee Approval**. Except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Project, unless at least eighty percent (80%) of the First Mortgagees (based upon one vote for each First Mortgage owned), and, subject to the provisions of Section 16.11 hereof and the Act, all of the Owners of the individual Condominium Units have given their prior written approval, the Association shall not be entitled to:

- (a) Partition or subdivide any Condominium Unit;
- (b) By act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas and Facilities of the Project; or
- (c) Use hazard insurance proceeds for losses to any Condominium property (whether to the Condominium Units or to the Common Areas and Facilities) for other than repair, replacement, or reconstruction of such Condominium property, except as provided by the Act in case of substantial loss to the Condominium Units and/or Common Areas and Facilities of the Project.

14.03 Prior Liens Relate Only to Individual Units. All taxes, assessments, and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominiums and not to the Project as a whole.

14.04 Subordination of Common Expense Lien. Any lien which the Association may have on any Unit in the Project for the payment of common expense assessments attributable to such Unit shall be subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date on which any such common expense assessments became due.

14.05 Information Made Available to Mortgagee Upon Request. Any Institutional Holder of a first mortgage on a Unit in the Project shall, upon request, be entitled to: (a) inspect the books and records of the Association during normal business hours; and (b) receive an annual audited financial statement of the Association within ninety (90) days following the end of any fiscal year of the Project; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

14.06 Priority of Mortgagee in Event of Damage. In the event of substantial damage to or destruction of any Unit or any part of the Common Areas and Facilities, the Holder of any first mortgage on a Unit shall be entitled to timely written notice of any such damage or destruction and no provision of the Declaration, Articles, or Bylaws or any amendment thereto shall entitle the Owner of a Unit or other party to priority over such holder with respect to the distribution to such Unit of any insurance proceeds.

14.07 Priority of Mortgagee in Event of Condemnation. If any Unit or portion thereof or the Common Areas and Facilities or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of the Declaration, Articles, or Bylaws or any amendment thereto, shall entitle the Owner of a Unit or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

14.08 Mortgagee Rights in Event of Foreclosure. Each Holder of a first mortgage lien on a Unit who comes into possession of the Unit by the foreclosure of a mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments and charges against the Unit which accrue prior to the time such holder 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 assessments or charges to all Units in the Project, including the mortgaged Unit.

14.09 Notice to First Mortgagees. The Association shall give Institutional Holders of first mortgages who have requested in writing such notices prompt notice of any default in the Unit mortgagor's obligations under the Governing Documents not cured within thirty (30) days of default.

14.10 No Right of First Refusal. No “right of first refusal” shall be included in or added by amendment to the Declaration, Articles, or Bylaws which would impair the rights of any holder of a first mortgage on a Unit in the Project to:

- (a) foreclose or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) interfere with subsequent sale or lease of a Unit so acquired by the mortgagee.

14.11 Amendment. No Provision of this Article XIV shall be amended without the prior written consent of at least sixty-seven percent (67%) of all First Mortgagees (including all Institutional Holders which have a first mortgage on any Condominium Unit in the Project), based on one (1) vote for each mortgagee.

## ARTICLE XV COMPLIANCE WITH DECLARATION AND BYLAWS

15.01 Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the Articles, Bylaws, rules and regulations promulgated by the Association, and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or for both, maintainable by the Association or, in a proper case by an aggrieved Owner.

15.02 Enforcement and Remedies. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any supplemental or amended declaration, with respect to the Association or Condominiums within the Project shall be enforceable by any Owner of a Condominium within the Project, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, or in any supplemental or amended declaration, with respect to a person or entity or property of a person or entity other than the Association shall be enforceable by the Association or, in a proper case, by an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid.

## ARTICLE XVI GENERAL PROVISIONS

16.01 Intent and Purpose. The provisions of this Declaration, and any supplemental or amended declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision, restriction, covenant, or conditions contained in this Declaration, or in any supplemental

or amended declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

16.02 Construction. The provisions of this Declaration shall be in addition and supplemental to the provisions of the Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The article and section headings set forth herein are for convenience and reference only and are not intended to expand, limit, or otherwise affect the meaning or interpretation of this Declaration or any provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provisions hereof.

16.03 Notice. When notice is required under this Declaration, notice shall be given as provided in the Bylaws.

16.04 Audit. Any Owner may at any reasonable time, upon appointment and at the Owner's own expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association, at the expense of the Common Expense Fund, shall obtain an audit, by public accountants, of all books and records pertaining to the Project at no greater than annual intervals, and copies thereof shall be furnished to the Owners.

16.05 Amendment. Except as otherwise provided herein, this Declaration may be amended if Owners holding at least two-thirds (2/3) of the Total Votes of the Association consent and agree to such amendment by instruments which are duly recorded in the office of the County Recorder of Summit County, State of Utah.

16.06 Effective Date. This Declaration shall take effect upon recording.

16.07 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Act shall be the registered agent and address of the Association as shown on the official corporate records maintained in the office of the Secretary of State of the State of Utah. On the date of this Declaration, the registered agent of the Association is Allyson Dickey, whose address is 2565 Fairway Village Dr., Park City, UT 84060.

16.08 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in or upon the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Building or its drains, pipes, conduits, appliances, or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules, or order of any governmental authority.

16.09 Owner's Obligations. All obligations of an Owner, under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that the Owner may be leasing, renting, or selling under contract the Owner's Condominium. The Owner of a Condominium within the Project shall have no obligation for expenses or other obligations accruing after he conveys such Condominium.

16.10 Reserved.

16.11 Termination. The prior written approval of (a) at least two-thirds (2/3) of all First Mortgagees (including Institutional Holders) which hold first mortgage liens on Condominium Units in the Project, based on one (1) vote for each First Mortgage owned, and (b) all of the Owners of Condominium Units in the Project shall be required before the Project may be abandoned or terminated except as provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.

16.12 Action of the Association. Except as limited in this Declaration, the Bylaws, or the Articles, the Board acts in all instances on behalf of the Association.

16.13 Rules Against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate shall not be applied to defeat any of the provisions of the Governing Documents of the Association executed in accordance with the Act.

16.14 Fines. The Association, through its Board, shall have the power to levy fines for violations of the Association's Governing Documents and fines may only be levied for violations of the Governing Documents. In addition to the levy of fines, the Board may also elect to pursue other enforcement remedies and/or damages permitted under the Governing Documents. The Board shall adopt a rule for the procedure to enforce the Governing Documents and levy fines, including a schedule of fines.

16.15 Tenant Liability. Pursuant to § 57-8-8.1(2)(b) of the Act, a tenant shall be jointly and severally liable to the Association with the Owner leasing to such tenant for any violation of the Governing Documents by the tenant.

16.16 Dispute Resolution Procedures. The Association, its officers, Directors, and committee members, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Section (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Property, without the emotional and financial costs of litigation. As used in this Section, the term "Claim," unless specifically exempted below, shall refer to any claim, grievance, or dispute arising out of or relating to the interpretation, application, or enforcement of the Governing Documents, or the rights, obligations, and duties of any Bound Party under the Governing Documents, including a request for a written advisory opinion from the Office of the Homeowners' Association Ombudsman. The following items are not considered "Claims" under this Section 20: (i) any suit by the Association against any Bound Party to enforce the provisions of the Governing Documents, including the collection of assessments; (ii) any suit by the Association to obtain a restraining order or injunction (or

equivalent equitable relief) and such other 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 its Governing Documents; (iii) any suit between Owners, which does not include the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Governing Documents; (iv) any suit in which any indispensable party is not a Bound Party; and (iv) any suit which otherwise would be barred by an applicable statute of limitations.

(a) Notice. The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Subsection(a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Washington County Utah area.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. Any of the Bound Parties shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

## **DISPUTE RESOLUTION TIMELINE**

### Claim Between Bound Parties

Day 1	Days 2–30	Days 31–60	Days 61–90+
Written Notice of Claim	Negotiations	Request Mediation	Mediation
<ul style="list-style-type: none"><li>• Factual Basis</li><li>• Legal Basis</li><li>• Propose a resolution</li><li>• Propose a meeting</li><li>• Send copy to Board</li></ul>	<ul style="list-style-type: none"><li>• Good faith effort</li><li>• Parties meet in person</li><li>• May request Board assistance</li></ul>	<ul style="list-style-type: none"><li>• Claimant must submit claim</li><li>• Mediator assigned by Association or independent agency</li><li>• If Claim is not submitted, it is waived</li></ul>	<ul style="list-style-type: none"><li>• Agency supplies rules</li><li>• Fee split between parties</li><li>• Written summary from each side</li><li>• Supervised negotiation</li><li>• Contractual settlement <b>or</b></li><li>• Termination of mediation</li></ul>

Each Party shall bear its own costs of the mediation, including attorney fees, and each Party shall share equally all fees charged by the mediator.

(d) **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from non-complying Party (or if more than one non-complying Party, from all such Parties in equal proportions) all costs incurred in enforcing such agreement or award, including without limitation attorney fees and court costs.

*[signatures on following page]*

IN WITNESS WHEREOF, the President of the Association hereby certifies, on this 29<sup>th</sup> day of July, 2025, that Owners holding at least two-thirds (2/3) of the Total Votes of the Association consented and agreed to this Amended and Restated Declaration by instruments which are duly recorded, which instruments are attached hereto as Exhibit G.

**RIDGEPOINT ASSOCIATION AT DEER VALLEY**, a  
Utah nonprofit corporation

Lee Porter  
By: Lee Porter  
Its: President

State of Utah )  
:ss.  
County of Summit )

On this 29 day of July, 2025, before me personally appeared Lee Porter, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the President of Ridgepoint Association at Deer Valley, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

Rebecca Zenger Skeen  
Notary Public



**Exhibit A**  
**(Legal Description)**

This Amended and Restated Declaration of Condominium of Ridgepoint at Deer Valley affects the following real property, all located in Summit County, State of Utah:

All of Units 101 through 138, together with all Common Area, First Amended Ridgepoint at Deer Valley Condominiums, according to the Official Plat thereof, on file in the Office of the Recorder of Summit County, State of Utah.

**PARCEL: RGP-101-1AM through RGP-138-1AM**

**Exhibit B  
(Articles)**

APPROVED by the Division of Corporations  
and Commercial Code of the Utah State  
Department of Business Regulation  
on the 20th day of May A.D. 1985

Corporations Documents Examiner

Fees paid \$ 500

RECEIVED

125 MAY 30 1985

ARTICLES OF INCORPORATION

OF

RIDGEPOINT ASSOCIATION  
at Deer Valley  
A Utah Nonprofit Corporation

115428

Gail S. O'Sullivan, the undersigned natural person over the age of twenty-one years, acting as incorporator of a non-profit corporation pursuant to the Utah Nonprofit Corporation and Co-Operative Association Act, hereby adopts the following Articles of Incorporation for such nonprofit corporation.

ARTICLE I  
NAME

The name of the nonprofit corporation is Ridgepoint Association at Deer Valley, hereinafter referred to as the "Association."

ARTICLE II  
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Declaration of Condominium for Ridgepoint at Deer Valley, a Utah Condominium Project, hereinafter referred to as the "Declaration," shall have such defined meanings when used in these Articles of Incorporation.

ARTICLE III  
DURATION

The Association shall exist perpetually, or until dissolved pursuant to law.

## ARTICLE IV PURPOSES

The Association is organized as a nonprofit corporation and shall be operated exclusively for the purpose of maintaining, operating, and governing Ridgepoint at Deer Valley, a Utah Condominium Project, hereinafter referred to as the "Project," which is located upon real property in the County of Summit, State of Utah described in the Declaration:

The Association is organized and shall be operated to perform the functions and provide the services contemplated in the Declaration, which document is to be recorded in the office of the County Recorder of Summit County, State of Utah. No dividend shall be paid and no part of the net income of the Association, if any, shall be distributed to the Members, Trustees, or Officers of the Association, except as otherwise provided herein, in the Declaration, or under Utah law. Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have such defined meanings when used herein.

## ARTICLE V POWERS

Subject to the purposes declared in Article IV above and any limitations herein expressed, the Association shall have and may exercise each and all of the following powers and privileges:

(a) The power to do any and all things that the Association is authorized or required to do under the Declaration, as the same may from time to time be amended, including, without limiting the generality of the foregoing, the specific power to fix, levy, and collect the charges and assessments provided for in the said Declaration;

(b) The power to purchase, acquire, own, hold, lease, mortgage, sell, and dispose of any and all kinds and character of real, personal, and mixed property (the foregoing particular enumeration in no sense being used by way of exclusion or limitation), and while the owner of any of the foregoing, to exercise all rights, powers, and privileges appertaining thereto; and

(c) The power to do any and all things that a non-profit corporation may now or hereafter do under the laws of the State of Utah.

#### **ARTICLE VI MEMBERSHIP**

The members of the Association shall be all of the record owners of Condominiums in the Project, as such owners are shown on the records of the County Recorder of Summit County, State of Utah. The term record owner shall not include any mortgagee, trustee, or beneficiary under any mortgage, trust deed, or other security instrument by which a Condominium or any part thereof is encumbered (unless such mortgagee, trustee, or beneficiary has acquired title for other than security purposes), nor shall it include persons or entities purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed). If record ownership of a Condominium in the Project is jointly held, the Membership appertaining to such Condominium shall also be jointly held. Membership in the Association shall be mandatory and not optional. Each Membership in the Association shall be appurtenant to and shall not be separated from the Condominium to which it relates. No person or entity other than an owner of a Condominium in the Project may be a Member of the Association.

#### **ARTICLE VII MEMBERSHIP CERTIFICATES**

The Association may issue certificates of Membership, but such certificates shall not be necessary to evidence Membership in the Association. Membership in the Association shall begin immediately and automatically upon becoming a record owner of the Condominium to which such Membership appertains and shall cease immediately and automatically upon an Owner ceasing to be a record owner of such Condominium.

#### **ARTICLE VIII VOTING RIGHTS**

All voting rights of the Association shall be exercised by the Members, each Membership being entitled to the number of votes relating to the Condominium appertaining to such Membership, as set forth in the Declaration. If a Membership is jointly held, any or all holders thereof may attend any meeting of the Members, but such holders must act

unanimously to cast the votes relating to their joint Membership. Any designation of a proxy to act for joint holders of a membership must be signed by all such holders. With respect to matters to be voted upon by the Members as provided in the Declaration, the voting requirements and proportions shall be as set forth in the Declaration. Cumulative voting is not permitted.

#### ARTICLE IX ASSESSMENTS

Members of the Association shall be subject to assessments by the Association from time to time in accordance with the provisions of the Declaration and shall be liable to the Association for payment of such assessments. Members shall not be individually or personally liable for the debts or obligations of the Association.

#### ARTICLE X PRINCIPAL OFFICE AND REGISTERED AGENT

The address of the initial principal office of the Association is 424 East 500 South, Salt Lake City, Utah 84111, and the name of the initial registered agent of the Association at such address is Jon C. Heaton.

#### ARTICLE XI BOARD OF TRUSTEES

The affairs of the Association shall be managed by a Board of Trustees, consisting of not less than three (3) nor more than nine (9) Trustees, as prescribed in the Bylaws. Until such time as the responsibility for electing the Trustees of the Association is turned over to the Members in accordance with Utah law, Dempsey Construction Corporation, a California Corporation, or its successor or assign, shall have the exclusive right to appoint and remove such Trustees. Except for Trustees appointed as herein provided, Trustees, must be Members of the Association. The number of Trustees constituting the initial Board of Trustees shall be three (3). The names and addresses of the persons who are to serve as Trustees until the first annual meeting of the Members held after responsibility for electing Trustees is turned over to the Members and until the successors of such Trustees are elected and shall qualify are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
1.	Gail Frampton	P. O. Box 657 Mammoth Lakes, CA 93546
2.	Wes Phillips	P. O. Box 657, Mammoth Lakes, CA 93546
3.	Gail S. O'Sullivan	P. O. Box 657 Mammoth Lakes, CA 93546

ARTICLE XII  
MANAGER

The Board of Trustees may by written contract delegate to a professional management organization or individual such of its managerial duties, responsibilities, functions, and powers as are properly delegable.

ARTICLE XIII  
BYLAWS, RULES, AND REGULATIONS

The Board of Trustees may adopt, amend, repeal, and enforce Bylaws and reasonable rules and regulations governing the operation of the Association and the operation and use of the Project, to the extent that the same are not inconsistent with these Articles of Incorporation or the Declaration.

ARTICLE XIV  
INCORPORATOR

The name and address of the incorporator of the Association are as follows:

Gail S. O'Sullivan      P. O. Box 657  
                            Mammoth Lakes, Calif. 93546

ARTICLE XV  
AMENDMENTS

Except as otherwise provided by law or by the Declaration, these Articles of Incorporation may be amended in accordance with Utah law upon the affirmative vote of not less

than fifty-one percent (51%) of the Total Votes of the Association.

Dated this 25<sup>th</sup> day of April, 1985.

Gail O'Sullivan  
Gail O'Sullivan

VERIFICATION

STATE OF California ) : ss.  
COUNTY OF Mono )

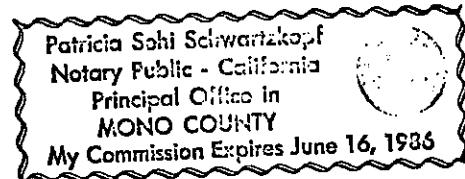
On the 25<sup>th</sup> day of April, 1985, personally appeared before me Gail O'Sullivan, who being by me duly sworn did say that she is the incorporator of Ridgepoint Association at Deer Valley, that she signed the foregoing Articles of Incorporation of Ridgepoint Association at Deer Valley as incorporator of such nonprofit corporation, and that the statements therein contained are true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand this 25<sup>th</sup> day of April, 1985.

Patricia Sohi Schwartzkopf  
NOTARY PUBLIC  
Residing at: Mammoth Lakes, California

My Commission Expires:

June 16, 1986

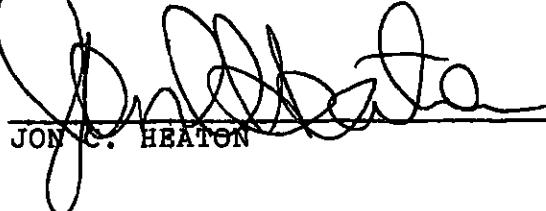


2238B

ACKNOWLEDGEMENT

The undersigned, Jon C. Heaton, acknowledges his appointment as Agent for Service of Process for Ridgepoint Association at Deer Valley.

DATED this 1st day of May, 1985.



JON C. HEATON

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On this 1st day of May, 1985, personally appeared before me Jon C. Heaton, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Margaret E. Egan  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:

4/13/87

2293B

Exhibit C  
(Bylaws)

**AMENDED AND RESTATED BYLAWS  
OF  
RIDGEPOINT ASSOCIATION AT DEER VALLEY**

A Utah nonprofit corporation

Prepared by:



Attn: Bruce C. Jenkins  
285 W. Tabernacle, Ste. 301  
St. George, UT 84770

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**AMENDED AND RESTATED BYLAWS  
OF  
RIDGEPOINT ASSOCIATION AT DEER VALLEY  
A Utah nonprofit corporation**

These Amended and Restated Bylaws of Ridgepoint Association at Deer Valley (the "Bylaws") are adopted by vote of a majority or more of the Members at a meeting at which a quorum of the Members was present. These Bylaws are for the regulation and management of the affairs of Ridgepoint Association at Deer Valley, a Utah nonprofit corporation (the "Association"), to which reference is made in the Amended and Restated Declaration of Condominium of Ridgepoint at Deer Valley, recorded in the official records of the Summit County Recorder, State of Utah, as amended or supplemented from time to time (the "Declaration"), to perform the functions as provided in the Declaration and to further the interests of Owners of Units within the Property.

These Bylaws amend, restate, wholly replace, and substitute for the following:

- Bylaws of Ridgepoint Association, recorded as Exhibit C to the Declaration of Condominium of Ridgepoint at Deer Valley, recorded with the Summit County Recorder on December 13, 1985, as Entry No. 243379, in Book 366, at Pages 27–106; and
- any other amendments, supplements, or annexing documents to the Bylaws for the Association, whether or not recorded with the Summit County Recorder.

These Bylaws are subject to the Utah Revised Nonprofit Corporation Act (Utah Code §§ 16-6a-101 et seq.) (the "Nonprofit Act") and the Condominium Ownership Act (Utah Code §§ 57-8-1 et seq.) (the "Condominium Act") (collectively the "Acts"), the Declaration, and the Articles of Incorporation of the Association (the "Articles") filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the "Division"), as any of the foregoing may be amended from time to time. If these Bylaws conflict with the Nonprofit Act or the Condominium Act, these Bylaws shall control unless the provisions of the Nonprofit Act or the Condominium Act, or both, are mandatory and not default provisions.

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

1.01 **Name**. The name of the nonprofit corporation is Ridgepoint Association at Deer Valley.

1.02 **Offices**. The principal office of the Association shall be at the location of the Condominium Project at Deer Valley, Park City, Utah 84060.

1.03 **Registered Office and Agent**. The Acts require that the Association have and continuously maintain a registered office and a registered agent in Utah. The initial registered office and the initial registered agent are specified in the Articles and may be changed by the

Association at any time, without amendment to the Articles, by filing a statement with the Division in accordance with the Nonprofit Act.

## ARTICLE II DEFINITIONS

2.01 Definitions. Except as otherwise provided herein or as may be required by the context, all capitalized terms in these Bylaws shall have the same meaning as given to them in Article I of the Declaration.

## ARTICLE III MEMBERS

3.01 Members. A “Member” is the person or, if more than one (1), all persons collectively, who constitute the Owner of a Unit within the Property.

3.02 Membership Appurtenant to Unit. Each membership shall be appurtenant to the fee simple title to a Unit. The person or persons who constitute the owner of fee simple title to a Unit shall automatically be the holder of the membership appurtenant to that Unit, and the membership shall automatically pass with fee simple title to the Unit.

3.03 Annual Meetings. The annual meeting of Members shall be held at such day and time as is fixed by the Board and specified in the notice of meeting. The annual meetings shall be held for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors shall not be held on the day designated herein for the annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Members.

3.04 Special Meetings. Special meetings of the Members may be called by the Board, the president, or upon the written request of Members holding not less than ten percent (10%) of the Total Votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board or the president. In the event a special meeting is properly requested by the Members, the Board shall provide notice within the time period set forth in § 16-6a-702 of the Nonprofit Act.

3.05 Place of Meetings. The Board may designate any place in Summit County, State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board. A waiver of notice signed by all of the Members may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association. Notwithstanding the foregoing, annual and special meetings may be held electronically, pursuant to Section 3.17.

**3.06 Notice of Member Meetings.** Written notice stating the place, day, and hour of any meeting of the Members shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting (plus any time added to effectuate delivery under Section 11.08). The notice of an annual, regular or special meeting shall include: (a) the names of any known candidate for Director and shall identify any other matter that it is known may come before the meeting; (b) potential conflicting interest transactions of a Director, a party related to a Director, or an entity in which the Director is a trustee or has a financial interest (as set forth in § 16-6a-825 of the Nonprofit Act), if any; (c) notice of any indemnification or advance of expenses to a Director in connection with a “proceeding” as defined in § 16-6a-102 of the Nonprofit Act; (d) notice of any amendment to these Bylaws proposed by the Members and a copy, summary or general statement of the proposed amendment; (e) notice of a proposed plan of merger; (f) notice of a proposed sale of the Properties by the Association other than in the regular course of activities; (g) notice of a proposed dissolution of the Association; and (h) any matter a Member intends to raise at the meeting if requested in writing to do so by a person entitled to call a special meeting and the request is received (receipt deemed effective as set forth in Section 11.08) by the secretary or president at least ten (10) days before the Association gives notice of the special meeting (plus any time added to effectuate delivery as set forth in Section 11.08). The notice of a special meeting shall state the purpose or purposes for which the meeting is called.

**3.07 Record Date/Members List.**

(a) The record dates for determining the Members entitled to notice of or to vote at any meeting of the Members or for determining the Members entitled to exercise any rights in respect of any other lawful action shall be the dates in Subsection 3.07(b) unless, before sending notice, the Board fixes a record date by resolution.

(b) The record date for determining the Members entitled to notice of a meeting of the Members are the Members of the Association at the close of business on the business day before the day notice is given.

(c) The Association shall only be required to prepare a list of the names of the Members as provided for in Subsection 11.02(c).

**3.08 Quorum.** At any meeting of the Members, the presence of Members, in person, by ballot, or by proxy holding more than twenty-five percent (25%) of the Total Votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the Members as provided above. At the reconvened meeting, the Members present, in person, by ballot, or by proxy, shall constitute a quorum for the transaction of business.

**3.09 Proxies.** At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member’s attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed in writing. Such instrument

authorizing a proxy to act shall be delivered at the beginning of the meeting to the secretary or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.10 **Votes.** With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person, by ballot, or by proxy, the number of votes appertaining to the Condominium of such Member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members voting in person, by ballot, or by proxy after a quorum is established shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or Utah law. The election of Directors shall be by ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the Members, but such holders must act unanimously to cast the votes relating to their joint Membership.

3.11 **Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining Members present shall be deemed waived if no objection thereto is made at the meeting.

3.12 **Written Consents Without a Meeting.** Unless prohibited by the Articles, any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice, if one (1) or more written consents, setting forth the action taken, are signed by all of the members entitled to vote with respect to the subject matter of the action. Directors may not be elected by written consent, except by unanimous written consent of all Members entitled to vote for the election of Directors. Any action taken under this Section 3.12 is not effective unless all written consents are received within a sixty (60) day period and have not been revoked. A written consent may be given by electronic transmission or other form of communication providing the Association with a complete copy of the written consent, including: (a) the date the written consent was sent and (b) the signature (including electronic signatures as provided in Section 3.23).

3.13 **Resolution of Voting Disputes.** In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of Members at a meeting, the Board shall act as arbitrators and the decision of a disinterested majority of the Board shall, when put in writing, be final.

3.14 **Action by Written Ballot.**

(a) **Action Without a Meeting.** The Association may, upon a determination of the Board or upon specific request of a Member for a special meeting of the Members, utilize ballots without a meeting to take any action that may be taken at any annual, regular, or special meeting of the Members if the Association delivers a written ballot to every Member entitled to vote on the matter. Approval by written ballot shall be valid only when (i) the time by which all ballots must be received has passed so that a quorum can be determined and (ii) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

(b) Ballots at Meetings. A written ballot may, upon a determination of the Board, be used in connection with any annual, regular, or special meeting of Members, thereby allowing Members the choice of either voting in person or by written ballot delivered by a Member to the Association in lieu of attendance at the meeting. Any written ballot shall be counted equally with the votes of Members in attendance at any meeting for every purpose, including satisfaction of a quorum requirement.

(c) Ballot Content. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.

(d) Solicitation for Votes by Written Ballot. All solicitations for votes by written ballot shall (i) identify each proposed action, (ii) provide for an opportunity to vote for or against each proposed action, (iii) indicate the number of responses needed to meet the quorum requirements, (iv) state the percentage of approvals necessary to approve each matter other than the election of Directors, (v) specify the time by which a ballot must be received by the Association in order to be counted, and (vi) be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter.

(e) Ballot Deadline. Members shall be provided a fair and reasonable amount of time before the day on which the Association must receive ballots. An amount of time is considered to be fair and reasonable if (i) Members are given at least fifteen (15) days from the day on which the notice is mailed, if the notice is mailed by first-class or registered mail; (ii) Members are given at least thirty (30) days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail; or (iii) considering all the circumstances, the amount of time is otherwise reasonable.

3.15 Electronic Voting. Voting by electronic means shall be permitted. Except as otherwise provided in the Acts, all votes, consents, written ballots, waivers, proxy appointments, and proxy or ballot revocations shall be in the name of the Member and signed by the Member with a designation of the Member's capacity, i.e., owner, partner, president, director, member, trustee, conservator, guardian, etc. Pursuant to Utah Code § 46-4-201, a signature may not be denied legal effect or enforceability solely because it is in electronic form, i.e., an electronic signature. As used in this Section, the term "electronic" means relating to technology having electrical, digital, magnet, wireless, optical, electromagnetic, or similar capabilities. And the term "electronic signature" means an electronic sound, symbol, or process attached to or logically associated with a ballot and executed or adopted by a person with the intent to sign the ballot.

3.16 Revocation of Proxy or Ballot. A proxy or ballot may be revoked, prior to the time the proxy is exercised or the ballot counted by: (a) the Member attending the meeting and voting in person, or (b) the Member signing and delivering to the secretary or officer or other person authorized to tabulate proxy votes or ballot votes: (i) a writing stating that the proxy or ballot is revoked, or (ii) a subsequent proxy form or ballot. A proxy or ballot shall be automatically revoked when a Member conveys or transfers the Member's Unit and the Member's membership is transferred of the membership on the books of the Association. No proxy shall be valid after the earlier of (a) the day after the meeting of the Members for which the proxy was expressly submitted; or (b) eleven (11) months from the date of its execution unless otherwise provided in

the proxy. The death or incapacity of the Member appointing a proxy or casting a ballot does not affect the right of the Association to accept the proxy or count the ballot unless the secretary or other officer or agent authorized to tabulate votes receives notice of the death or incapacity before the proxy is exercised or the ballot is counted.

3.17 Telecommunications and Electronic Meetings. Any or all of the Members may participate in an annual, regular, or special meeting of the Members by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by a means permitted under this Section 3.17 is considered to be present in person at the meeting.

3.18 Adjournment of Member Meetings. Members present in person or represented by proxy at any meeting, whether or not there is a quorum, may adjourn the meeting from time to time. If the meeting is adjourned, the Board shall give notice of the new date, time, and place of the meeting, and at that meeting, the Members who are present in person or represented by proxy or ballot shall constitute a quorum, except as otherwise provided in the Declaration or the Articles. No such subsequent meeting may be held more than forty-five (45) days after preceding meeting at which a quorum was not present.

3.19 Cumulative Voting Not Permitted. Cumulative voting by Members in the election of Directors is prohibited.

3.20 Order of Business. Unless otherwise changed by resolution of the Board or the Members, the order of business at any meeting of Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) election of Directors, if applicable; (d) report of finances; and (e) any other Association business.

3.21 Expenses of Meetings. The Association shall bear the reasonable and customary expenses of all annual, regular, and special meetings of the Members.

3.22 Waiver of Notice. A Member may waive any notice required by the Acts or by these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. A waiver shall be in writing, signed by the Member entitled to the notice, and delivered to the Association for inclusion in the minutes or filing with the corporate records. The delivery and filing required above may not be conditions of the effectiveness of the waiver. A Member's attendance at a meeting (a) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

3.23 Member Contact Information. Members are responsible for providing the Association, through the Board or manager, if any, with the Members' current contact information, including mailing addresses, emails, and phone numbers.

## ARTICLE IV BOARD OF DIRECTORS

4.01 General Powers. The property, affairs, and business of the Association shall be managed by its Board. The Board may exercise all of the powers of the Association, whether derived from law or the Articles, except such powers as are by law, by the Articles, by these Bylaws, or by the Declaration vested solely in the Members. The Board may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.

4.02 Special Powers and Duties of the Board. Without limiting the foregoing statement of general powers and duties of the Board or the powers and duties of the Board in the Declaration, the Board shall be vested with the following specific powers and duties:

(a) Assessments. The duty to fix and levy assessments, special assessments, and all other assessments upon the Members of the Association as provided in the Declaration, and to enforce the payment of delinquent assessments as provided in the Declaration.

(b) Insurance. The duty to contract and pay premiums for fire, casualty, liability, and other insurance in accordance with the Declaration.

(c) Common Areas and Facilities. The duty to manage and care for the Common Areas and Facilities, to employ personnel necessary for the care and operation of the Common Areas and Facilities, and to contract and pay for necessary or desirable improvements on property acquired by the Association in accordance with the Declaration.

(d) Agents and Employees. The power to select, appoint, and remove all officers, agents, and employees of the Association and to prescribe such powers and duties for them as may be consistent with law, the Declaration, the Articles, and these Bylaws.

(e) Borrowing. The power, with the approval of at least two-thirds (2/3) of the Members, to borrow money and to incur indebtedness for the purpose of the Association and to cause to be executed and delivered therefor, in the Association's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt, and securities therefor.

(f) Enforcement. The power to enforce the Governing Documents and agreements of the Association.

(g) Delegation of Powers. The power to delegate its powers according to law.

(h) Rules. The power to adopt such rules with respect to the interpretation and implementation of the Declaration, use of Common Areas and Facilities, and use of any property within the Property, including Living Units, and to impose fines and penalties for violations of the rules; provided, however, that such rules shall be enforceable only to the extent that they are consistent with the Declaration, the Articles, these Bylaws, and the Condominium Act.

(i) Emergency Powers. The right to exercise such emergency powers provided for in the Acts.

4.03 Number, Tenure, and Qualifications. The number of Directors shall be five (5), seven (7) or nine (9). As of the date of recording this Declaration, there are nine (9) Directors. At each annual meeting, the Members shall elect for terms of three (3) years each the appropriate number of Directors to fill all vacancies created by expiring terms of Directors. All Directors shall be Members of the Association. The number of Directors may be changed to five (5), seven (7), or nine (9), by the affirmative vote of the votes entitled to be cast by the Members present in person, by ballot, or by proxy, at a meeting at which a quorum was initially present.

4.04 Regular Meetings. The regular annual meeting of the Board shall be held, without other notice than this Section 4.04, immediately after, and at the same place as, the annual meeting of the Members. The Board may provide by resolution the time and place for holding of additional regular meetings without other notice than such resolution.

4.05 Special Meetings. Special meetings of the Board may be called by or at the request of any Director. The person or persons authorized to call special meetings of the Board may fix any place, within or without the State of Utah, as the place for holding any special meeting of the Board called by such person or persons. Any special meeting of the Board not regularly scheduled under Section 4.04 shall require the same notice as Section 4.16.

4.06 Quorum and Manner of Acting. A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board. The Directors shall act only as a Board, and individual Directors shall have no powers as such.

4.07 Compensation. No Director shall receive compensation for any services that the Director may render to the Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in performance of the Director's duties as a Director to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in the Director's capacity as a Director.

4.08 Resignation and Removal. A Director may resign at any time by delivering a written resignation to either the president or the Board. Board acceptance is unnecessary for a resignation to be effective. A person who resigns may deliver to the Division a statement that contains the person's name, the Association's name, information sufficient to identify the report or other document on file with the Division in which the person is named as a Director, and the date on which the person ceased to be a Director. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed at any time, for or without cause, by the affirmative vote of at least seventy-five percent (75%) of the Total Votes of the Association at a special meeting of the Members duly called for such purpose. Any Director who shall be absent from three (3) consecutive Board meetings shall be automatically removed from the Board unless determined otherwise by the other Directors.

4.09 Vacancies and Newly Created Directorships. If vacancies shall occur in the Board by reason of the death, resignation, or disqualification of a Director or if the authorized number of Directors shall be increased, the Directors then in office shall continue to act, and such vacancies or newly created Directorships shall be filled by a vote of the Directors then in office, though less than a quorum, in any way approved by such Directors at the meeting. Any vacancy in the Board occurring by reason of removal of a Director by the Members may be filled by election at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of the predecessor or for the term of the newly created Directorship, as the case may be.

4.10 Informal Action by Board. Any action that is required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Directors.

4.11 Qualifications of Board Members. A Director must be a natural person at least eighteen (18) years of age and an Owner of a Unit within the Property or, if the Owner of any such Unit is a partnership, corporation, or limited liability company, a designated representative of the partnership, corporation, or limited liability company. If a Director conveys or transfers title to the Director's Unit, or if a Director who is a designated representative of a partnership, corporation, or limited liability company ceases to be a designated representative, or if the partnership, corporation, or limited liability company conveys or transfers title to its Unit, the Director's term as Director shall automatically terminate, and a new Director shall be selected as soon as possible to take the terminated Director's place. The Association may, through the Governing Documents or the Board's internal procedures, disqualify an individual from serving as a management committee member because the individual has been convicted of a felony or is a sex offender.

4.12 Board Action to Enforce Governing Documents. The Board shall use its reasonable judgment to determine whether to exercise the Association's powers to impose sanctions or pursue legal action for a violation of the Governing Documents, including whether to compromise a claim made by or against the Board or the Association and whether to pursue a claim for an unpaid assessment. The Association may not be required to take enforcement action if the Board determines, after fair review and acting in good faith and without conflict of interest, that under the particular circumstances: (a) the Association's legal position does not justify taking any or further enforcement action; (b) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (c) a technical violation has or may have occurred and the violation is not material as to a reasonable person or does not justify expending the Association's resources; or (d) it is not in the Association's best interests to pursue an enforcement action, based upon hardship, expense, or other reasonable criteria. If the Board decides under this Section to forego enforcement, the Association is not prevented from later taking enforcement action. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. This Section does not govern whether the Association's action in enforcing a provision of the Governing Documents constitutes a waiver or modification of that provision.

4.13 Conflicting Interest Transactions. To avoid conflicting interest transactions, the following procedure shall apply:

(a) A Director is a “conflicted Director” if the Director proposes (i) to accept a gift from a vendor or service provider to the Association; or (ii) to enter into a contract to procure goods or services of any kind or of any value from a vendor or service provider in which that Director has a financial, professional, employment, or family relationship.

(b) A conflicted Director may not accept a gift from a vendor or service provider to the Association unless (i) the conflicted Director has disclosed to the Board the prospective donor, the nature of the gift, and the value of the gift; and (ii) the Board has authorized the receipt of the gift.

(c) The Board may not enter into a contract to procure for the Association goods or services of any kind or of any value from a vendor or service provider involving a conflicted Director unless the Board has approved the transaction.

(d) The Board may authorize the receipt of a gift by a conflicted Director or a transaction involving a conflicted Director by a vote of a majority of disinterested Director at a meeting of the Board where a quorum is present.

(e) A conflicted Director may be counted towards establishing a quorum for a meeting of the Board in which a decision to authorize the gift or the transaction is made, but the conflicted Director may not vote on the motion to authorize the gift or transaction.

(f) The Board may authorize the receipt of a gift by a conflicted Director or a transaction involving a conflicted Director if the Board has determined that: (i) in the case of a gift, the gift is of such a nature and value that it would not reasonably be expected to cause the donor to exert an influence over the conflicted Director’s judgment in voting on matters affecting the Association; or (ii) in the case of a transaction for goods or services, the transaction is fair to the Association.

**4.14 Open Board Meetings/Member Right to Participate.** Except as provided in Section 4.15, a Board meeting, whether in person or by means of electronic communication, at which the Board can take binding action shall be open to each Member or the Member’s representative if the representative is designated in writing. At each meeting, the Board shall provide each Member a reasonable opportunity to offer comments. The Board may limit the time for comments. A Director may not avoid or obstruct the requirements of this Section. However, nothing in this Section shall affect the validity or enforceability of an action of the Board.

**4.15 Closed Meetings.** The Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual’s reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Directors, it is determined that a Director has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Directors may exclude the offending Director from any closed meetings at which that Confidential Matter is addressed and may create a committee to handle the Confidential Matter and exclude the offending Director from that committee.

4.16 Notice to Directors of Board Meetings. In the case of all meetings of the Board for which notice is required by these Bylaws, notice stating the place, day, and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery as set forth in Section 11.08), by mail, fax, electronic means, telephone, or personally, by or at the direction of the persons calling the meeting, to each Director. If by telephone such notice shall be deemed to be effective when given by telephone to the Director. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Director or some person who appears competent and mature at the Director's home or business address as either appears on the records of the Association. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice to the Director or any waiver of notice of such meeting.

4.17 Notice to Members of Board Meetings. At least forty-eight (48) hours before an open Board meeting (plus any time added to effectuate delivery under Section 11.08), the Association shall give written notice of the meeting via email to each Member who requests notice of a meeting, unless: (a) notice of the meeting is included in a meeting schedule that was previously provided to the Member; or (b) the meeting is to address an emergency and each Director receives notice (receipt deemed effective as set forth in Section 11.08) of the meeting less than forty-eight (48) hours before the meeting. The notice to the Members shall: (a) be delivered to the Member by email, to the email address that the Member provides to the Board or the Association (or via mail if requested in writing by the Member); (b) state the time and date of the meeting; (c) state the location of the meeting; and (d) if a Director may participate by means of electronic communication, provide the information necessary to allow the Member to participate by the available means of electronic communication.

4.18 Proxies. For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Director is considered to be present at a meeting and to vote if the Director has granted a signed written proxy: (a) to another Director who is present at the meeting, (b) authorizing the other Director to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Section 4.18, Directors may not vote or otherwise act by proxy.

4.19 Telecommunications. The Board may permit any Director to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Directors participating may hear each other during the meeting. A Director participating in such a meeting is considered to be present in person at the meeting. If a Director wants to participate in a Board meeting by electronic communication, the Board shall

provide the information necessary to allow the Members entitled to notice of the Board meeting under 4.17 to participate by the available electronic means.

4.20 Adjournment of Board Meetings. Whether or not a quorum is present, the Directors present in person or represented by proxy at any meeting of the Board may adjourn the meeting without notice other than by an announcement at the meeting to a different date that is not more than thirty (30) days after the date of the original meeting. At any adjourned meeting that is held without notice other than an announcement at the preceding meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted that could have been transacted at the meeting as originally called.

4.21 Officers at Board Meetings. The president shall act as chairman, and the Board shall appoint a secretary to act at all meetings of the Board.

4.22 Waiver of Notice. A Director may waive any notice of a Board meeting before or after the time and date stated in the notice. If a Director may waive notice in writing, and if the Director does, the waiver shall be signed by the Director and delivered to the Association for filing with the corporate records. A written waiver may be communicated by electronic transmission, and the effectiveness of a written waiver may not be conditioned on the delivery and filing of the waiver. A Director's attendance at or participation in a meeting waives any required notice to that Director of the meeting unless (a) at the beginning of the meeting or promptly upon the Director's later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice; and (b) after objecting, the Director does not vote for or assent to action taken at the meeting.

4.23 Expenses of Board Meetings. The Association shall bear the reasonable and customary expenses of all regular and special meetings of the Board.

## ARTICLE V OFFICERS

5.01 Officers. The officers of the Association shall be a president, vice president, secretary, treasurer, and such other officers as may from time-to-time be appointed by the Board.

5.02 Election, Tenure, and Qualifications. The offices of the Association shall be chosen by the Board annually at the regular annual meeting of the Board. In the event of failure to choose officers at such regular annual meeting of the Board, officers may be chosen at any regular or special meeting of the Board. Each such officer (whether chosen at a regular annual meeting of the Board or otherwise) shall hold office until the next ensuing regular annual meeting of the Board and until a successor shall have been chosen and qualified, or until death, resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any one (1) person may hold any two (2) or more of such offices, except that the president may not also be the secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one office. The president, vice president, secretary, and treasurer shall be and remain Directors during the entire term of their respective offices. No other officers need be a Director.

5.03 **Subordinate Officers.** The Board may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. The Board may from time-to-time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Members or Directors of the Association.

5.04 **Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to the president or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board at any time, for or without cause.

5.05 **Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board at any regular or special meeting.

5.06 **The President.** The president shall preside at meetings of the Board and at meetings of the Members. The president shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things that the Board may require of him.

5.07 **The Vice President.** The vice president shall act in the place and stead of the president in the event of the president's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. Unless provided otherwise in a resolution of the Board, the vice president shall become the president the following term.

5.08 **The Secretary.** The secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Board. The secretary shall perform such other duties as the Board may require of. The secretary's duties may be delegated to the Association's manager, if any.

5.09 **The Treasurer.** The treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board, and shall, when requested by the president to do so, report the state of the finances of the Association at each annual meeting of the Members and at any meeting of the Board. The treasurer shall perform such other duties as the Board may require. The treasurer's duties may be delegated to the Association's manager, if any.

5.10 **Compensation.** No officer shall receive compensation for any services that the officer may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of the officer's duties as an officer to the extent such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in the capacity of an officer.

5.11 Bonds. The Association may pay for fidelity bonds covering officers or other persons handling funds of the Association as provided for in the Declaration. The Association shall pay the premiums for any such bonds acquired.

## ARTICLE VI COMMITTEES

6.01 Designation of Committees. The president may, from time to time, recommend to the Board the designation of committees and members to be appointed thereto. Based on said recommendation, the Board may by resolution designate such committees as deemed appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Director. No committee member shall receive compensation for services that the committee member may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of the committee member's duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in the capacity of a committee member.

6.02 Proceedings of Committees. Each committee designated hereunder by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

6.03 Quorum and Manner of Action. At each meeting of any committee designated hereunder by the Board, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

6.04 Resignation and Removal. Any member of any committee designated hereunder by the Board may resign at any time by delivering a written resignation to the president, the Board, or the presiding officer of the committee of which said person is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.05 Vacancies. If any vacancy shall occur in any committee designated by the Board hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board.

6.06 General Provisions Applicable to Committees. The designation and appointment of any committee and the delegation thereto of authority shall not operate to relieve the Board, or any

individual Director, of any responsibility imposed upon it or him by law. The provisions of these Bylaws with respect to notice of meeting, waiver of notice, quorums, adjournments, vote required, and action by consent applicable to meetings of the Board shall not be applicable to meetings of committees of the Board.

## ARTICLE VII INDEMNIFICATION

**7.01 Indemnification: Third Party Actions.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that said person is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by said person in connection with such action, suit, or proceeding, if said person acted in good faith and in a manner said person reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe said person's conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that said person's conduct was unlawful.

**7.02 Indemnification: Association Actions.** The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that the person is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorney fees) actually and reasonably incurred by said person in connection with the defense or settlement of such action or suit, if said person acted in good faith and in a manner said person reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of said person's duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

**7.03 Determinations.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 7.01 or 7.02 hereof, or in defense of any claim, issue, or matter therein, the person shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by said person in connection

therewith. Any other indemnification under Sections 7.01 or 7.02 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because said person has met the applicable standard of conduct set forth respectively in Sections 7.01 or 7.02 hereof. Such determination shall be made either (a) by the Board by a majority vote of disinterested Directors or (b) by independent legal counsel in a written opinion, or (c) by the Members by the affirmative vote of at least fifty percent (50%) of the Total Votes of the Association at any meeting duly called for such purpose.

**7.04 Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that said person is entitled to be indemnified by the Association as authorized by this Article or otherwise.

**7.05 Scope of Indemnification.** The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Articles, Bylaws, agreements, vote of disinterested Directors, or otherwise, both as to action in its official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Directors, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Directors, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

**7.06 Insurance.** The Association shall purchase and maintain insurance on behalf of any person who was or is a Director, officer, employee, or agent or was or is serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity, or enterprise (whether for profit or not for profit), as may be required by the Declaration.

**7.07 Payments and Premiums.** All indemnification payments made, and all insurance premiums for insurance maintained pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

## ARTICLE VIII FISCAL YEAR

**8.01 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December next following.

## ARTICLE IX RULES AND REGULATIONS

9.01 Rules and Regulations. The Board may adopt, amend, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the Association that are not inconsistent with this Declaration or the Condominium Act. Except in the case of imminent risk of harm to Common Areas and Facilities, Limited Common Areas, an Owner, or a Unit, the Board shall give at least fifteen (15) days advance notice of the date and time the Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding, or changing the procedures for enforcing rules and design criteria. The Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration.

## ARTICLE X AMENDMENTS

10.01 Amendments. Except as otherwise provided by law, by the Articles, by the Declaration, or by these Bylaws, these Bylaws may be amended, altered, or repealed and new Bylaws may be made and adopted by the Members upon the affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, altered, repealed, or new bylaw, (b) the number of votes cast in favor of such action, and (c) the Total Votes of the Association, shall have been executed and verified by the current president.

## ARTICLE XI MISCELLANEOUS

11.01 Compensation of Agents and Employees. Agents and employees may receive such reasonable compensation as may be approved by the Board. Appointment of a person as an agent or employee shall not, in itself, create any right to compensation. Compensation of Directors is addressed in Section 4.07 and compensation of officers is addressed in Section 5.10.

### 11.02 Books and Records.

(a) The Association shall keep as permanent records: (i) minutes of all meetings of its Members and Board; (ii) a record of all actions taken by the Members or Board without a meeting; (iii) a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association; (iv) a record of all waivers of notices of meetings of Members and of the Board or any committee of the Board; and (v) the Governing Documents.

(b) The Association shall maintain appropriate accounting records.

(c) The Association or its agent shall maintain a record of its Members in a form that permits preparation of a list of the name and address of all Members in alphabetical order and showing the number of votes each Member is entitled to vote.

(d) The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(e) The Association shall keep a copy of each of the following records at its principal office: (i) the Governing Documents; (ii) resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members; (iii) the minutes of all Member meetings for a period of three (3) years; (iv) records of all actions taken by Members without a meeting for a period of three (3) years; (v) all written communications to Members generally as Members for a period of three (3) years; (vi) a list of the names and business or home addresses of the Association's current Directors and officers; (vii) a copy of the Association's most recent annual report filed with the Division; (viii) all financial statements prepared for periods ending during the last three (3) years; (ix) the minutes of all Board meetings for the previous three (3) calendar years; (x) the most recent annual budget and financial report; (xi) the most recent reserve analysis; (xii) the Association's certificate of insurance for each insurance policy the Association holds; (xiii) a profit and loss statement for the previous three (3) fiscal years; and (xiv) a balance sheet for the previous three (3) fiscal years.

(f) If the Association has an active website, the Association shall make the following documents available to Members, free of charge, through the website: (i) the Governing Documents, (ii) the most recent approved minutes, and (iii) the most recent budget and financial statement. If the Association does not have an active website, the Association shall make physical copies of such documents available to Members during regular business hours at the Association's address registered with the Utah Department of Commerce.

#### 11.03 Inspection of Records.

(a) A Director or Member is entitled to inspect and copy any of the records of the Association described in Subsection 11.02(e): (i) during regular business hours; (ii) at the Association's principal office; and (iii) if the Director or Member gives the Association written demand at least five (5) business days before the date on which the Member wishes to inspect and copy the records.

(b) In addition to the rights in Subsection 11.03(a), a Director or Member is entitled to inspect and copy any of the other records of the Association described in Section 11.02: (i) during regular business hours; (ii) at a reasonable location specified by the Association; and (iii) at least five (5) business days before the date on which the Member wishes to inspect and copy the records, if the Director or Member: (i) meets the requirements of Subsection 11.03(c); and (ii) gives the Association written demand.

(c) A Director or Member may inspect and copy the records described in Subsection 11.03(b) only if: (i) the demand is made in good faith and for a proper purpose, (ii) the Director or Member describes with reasonable particularity the purpose and the records the Director or Member desires to inspect, and (iii) the records are directly connected with the described purpose.

(d) Notwithstanding the definition of "Member" in Section 3.01, for purposes of this Section only, a "Member" includes: (i) a beneficial owner whose membership interest is held in a

voting trust and (ii) any other beneficial owner of a membership interest who establishes beneficial ownership. "Proper purpose" means a purpose reasonably related to the demanding Member's or Director's interest as a Member or Director.

(e) The right of inspection granted by this Section may not be abolished or limited by the Articles or these Bylaws.

(f) This Section does not affect: (i) the right of a Director or Member to inspect records relating to ballots, (ii) the right of a Member to inspect records to the same extent as any other litigant if the Member is in litigation with the Association, or (c) the power of a court, independent of this Article XI, to compel the production of corporate records for examination.

(g) A Director or Member may not use any information obtained through the inspection or copying of records permitted by Subsection 11.03(b) for any purposes other than those set forth in the demand made under Subsection 11.03(c).

(h) The Association may redact the following information from any document the Association produces for inspection or copying: (i) a Social Security number, (ii) a bank account number, or (iii) any communication subject to attorney-client privilege.

(i) In a written request to inspect or copy documents:

- (i) a Member shall include:
  - (A) the Association's name;
  - (B) the Member's name, property address, and email address;
  - (C) a description of the documents requested; and
  - (D) any election or request described in Subsection (ii).
- (ii) a Member may:
  - (A) elect whether to inspect or copy the documents;
  - (B) if the Member elects to copy the documents, request hard copies or electronic scans of the documents; or
  - (C) subject to Subsection 11.03(j), request that:
    - (1) the Association make the copies or electronic scans of the requested documents;
    - (2) a recognized third-party duplicating service make the copies or electronic scans of the requested documents;
    - (3) the Member be allowed to bring any necessary imaging equipment to the place of inspection and make copies or electronic scans of the documents while inspecting the documents; or
    - (4) the Association email the requested documents to an email address provided in the request.

(j) If the Association produces the copies or electronic scans, the copies or electronic scans shall be legible and accurate, and the Member shall pay the Association the reasonable cost

of the copies or electronic scans and for the time spent meeting with the Member, which may not exceed (a) the actual cost that the Association paid to a recognized third-party duplicating service to make the copies, or (b) if an employee, manager, or other agent of the Association makes the copies, ten cents (\$.10) per page and twenty dollars (\$20.00) per hour for the employee's, manager's, or other agent's time making the copies. The Association may not charge the Member for any costs associated with fulfilling a request for electronic transmission of the documents described in Subsection (i). If a Member requests a recognized third-party duplicating service make the copies, the Association shall arrange for the delivery and pick up of the original documents, and the Member shall pay the duplicating service directly. If a Member requests to bring imaging equipment to the inspection, the Association shall provide the necessary space, light, and power for the imaging equipment. The Association may fulfill the request described in Subsection (i) by posting the documents described in Subsection (i) to the Association's website or online Owner portal, if any.

(k) Subject to Subsection 11.03(l), if in response to a Member's request to inspect or copy documents, the Association fails to comply with a provision of this Section, the Association shall pay:

- (i) the reasonable costs of inspecting and copying the requested documents;
- (ii) for the Governing Documents, the most recent approved, minutes, and the most recent budget and financial statement, Twenty-Five Dollars (\$25.00) to the Member who made the request for each day the request continues unfulfilled, beginning the sixth (6th) day after the day on which the Member made the request; and
- (iii) reasonable attorney fees and costs incurred by the Member in obtaining the inspection and copies of the requested documents.

(l) The Association is not liable for identifying or providing a document in error if the Association identified or provided the erroneous document in good faith.

**11.04 Scope of Inspection Right.** A Director's or Member's agent or attorney has the same inspection and copying rights as the Director or Member. The Association may comply with a Director's or Member's demand to inspect the record of Members under Subsection 11.02(c) by furnishing to the Director or Member a list of Directors or Members that complies with Subsection 11.02(c) and is compiled no earlier than the date of the Director's or Member's demand. Without consent of the Board, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a Member's interest as a Member. Concerning financial statements, by no later than fifteen (15) days after the day on which the Association receives a written request of any Member (receipt by the Association deemed effective as set forth in Section 11.08), the Association shall mail to the Member the following that show in reasonable detail the assets and liabilities and results of the operations of the Association: (a) the Association's most recent annual financial statements, if any; and (b) the Association's most recently published financial statements, if any.

**11.05 Statement of Account.** Upon written request of a Member and payment of Twenty-Five Dollars (\$25.00) (or a higher reasonable fee if allowed by the Condominium Act), the Association shall give, within ten (10) days after receiving the request (receipt by the Association deemed effective as set forth in Section 11.08), a written statement indicating any unpaid

assessment with respect to the Member's Unit. The written statement is binding on the Association and any other Owners of the Unit in favor of any person who relies on the statement in good faith.

11.06 Annual Reports. The Association shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

11.07 Right to Inspect. Notwithstanding the other provisions of this Article XI, unless otherwise provided in these Bylaws, a right of a Member to inspect or receive information from the Association applies only to a Member of the Association or that Member's agent.

11.08 Manner of Giving Notice. The Association may provide notice to Members orally or by electronic means, including text message, email, or the Association's website, except that a Member may, by written demand, require the Association to provide notice to that Member by mail. Any notice required to be given shall be deemed effective and received upon the earlier to occur of the following:

(a) When sent by facsimile, notice is effective and deemed received when the sender receives a facsimile acknowledgment confirming delivery of the facsimile.

(b) When mailed by first-class mail and addressed to the most recent address of the recipient according to Association's records, notice is effective and deemed received at the earliest of the following: (i) when received, (ii) six (6) days after it is mailed, or (iii) on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

(c) When sent via electronic means such as an e-mail, text message, or similar electronic communication, notice is effective and deemed received within twenty-four (24) hours of being sent and a rejection or undeliverable notice is not received by the sender.

(d) When posted on the Association's website, notice is effective and deemed received seventy-two (72) hours after it was posted.

(e) When hand delivered, notice is effective and deemed received d immediately when delivered.

(f) When notice is given orally, notice is effective and deemed received when communicated.

(g) When delivered by other means, notice is effective and deemed received upon such circumstances and conditions as are reasonably calculated to give notice to the Member.

*[signatures on following page]*

## **CERTIFICATE OF PRESIDENT**

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting President of Ridgepoint Association at Deer Valley, a Utah nonprofit corporation ("Association");
2. 71% votes were cast in favor of these Bylaws;
3. The Total Votes of the Association is 100%; and
4. The foregoing Bylaws constitute the Bylaws of the Association duly adopted by the affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association ~~at a meeting held on \_\_\_\_\_, 2025.~~

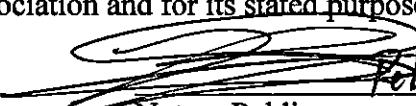
IN WITNESS WHEREOF, I have hereunto subscribed my hand this 29<sup>th</sup> day of July, 2025.

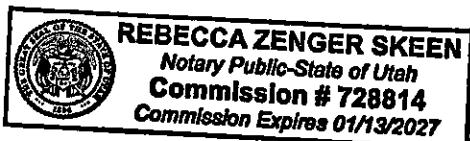
**RIDGEPOINT ASSOCIATION AT DEER VALLEY,**  
a Utah nonprofit corporation

By: Lee Porter  
Its: President

STATE OF UTAH )  
COUNTY OF Summit ) :ss.

On this 29 day of July, 2025, personally appeared before me Lee Porter, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the President of Ridgepoint Association at Deer Valley, a Utah nonprofit corporation, and that the foregoing document was signed by him/her on behalf of the Association by authority of its Bylaws, Declaration, or resolution of the Board, and he/she acknowledged before me that he/she executed the document on behalf of the Association and for its stated purpose.

  
Rebecca Zenger Skeen  
Notary Public



**Exhibit D**  
**(Map)**







**Exhibit E**  
**(Percentage Ownership)<sup>1</sup>**

Unit Number	Square Footage	Undivided Ownership Interests	
		Percentage	Votes
101	2184	3.10	310
102	1594	2.29	229
103	1594	2.29	229
104	2184	3.10	310
105	2184	3.10	310
106	1594	2.29	229
107	1576	2.29	229
108	1576	2.29	229
109	2184	3.10	310
110	2184	3.10	310
111	1576	2.29	229
112	1576	2.29	229
113	1594	2.29	229
114	2184	3.10	310
115	2184	3.10	310
116	1594	2.29	229
117	1576	2.29	229
118	1576	2.29	229
119	2184	3.10	310
120	2184	3.10	310
121	1576	2.29	229
122	1576	2.29	229
123	1594	2.29	229
124	2184	3.10	310
125	2184	3.10	310
126	1576	2.29	229
127	1594	2.29	229
128	2184	3.10	310
129	2184	3.10	310
130	1594	2.29	229
131	1576	2.29	229
132	1576	2.29	229
133	2184	3.10	310
134	2184	3.10	310
135	1594	2.29	229
136	1576	2.29	229
137	1576	2.29	229
138	2184	3.10	310

<sup>1</sup> The square footage and the undivided ownership interests percentage are on file in the Office of the Recorder of Summit County, State of Utah. The total undivided ownership interest percentage equals 99.98% but it has been rounded to 100%.

**Exhibit F**  
**(Principal Materials Used in Construction)**

Construction is of poured concrete foundation; frame and rock exterior walls; and wood framing rock and sheet rocked interior walls.

All floors are carpeted, except kitchen and bathrooms. Each Unit contains an individual gas-fired forced warm air furnace and hot water heater. There are master meters for water and individual meters for gas and electricity.

Exhibit G  
(Instruments)

*[to be inserted prior to recording]*

## Ridgepoint at Deer Valley - Voting Results

Unit	Property Address	Ownership %	Vote - CC&Rs	Vote - Bylaws
101	7896 Ridgepoint Drive	3.10%	3.10%	3.10%
102	7902 Ridgepoint Drive	2.29%	2.29%	2.29%
103	7908 Ridgepoint Drive	2.29%		
104	7914 Ridgepoint Drive	3.10%		
105	7981 Ridgepoint Drive	3.10%	3.10%	3.10%
106	7987 Ridgepoint Drive	2.29%	2.29%	2.29%
107	7993 Ridgepoint Drive	2.29%	2.29%	2.29%
108	7999 Ridgepoint Drive	2.29%	2.29%	2.29%
109	8005 Ridgepoint Drive	3.10%	3.10%	3.10%
110	8011 Ridgepoint Drive	3.10%	3.10%	3.10%
111	8017 Ridgepoint Drive	2.29%	2.29%	2.29%
112	8023 Ridgepoint Drive	2.29%		
113	8029 Ridgepoint Drive	2.29%	2.29%	2.29%
114	8035 Ridgepoint Drive	3.10%		
115	8041 Ridgepoint Drive	3.10%	3.10%	3.10%
116	8047 Ridgepoint Drive	2.29%		
117	8046 Ridgepoint Drive	2.29%	2.29%	2.29%
118	8040 Ridgepoint Drive	2.29%	2.29%	2.29%
119	8034 Ridgepoint Drive	3.10%	3.10%	3.10%
120	8028 Ridgepoint Drive	3.10%	3.10%	3.10%
121	8022 Ridgepoint Drive	2.29%		
122	8016 Ridgepoint Drive	2.29%		
123	8010 Ridgepoint Drive	2.29%	2.29%	2.29%
124	8004 Ridgepoint Drive	3.10%	3.10%	3.10%
125	7998 Ridgepoint Drive	3.10%		
126	7992 Ridgepoint Drive	2.29%	2.29%	2.29%
127	7986 Ridgepoint Drive	2.29%	2.29%	2.29%
128	7980 Ridgepoint Drive	3.10%	3.10%	3.10%
129	7974 Ridgepoint Drive	3.10%		
130	7968 Ridgepoint Drive	2.29%	2.29%	2.29%
131	7962 Ridgepoint Drive	2.29%	2.29%	2.29%
132	7956 Ridgepoint Drive	2.29%	2.29%	2.29%
133	7950 Ridgepoint Drive	3.10%	3.10%	3.10%
134	7944 Ridgepoint Drive	3.10%	3.10%	3.10%
135	7938 Ridgepoint Drive	2.29%	2.29%	2.29%
136	7932 Ridgepoint Drive	2.29%	2.29%	2.29%
137	7926 Ridgepoint Drive	2.29%		
138	7920 Ridgepoint Drive	3.10%	0.00%	0.00%
TOTAL		70.74%		70.74%
# needed to pass		66.67%		51.00%