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Amended and Restated Declaration of Condominium for

# SPRINGTREE<sup>®</sup>

A Prowswood Open Space Community Condominium

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This Amended and Restated Declaration of Condominium for Springtree ("Declaration") is made on the date executed below by the Board of Directors after being approved by at least 67% of the undivided ownership interests in the Common Areas and shall become effective when recorded with the Salt Lake County Recorder.

## **Recitals**

1. Springtree is a condominium project located in Murray City, Salt Lake County, Utah.
2. Springtree was made subject to and continues to be governed by the Utah Condominium Ownership Act (Utah Code Ann. 57-8-1, *et seq.*), as amended from time to time.
3. Springtree was made subject to that certain instrument entitled "Declaration of Restrictive Covenants" recorded November 17, 1977, as Entry Number 3025324, in the Salt Lake County Recorder's Office ("Original Declaration").
4. The Original Declaration was amended by that certain instrument entitled "Amendment to Declaration of Condominium of the Springtree Condominium Project" recorded March 11, 2002, as Entry Number 8172652, in the Salt Lake County Recorder's Office.
5. Now, after 38 years, the Springtree Homeowners Association, Inc. ("Association") desires to update the Original Declaration to bring it current with applicable laws and regulations, to improve the ability to operate and govern the Association and the Springtree Condominium project ("Project") more efficiently and effectively, and to better enhance and protect property values.
6. Therefore, this "Amended and Restated Declaration of Condominium for Springtree" ("Declaration") will completely amend and replace the Original Declaration and any amendments thereto, except as provided in Article 12.
7. Article III, Section 27 of the Original Declaration provides that it can be amended with the approval of at least 67% of the undivided ownership interests in the Common Areas.
8. At least 67% of the undivided ownership interests in the Common Areas have approved this Declaration.
9. It is intended that the Owners, Occupants, Mortgagees, and all other Persons hereafter acquiring any interest in the Project, shall at all times enjoy the benefits of, and shall hold their interests subject to this Declaration, which is recorded in furtherance of establishing a general plan of condominium ownership for the Project, and for the establishing policies for the use, occupancy, management, and enjoyment thereof.

## **Declaration**

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following covenants, conditions, restrictions, and easements shall apply to and be binding on the Project:

### **1 Definitions**

Capitalized terms used in the Governing Documents (including Recitals) have the following meanings:

#### **1.1 Allocated Interest**

"Allocated Interest" means the undivided percentage of ownership interests in the Common Areas as provided in Exhibit B hereto and incorporated herein by reference. The Allocated Interest is also used to determine the Common Expense liability for each Unit, and the voting percentage allocated to each Unit.

## **1.2 Articles**

"Articles" mean the Articles of Incorporation for the Springtree Homeowners Association, Inc. It is intended that the Association be a Utah nonprofit corporation.

## **1.3 Assessment**

"Assessment" means any charge imposed or levied by the Association against an Owner and/or Unit, and all corresponding late fees, fines, and interest, as further provided in this Declaration.

## **1.4 Association**

"Association" means the Springtree Homeowners Association, Inc. The Association is incorporated as a Utah nonprofit corporation.

## **1.5 Board**

"Board" means the Board of Directors of the Association. The Board governs the property, business, and affairs of the Association. Board has the same meaning as "Management Committee" does under the Condominium Act.

## **1.6 Bylaws**

"Bylaws" means the bylaws adopted by the Association at any given time for the purpose of establishing the authorities and controls for the operation, management, and administration of the Association. The Bylaws are attached to this document as Exhibit C.

## **1.7 Common Areas**

"Common Areas" mean:

### **1.7.1**

The land included within the Project;

### **1.7.2**

The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways and entrances and exits of buildings;

### **1.7.3**

Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating;

### **1.7.4**

Tanks, pumps, motors, fans, compressors, ducts and all apparatus and installations existing for common use;

### **1.7.5**

Such community and commercial facilities as may be provided for in the Declaration;

### **1.7.6**

Clubhouse, Community Garbage Bin Shed, Maintenance Building, swimming pool, dressing rooms, ponds and roads;

### **1.7.7**

All other parts of the Project not specifically included in the Units; and

### **1.7.8**

All other parts of the Project necessary or convenient to its existence, maintenance, safety or normally in common use.

## **1.8 Common Expenses**

"Common Expenses" mean:

### **1.8.1**

All sums spent to administer, maintain, repair, or replace the Common Areas;

### **1.8.2**

Expenses agreed upon as expenses by a majority of the Owners or the Board;

**1.8.3**

Expenses authorized by the Governing Documents or the Condominium Act as common expenses;

**1.8.4**

Any other expenses necessary for the common benefit of the Owners.

**1.9 Condominium Act**

“Condominium Act” shall mean the Utah Condominium Ownership Act codified beginning at §57-8-1, Utah Code Annotated, as the same may be amended from time to time.

**1.10 Declaration**

“Declaration” means this Amended and Restated Declaration, as voted and amended, supplemented, or restated by Owners from time to time.

**1.11 Director**

“Director” means a duly qualified and elected or appointed member of the Board.

**1.12 Eligible Mortgagee**

“Eligible Mortgagee” means a first mortgagee that has made a written request for notice of certain matters from the Association in accordance with this Declaration.

**1.13 Governing Documents**

“Governing Documents” mean the Declaration, Bylaws, Articles of Incorporation, Map, and Rules.

**1.14 Limited Common Areas**

“Limited Common Areas” mean those portions of the Common Areas, as shown on the Map or designated in the Declaration, reserved for use by a certain Unit or Units to the exclusion of the other Units. Limited Common Areas include, without limitation, enclosed parking spaces, balconies, and storage areas. Conveyance of a Unit includes the use of the Limited Common Area appurtenant to the Unit.

**1.15 Manager**

“Manager” means a Person, if any, selected by the Board to manage the affairs of the Project and Association.

**1.16 Map**

“Map” means the record of survey map on file with the Salt Lake County Recorder.

**1.17 Member**

“Member” means an Owner.

**1.18 Mortgage**

“Mortgage” means any first position mortgage, trust deed, or other security instrument recorded to secure the purchase of a Unit.

**1.19 Mortgagee**

“Mortgagee” means a holder, insurer, or guarantor of a first mortgage on a Unit.

**1.20 Nonprofit Act**

“Nonprofit Act” means the Utah Revised Nonprofit Corporation Act codified beginning at §16-6a-101, Utah Code Annotated, as the same may be amended from time to time.

### **1.21 Occupant**

“Occupant” means any Person living, dwelling, or staying at the Project, except for an Owner. Occupants include, without limitation, an Owner’s tenants, guests, family members, invitees, and agents.

### **1.22 Owner**

“Owner” means the owner of the fee in a Unit together with an undivided interest in the Common Areas. According to the records of the Salt Lake County Recorder. If a Unit is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement. An Owner shall not include a Person who holds an interest in a Unit merely as security for the performance of an obligation.

### **1.23 Person**

“Person” means a natural person, corporation, partnership, association, trustee, or other legal entity.

### **1.24 Project**

“Project” means Springtree, a Prowswood Open Space Community Condominium, as shown on the Map. The Project includes the land, buildings, improvements, and structures, and permanent fixtures located thereon, and all easements and rights appurtenant thereto. Exhibit A contains the legal description for the Project.

### **1.25 Restrictions**

“Restrictions” mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

### **1.26 Rules**

“Rules” mean the rules, resolutions, policies, and/or regulations adopted by the Association through the Board.

### **1.27 Unit**

“Unit” means any of the separately numbered and individually described units now or hereafter shown on the Map and defined herein. Units are intended for independent residential use. Units include one or more rooms or spaces located in a building. Except where the context specifically requires otherwise, reference to a Unit includes reference to the Allocated Interest in the Common Areas appurtenant to such Unit. The following are part of a Unit:

#### **1.27.1**

Wallboard, lath and plaster, plasterboard, paneling, wall tile, wall paper, paint, or any other material constituting part of the finished surface of an interior, load bearing, or party wall;

#### **1.27.2**

All non-load bearing interior walls or partitions;

#### **1.27.3**

Any material constituting part of the finished surface of the floor;

#### **1.27.4**

Any material constituting part of the finished surface of the ceiling;

#### **1.27.5**

Doors, door frames, windows, window frames, interior moldings, interior and exterior door casings, and any materials necessary to attach or weatherproof such;

#### **1.27.6**

Ducts, chutes, flues, cold air returns, furnaces, air conditioning condensers, or any other heating, venting, and air conditioning apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;



**1.27.7**

Pipes, gas lines, fire suppression systems, valves, couplings, elbows, tees, escutcheons, water supply lines, water heaters, boilers, faucets, shower heads, finished plumbing fixtures, or any other plumbing apparatus or fixture serving a single Unit, whether or not located within the Unit boundaries as defined on the Map.

**1.27.8**

Cabinets, countertops, built-in shelving units, or any other finish carpentry;

**1.27.9**

Wires, conduits, junction boxes, switches, outlets, plates, electrical panels, electrical service, interior light fixtures (whether or not recessed), phone cable, data cable, audio visual cable, appliances, or any other electrical wire or apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;

**1.27.10**

Public utility lines or installations serving a single Unit, whether or not located within the Unit boundaries as defined on the Map; and

**1.27.11**

Anything inside the Unit boundaries, which can be removed without jeopardizing the structural integrity or usefulness of the remainder of the building.

**2 Submission**

The Project and the Governing Documents are hereby submitted to the Condominium Act. Furthermore, the Association and the Owners declare and agree that the Project and all of the Units shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to any valid easements of record, and the Restrictions contained in this Declaration, which shall run with the land and be binding upon and inure to the benefit of the Association, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors, and assigns.

While the Association intends to be governed by the Condominium Act, provisions therein may vary from provisions within the Declaration. In this instance, the Declaration provisions shall govern the Project to the extent allowed by the Act.

**3 Improvements**

**3.1 Description of Improvements**

The improvements included in the Project consist of a clubhouse, swimming pool, a pond, landscaping, roads, fences, a bridge, a community garbage bin shed, a maintenance building, and 104 Units in 13 buildings. The buildings are constructed with the following materials: wood frames with load and non-bearing walls studded with wood; floors composed of wood joists covered with plywood and lightweight concrete; wood truss roofs covered with plywood and asphalt shingles; siding; and stucco.

**3.2 Description of Common Areas and Limited Common Areas**

The Common Areas and Limited Common Areas are described and identified in the Declaration and shown on the Map. Neither the Allocated Interest in the Common Areas nor the exclusive use of the Limited Common Areas appurtenant to a Unit shall be separated from the Unit. Even if not specifically mentioned in the deed, the Allocated Interest in the Common Areas and exclusive use of Limited Common Areas will automatically accompany the transfer of a Unit.

**3.3 Description of Units**

The Map shows the Units, their location and dimensions from which their area may be determined. Units may be independently owned, encumbered, and conveyed. The legal description in a deed to a Unit shall substantially be stated in the following form:

*“Unit shown in the record of survey map for Springtree appearing in the records of the Salt Lake County Recorder, as Entry No. \_\_\_\_\_, Map No. \_\_\_\_\_ and as identified and described in the Amended and Restated Declaration for Springtree recorded in the Salt Lake County Recorders Office as Entry No. \_\_\_\_\_, as amended and supplemented, together with an undivided interest in and to the Common Areas appertaining to said Unit as established in said Declaration and Map. This conveyance is subject to the provisions of the Declaration, including any amendments thereto.”*

### **3.4 Contents of Exhibit B**

Exhibit B shows the following information about each Unit:

#### **3.4.1**

The Unit designation; and

#### **3.4.2**

The Allocated Interest in the Common Areas appurtenant to a Unit. To avoid a perpetual series of digits and to obtain a total of 100%, the last digit has been rounded up or down to a value that is most nearly correct.

### **3.5 Computation of Allocated Interests**

The Allocated Interest in the Common Areas has been allocated equally among all Units. In the event of partial destruction or condemnation of the Project, the Allocated Interest in the Common Areas shall be adjusted to reflect an equal Allocated Interest in the Common Areas for the remaining Units.

## **4 Easements**

### **4.1 Easement for Encroachment**

If any part of the Common Areas or Limited Common Areas encroaches on a Unit, an easement for the encroachment and for its maintenance shall exist. If any part of a Unit encroaches upon the Common Areas or Limited Common Areas, an easement for the encroachment and for its maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas, Limited Common Areas or Units. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project. In no event, however, shall a valid easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the willful conduct of such Owner occurring after the date on which this Declaration is recorded.

### **4.2 Access for Repair of Common Areas**

Some of the Common Areas may be located within the Units or can only be accessed through a Unit. The Association shall have the irrevocable right to access each Unit for maintenance, repair, or replacement of the Common Areas. The Association's right of access shall be exercised by the Board. Except for emergency repairs, access shall be gained during reasonable hours after reasonable notice is provided under the circumstances.

### **4.3 Emergency Repairs**

The Board has the right to enter a Unit at any time to make emergency repairs. An emergency repair is one that is necessary to prevent an imminent threat of damage to the Common Areas, including the Limited Common Areas, or to another Unit.

### **4.4 Right of Ingress, Egress and Enjoyment**

Each Owner has the right to ingress and egress across the Common Areas and Limited Common Areas necessary for access to his Unit. Subject to the Rules, each Owner has a right to the enjoyment of the

Common Areas. The rights described in this Section are appurtenant to and shall pass with title to the Unit. Any Owner may delegate the right and easement of use and enjoyment described herein to an Occupant.

#### **4.5 Common Facilities Located Within a Unit**

All Owners have an easement to use all pipes, wires, ducts, cables, conduits, public utility lines, structural supports and other Common Areas located within a Unit, but serving their Unit. Each Unit is subject to an easement in favor of the other Units with pipes, wires, ducts, cables, conduits, public utility lines, structural supports, and other Common Areas located within a Unit, but serving other Units.

#### **4.6 Association Easement**

The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and Limited Common Areas to perform their duties as assigned by the Governing Documents.

#### **4.7 Easement for Utility Services**

The Project is subject to a blanket easement over, across, above and under it for ingress, egress, installation, maintenance, repair and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

#### **4.8 Limitation on Easements**

An Owner's Allocated Interest, right, and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

##### **4.8.1**

The right of the Association to suspend the Owner's voting rights in the Association and the Owner's right to use any of the recreational facilities included in the Common Areas: (i) for any period during which an Assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the provisions of the Governing Documents; and (iii) for successive (sixty) 60 day periods if any such infraction is not corrected during any prior sixty (60) day suspension period.

##### **4.8.2**

The right of the Association to impose reasonable limitations on the number of Occupants per Owner or Unit who at any given time are permitted to use the Common Areas; and

##### **4.8.3**

The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across on, upon, or through the Common Areas for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal services.

### **5 Maintenance**

#### **5.1 Common Areas**

The Common Areas shall be maintained, repaired, and replaced by the Association.

#### **5.2 Limited Common Areas**

Except as otherwise provided below, the Limited Common Areas assigned to a single Unit will be maintained, repaired, and replaced by the Association if said work is the result of ordinary wear and tear. Garages shall be maintained, repaired, and replaced by the Owner. All interior portions of an individual garage (including walls and floors) and the garage doors, including its various components (motor unit, brackets, hinges, chain, openers, remotes, and so forth) shall be maintained, repaired, and replaced by the Owners of the Unit assigned the exclusive use of that garage. Owners shall keep the Limited Common Areas in a clean, well maintained, sanitary condition. All Limited Common Area maintenance, repair, and

replacement work shall be reviewed and approved by the Board in advance, subject to the same standards set forth in Section 5.3 below.

### **5.3 Units**

Owners shall maintain, repair, and replace their Unit at their cost. Such responsibility extends to all components of their Unit as defined in the Declaration, on the Map, and in the Condominium Act. Units shall be maintained so as not to detract from the appearance of the Project and to maintain the value of any other Unit. Units shall be maintained to protect and preserve the health, safety, and welfare of the other Units, Limited Common Areas, and Common Areas.

An Owner may make nonstructural alterations within the Unit. However, an Owner shall not make any structural alterations or do any exterior maintenance, repair, or replacement work, including without limitation, the exterior doors, garage doors, windows, or exterior casings without first submitting their plans showing color, style, and shapes for approval by the Association. No such work shall commence until the Board authorizes such in writing. The Board may require that such repairs or alterations, if allowed, be made in a particular manner, during certain hours, or that they comply with particular material requirements or standards. All obligations set forth herein shall be fulfilled to the standards set by the Board.

An Owner shall be liable for any and all damage and/or liability associated with any remodeling or maintenance work including damage to the Unit, another Unit, or any Common Area, or Limited Common Area. The Board may require a refundable deposit or bond be made to secure the Association before any work is commenced, and create other Rules governing Owner remodeling or maintenance work. Without prior written permission of the Board, none of the following shall occur in any remodeling: (1) any use of the Common Areas for staging, storage, assembly, or construction, (2) any nuisance, (3) any blocking of the Common Areas by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to the remodeling.

If an Owner or Occupant fails to maintain a Unit or the Limited Common Area garage, or keep clean and tidy its other appurtenant Limited Common Areas or make repairs thereto in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the attractive appearance, safety, and value of the Project, following written notice from the Association, the Association shall have the right, but not the obligation, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to take the corrective action that the Board deems necessary. Expenses incurred by the Association in taking the corrective action shall be levied against the Unit and treated as an Individual Assessment as outlined in Article 9. The Individual Assessment shall be due and payable immediately and shall be secured by the Assessment lien created in Article 9.

## **6 Membership and Association**

### **6.1 Membership**

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Unit, and shall not be separated from the Unit.

### **6.2 Voting Rights**

The weight of an Owner's vote shall be determined by the Owner's Allocated Interest in the Common Areas. Voting, unless otherwise provided herein, is governed by the Bylaws.

### **6.3 Status and Authority of Board**

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

## **6.4 Composition and Selection of Board**

The Bylaws govern how the Board is established and selected.

## **7 Use Restrictions**

### **7.1 Use of Units**

Units may be used for residential use only. Exception: home businesses are allowed as long as they do not increase traffic flow or have any exterior indication of a business. Home businesses must be licensed and comply with zoning codes. There shall be a maximum of six (6) Persons living or residing within a Unit.

### **7.2 No Obstruction of Common Areas**

Owners and Occupants shall not: (i) obstruct Common Areas; (ii) use Common Areas for their private use, unless approved by the Board; (iii) store anything in the Common Areas (except for parking, in designated parking areas, as defined in 7.9 of this document and the Rules); (iv) alter Common Areas; and (v) damage or commit waste to the Common Areas.

### **7.3 Cancellation of Insurance/Violation of Law**

Owners and Occupants shall not do or keep anything in a Unit, Limited Common Area, or Common Area which would result in the cancellation of insurance or increase in premium, or violate any law.

### **7.4 Nuisance**

No Owner or Occupant shall create, maintain, or permit a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes behavior which annoys, disturbs, or interferes with other Owners or Occupants and interferes with their right to the quiet and peaceful use and enjoyment of their property. A violation of the Governing Documents shall be deemed a nuisance. In addition, a nuisance includes, but is not limited to, the following:

#### **7.4.1**

The development of any unclean, unhealthy, unsightly, or unkempt condition on, in, around, or about a Unit, Limited Common Area, or the Common Areas;

#### **7.4.2**

The storage of any item, property, or thing that will cause any Unit, Limited Common Area, or the Common Area to appear to be in an unclean or untidy condition, that will be noxious to the senses, or flammable, explosive, or corrosive;

#### **7.4.3**

The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;

#### **7.4.4**

The storage of any substance, thing, or material upon any Unit, Limited Common Area or in the Common Areas that will emit any foul, unpleasant, or noxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, or comfort of the other Owners or Occupants at the Project;

#### **7.4.5**

The creation or maintenance of any noxious or offensive condition or activity in or about any Unit, Limited Common Area, or the Common Areas;

#### **7.4.6**

Actions or activities tending to cause embarrassment, discomfort, annoyance, distress, or a disturbance to any other Owners or Occupants, particularly if the police or sheriff must be called to restore order;

#### **7.4.7**

Maintaining any plants, animals, drugs, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous,

unsightly, unpleasant or of a nature that diminishes or destroys the enjoyment of the Project by other Owners or Occupants;

**7.4.8**

Too much noise in, on or about any Unit, Limited Common Area, or Common Area, especially after 10:00 p.m. and before 8:00 a.m.

**7.5 Rules**

Owners and Occupants shall obey the Rules created by the Board.

**7.6 Signs and Exterior Décor**

Owners and Occupants shall obey all Rules related to signage and exterior décor in and around Common Areas, Limited Common Areas, and Units created by the Board.

**7.7 Pets**

An Owner may keep up to two (2) indoor pets. Approved indoor pets are limited to: cats, birds, or fish. Except as limited below or required by law, all other types of pets and animals (including, without limitation, dogs, reptiles, amphibians, horses, livestock, and rodents) are prohibited.

**7.7.1**

Pets are prohibited in the Common Areas unless they are with their owner and either leashed or caged.

**7.7.2**

The breeding of animals and pets is strictly prohibited at the Project.

**7.7.3**

Used cat litter and pet waste must be double bagged and disposed of in the community garbage bins. Owners must keep their Units and Limited Common Areas in a sanitary condition and free from fleas, pet parasites, pet noise, noxious odors, and the like.

**7.7.4**

Any Owner found to be in violation of the pet restrictions and regulations set forth in the Governing Documents shall be subject to fines, permanent removal of pets, legal action or any other action allowed by the Governing Documents or by the Condominium Act. The enforcement actions shall be cumulative and the use of one shall not preclude the use of another.

**7.7.5**

The Board may establish other Rules adding further restrictions and regulations related to pets not inconsistent with the Declaration and all pets and their owners are subject to and shall abide by those Rules.

**7.7.6**

Pet owners shall be solely and strictly liable for the behavior and actions of their pets and shall hold the Association harmless from any and all damage, whether to a person or property, caused by their pets.

**7.7.7**

The Association shall comply with applicable FHA and ADA requirements with proper documentation and the Board shall adopt policies and procedures necessary to ensure compliance. Any animals allowed into the Project under the FHA and ADA guidelines must otherwise, unless prohibited by law, comply with Sections 7.7.1 through 7.7.6 and 7.7.8, except that the administrative set up fee discussed below shall not be required.

**7.7.8**

Owners with dogs that would violate Section 7.7 on the date this Declaration is recorded shall be allowed to keep the dogs for the duration of the dogs' lives (referred to as "Grandfathered Dogs") Once this Declaration is recorded, Owners of Grandfathered Dogs shall, within sixty (60) days, pay the Association a one-time \$25 administrative setup fee and provide the Board with information pertaining to the dog. This information shall include the dog's name, Unit number, species, breed, a markings description of the dog, and any other information deemed necessary by the Board. Once this information is received by the Board, the Board shall compile a list of Grandfathered

Dogs. Owners shall ensure that their Grandfathered Dogs are current on shots; do not engage in noises that will create a nuisance; do not defecate on Common Areas without the defecation being picked up immediately and disposed of properly; do not roam unattended, freely, or off leash in the Common Areas or Limited Common Areas; do not create damage to the Common Areas or Limited Common Areas beyond ordinary wear and tear; do not create nuisance noise and odors; and otherwise comply with the other restrictions and requirements as provided in Subsections 7.7.1 through 7.7.6. Violating Grandfathered Dogs and their owners are subject to all enforcement actions provided in Subsection 7.7.4. Grandfathered Dogs that would otherwise violate municipal code are not allowed and shall be removed immediately.

## **7.8 Vehicles**

### **7.8.1**

Each Unit has a garage to be used for the parking of vehicles.

### **7.8.2**

Other parking is subject to Association Rules. The parking of trucks larger than 1-ton, trailers, recreational vehicles (for example: campers, boats, motor homes, off-road vehicles, etc.), commercial vehicles, and similar equipment, outside of one's garage, may only be parked within the Project's designated recreational vehicle parking area and the Association may charge a fee for the use of that parking area.

### **7.8.3**

Except for emergency repairs to enable movement to a repair facility, Owners and Occupants shall not clean, repair, or restore vehicles in the Common Area.

### **7.8.4**

Vehicles parked in unauthorized areas or in violation of parking Rules may, at the owner's expense, be towed away. The Board shall be required to follow all laws regarding towing enforcement prior to towing a vehicle.

### **7.8.5**

All parking spaces shall be used for the purpose of parking operable, functioning, and licensed vehicles.

### **7.8.6**

Parking spaces shall not be used for storage.

## **7.9 Aerials, Antennas, and Satellite Dishes**

Aerials, antennas, and satellite dishes, larger than one meter in diameter, are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas or Limited Common Areas, except in those areas designated by the Board. If allowed, only one antenna or satellite dish may be installed per Unit. If an antenna or satellite dish is installed it shall be removed as soon as it is no longer in use.

## **7.10 Leases**

### **7.10.1**

As used in this Section, the term "rent" in any grammatical form includes, lease, sublet, or otherwise permit or allow others to reside therein for legal consideration payable to the Owner or to others at the Owner's request or direction, or allow others to reside therein alone for charitable purposes without the Owner in residence.

### **7.10.2**

Only 25% of the Units may be rented at any given time ("Rental Cap").

### **7.10.3**

The Rental Cap exceptions are:

- 1) Immediate Family Exception. Occupancy by the immediate family members of an Owner shall be deemed as occupancy by the Owner. As used in this Section, "immediate family members" means an Owner's spouse, child, parent, grandchild, grandparent, and sibling.

- 2) Grandfather Exception. All Owners at the time this Declaration is recorded shall be exempt from the Rental Cap and may rent their Units subject to Subsections 7.10.4 through 7.10.8 ("Grandfathered Owner"). All who become Owners after the recording of this Declaration shall be subject to the Rental Cap and all other restrictions herein.
- 3) Military Deployment Exception. The Owner, or the spouse of the Owner, who is deployed with the military.
- 4) Employment Relocation Exception. The Owner, or the spouse of the Owner, who is relocated for employment purposes for no less than two (2) years.
- 5) Trust or Entity for Estate Planning Exception. If the Owner is a trust, partnership, corporation, or other entity, the Unit shall be occupied by a principal, owner, trustee, member, and/or manager of the entity or his/her immediate family members.
- 6) Hardship Exception. Notwithstanding any of the above, an Owner may apply to the Board for a hardship waiver of any or all of the conditions of this Section upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a husband or wife or life partner of the Owner, charitable service, public service, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances. The Board of Trustees has discretion to approve an Owner's hardship application to temporarily "rent" the Owner's Unit. However, the Board of Trustees may not approve a hardship application to "rent" a Unit under this Section for a time period of more than two (2) years or if the result of granting the hardship application would put the Association's non-Owner occupied Units at greater than 35% of the total Units.

#### **7.10.4**

Prior to renting any Unit, an Owner shall apply to the Board for approval. The Board shall review the application and determine whether the rental will result in the exceeding of the Rental Cap or whether an exception applies, and whether the renting of the Unit would violate any other provisions required by this Section. The Board may adopt Rules that establish the application and approval process, the administration of a waiting list, the content or form of lease agreement, and any other Rules deemed necessary by the Board.

#### **7.10.5**

Leases shall be in writing, have a minimum term of six (6) months, and subject the tenant(s) to the Governing Documents.

#### **7.10.6**

The Owner shall provide the Association with a copy of the lease, the names of the tenants and Occupants, the contact information for the tenants and emergency contact information (in case of damage or problems within the Unit) and any other requested information within reasonable time as defined by the Board.

#### **7.10.7**

The Owner will inform the Association of any changes to leasing, tenant, emergency, and Occupant information within a reasonable time.

#### **7.10.8**

Each Owner is responsible for their tenant's compliance with the Governing Documents. Owners and tenants are jointly and severally liable to the Association for violations of the Governing Documents. No subleases or secondary leases are allowed.



### **7.11 Timeshares**

Timeshares and time-sharing of Units is prohibited. Under no circumstances shall any Unit be owned or used as a time period unit as defined by Utah Code Ann. §57-9, as amended from time to time.

### **7.12 Smoking**

The Project is a smoke-free facility. Smoking within, upon, and near the Units, Limited Common Areas, and Common Areas shall be prohibited. Owners shall inform their tenants and guests about the smoking prohibition.

### **7.13 Open Fires/Barbeques**

Fireworks, fire pits, and open fires are prohibited throughout the Project, including within the Units or on the Common Areas and Limited Common Areas. Barbeques are likewise prohibited from being placed permanently or temporarily on the decks, balconies, patios, and other areas so designated by the Board. Barbeques shall not be placed upon the Common Areas without prior approval from the Board.

### **7.14 Firearms and Projectile Weapons**

The use of knives, firearms, air-soft guns, BB guns, pellet guns, archery equipment, or any other projectile weapons, however powered, is prohibited.

### **7.15 Unit Heating**

The Owners shall heat Units to no less than fifty-degrees (50° F) at all times to prevent pipes from freezing.

### **7.16 Smoke and Carbon Monoxide Detectors**

Each Unit shall have an operable smoke and carbon monoxide detector as required by building code. The Board may, but is not required to, upon advanced notice of at least seventy-two (72) hours, enter a Unit to ensure that the Unit is in compliance with this Section.

### **7.17 Floor Load**

There shall be no floor load in excess of the weight for which the Unit or Limited Common Area balcony, patio, or deck was designed, unless specialized arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is approved in writing by the Board. This includes, without limitation, the use of waterbeds and hot tubs.

## **8 Enforcement**

### **8.1 Compliance**

Each Owner and Occupant shall comply with the provisions of the Condominium Act, the Governing Documents, and all agreements and determinations lawfully made and/or entered into by the Board or the Association acting in accordance with their authority. Failure to comply with any of the foregoing shall be grounds for an action by the Board or other aggrieved party for injunctive relief or to recover any loss or damage resulting therefrom, including costs and reasonable attorneys' fees.

### **8.2 Remedies**

Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have right to take the following actions:

#### **8.2.1**

After 15 days' notice, to enter a Unit and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an Individual Assessment against the Owner as provided in Article 9. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance;

**8.2.2**

To levy fines pursuant to procedures and in amounts adopted by the Board. The procedures shall comply with the Condominium Act;

**8.2.3**

After notice and hearing, to terminate access to and use of recreational facilities. The Board shall establish procedures for terminating utilities and access to recreational facilities, which shall comply with the Condominium Act and Governing Documents;

**8.2.4**

To suspend the voting right of the Owner. If an Owner has a delinquent Assessment balance of more than \$300 as of three (3) days before a meeting, the Association will suspend their right to vote at stated meeting;

**8.2.5**

To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners; and

**8.2.6**

To take any other action allowed by law.

**8.3 Action by Owner**

An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

**8.4 Hearings**

The Board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board procedures.

**8.5 Attorneys' Fees**

In any enforcement action initiated by the Association or an Owner, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

**9 Assessments**

**9.1 Covenant for Assessment**

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all Assessments, including without limitation, regular assessments, special assessments, emergency assessments, individual assessments, late penalties, fines, and collection costs (including attorney's fees) whether or not a lawsuit is commenced.

**9.1.1**

No Owner may exempt themselves from liability for assessments by abandonment of their Unit, failure of the Association to maintain the Common Areas, or non-use of the Common Areas.

**9.1.2**

Except for foreclosures by a higher priority lienholder, the personal obligation for up to six (6) months of unpaid Assessments, late fees, interest, and collection costs (including attorneys' fees) shall pass to the successor in title. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior Owner. The amounts set forth in the statement shall be binding upon the Association.

**9.1.3**

If an Owner loses their Unit to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid Assessments that accrued during their ownership, and late fees, interest, and collection costs (including attorney fees).

## **9.2 Annual Budget**

The Board shall prepare and approve an annual budget for the Association. The annual budget shall provide for:

### **9.2.1**

the maintenance, repair, and replacement of the Common Areas and Limited Common Areas and;

### **9.2.2**

the administration, management, operation, and reserves of the Association.

If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

## **9.3 Reserve Account/ Reserve Analysis**

The Association shall establish a reserve account to fund long term maintenance and replacement of capital improvements. In addition, the Association will establish policies and procedures to ensure that a reserve analysis is conducted as required by the Condominium Act, to ensure funding of long term maintenance and replacement items or for any purpose, other than daily maintenance expense, that the Board, by resolution deems appropriate.

### **9.3.1**

The Board shall use reasonable efforts, subject to the Owner's rights under the Condominium Act, to fund the reserve account in an amount the Board deems advisable given the circumstances. The Board shall review the reserve analysis annually to help it make this determination.

### **9.3.2**

The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

## **9.4 Expenditures on Capital Additions**

The Association may not make any new capital additions to the Project (e.g. adding new amenities or new improvements with a useful life of more than three (3) years) which may cost more than \$5,000.00 per improvement without first obtaining approval of a majority of a quorum of Owners.

## **9.5 Regular Annual Assessment**

The Board shall fix the amount of the regular annual Assessment for each Unit by dividing the total budget by the Unit's Allocated Interest in the Common Areas.

### **9.5.1**

The Association may collect the regular annual Assessment on an annual, semi-annual, quarterly or monthly basis.

### **9.5.2**

Written notice of the regular annual Assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular Assessment will be due. Apart from the initial notice of the regular annual Assessment, the Association is not obligated to send periodic invoices for regular assessments.

### **9.5.3**

If the Board fails to fix a regular annual Assessment, the amount of the last regular annual Assessment and payment schedule will continue in effect.

## **9.6 Special Assessment**

The Association may levy in any calendar year a special Assessment up to five-hundred dollars (\$500), payable over such period as the Board may determine, for the purpose of defraying in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by the regular annual Assessment; the cost of any construction, reconstruction, or unexpected repair or replacement of the Common Areas; or for any other expense incurred or to be incurred as provided in the Declaration. Additional special Assessments over five-hundred dollars (\$500) in a calendar year may be levied if approved by a majority of a quorum of Owners present in person or proxy at a meeting duly called for such

purpose. Notice in writing of any special Assessment and the time for their payment shall be given as soon as reasonably possible to the Owners and payments thereto are due on the dates and in the manner provided therein.

### **9.7 Supplemental Assessment**

If the regular Assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget, divide the shortfall and distribute as a supplemental Assessment equally among all Owners.

The Association may levy a supplemental Assessment up to 20% of the original annual budget without approval from the Owners to fund the supplemental budget. If the supplemental Assessment exceeds 20% of the original annual budget, it must be approved by a majority of a quorum of Owners.

### **9.8 Individual Assessment**

Any expenses attributable to less than all the Units may be assessed exclusively against the affected Units. Individual Assessments include, but are not limited to:

#### **9.8.1**

Assessments levied against a Unit to reimburse the Association for costs incurred in correcting a violation of the Governing Documents;

#### **9.8.2**

Fines, fees, late fees, interest, collection costs (including attorney's fees)

#### **9.8.3**

Services provided to a Unit due to an Owner's failure to maintain or repair it as required in this Declaration, for emergency repairs, or to protect the health, safety, and welfare of adjoining Units and Common Areas;

#### **9.8.4**

Reinvestment fees; and

#### **9.8.5**

Any charge described as an individual Assessment by the Declaration.

### **9.9 Apportionment of Assessments**

Regular, special, and supplemental Assessments will be apportioned among the Units based on their Allocated Interest in the Common Areas. Individual Assessments shall be apportioned exclusively to the Units benefitted, responsible, or affected.

### **9.10 Nonpayment of Assessment**

Assessments not paid within 30 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a late fee in an amount determined by the Board. The late fee shall accrue each month until the Assessment, including collection costs and attorneys' fees, is paid in full.

### **9.11 Application of Partial Payments**

Partial payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest Assessments, then the most recent Assessments.

### **9.12 Collection of Rent from Tenant**

If an Owner rents their Unit and fails to pay an Assessment, the Association may demand the tenants to pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board may establish procedures for collecting rents from tenants, which shall comply with the Condominium Act.

### **9.13 Termination of Services**

If an Owner fails to pay any Assessment when due, the Board may terminate the Owner's right to receive utility services paid as a Common Expense, and access to and use of the Common Area. Before limiting, restricting, or terminating any utility or other service provided by the Association or restricting access to or use of the Common Area, the Association shall notify the Owner and give such Owner at least three (3) business days to pay the past due Assessments, including any late fee, fine, interest, and any collection costs and attorneys' fees.

### **9.14 Lien for Assessment**

All Assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Unit against which the Assessment is made. The Association may file a notice of lien with the Salt Lake County Recorder as evidence of nonpayment.

#### **9.14.1 Enforcement of Lien**

Without waiving its right to personally pursue an Owner for unpaid Assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law.

#### **9.14.2 Subordination of Lien**

A lien for Assessments shall be subordinate to a Mortgage now or hereafter placed upon a Unit. The sale of a Unit pursuant to foreclosure of a first mortgage shall extinguish the lien for Assessments which became due prior to the foreclosure sale.

### **9.15 Appointment of Trustee**

The Owners hereby convey and warrant, pursuant to the Condominium Act and U.C.A. §57-1-20, to the Association's attorney of record, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of Assessments under the terms of the Declaration.

## **10 Insurance**

The Board may adopt insurance Rules to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners. The Association may obtain insurance that provides more or additional coverage than the insurance required by this Declaration.

### **10.1 Types of Insurance Maintained by the Association**

The Association shall obtain the insurance coverage required by §57-8-43 of the Condominium Act, as it may exist at any given time. All provisions contained in this Article shall be subject to the Condominium Act, as it may exist at any given time.

Minimally, the Association shall obtain the following insurance coverage (Master Policy):

#### **10.1.1**

Public liability for the Common Areas and Limited Common Areas for at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate for property damage, bodily injury or death;

#### **10.1.2**

Property, fire, and extended hazard for all Common Areas and Limited Common Areas;

#### **10.1.3**

Property, fire, and extended hazard for all buildings and Units, including any improvement, which is a permanent part of the Unit. For example, the Association shall insure cabinets, wall coverings, built-in appliances, interior walls, floor coverings, and attached fixtures. The Association's liability to insure the Units is limited to the replacement value assigned by the insurer, not the actual replacement value.

#### **10.1.4**

Directors and Officers for at least \$1,000,000;

#### **10.1.5**

Crime insurance or fidelity bond for at least the value of the reserves and operating accounts of the Association.

The Master Policy does not cover loss of rents, the contents of the Units, or the personal property of the Owner or Occupant, or the personal liability of an Owner or Occupant.

### **10.2 Insurance Company**

The Association shall use an insurance company knowledgeable with condominium insurance that is licensed in Utah.

### **10.3 Premium as Common Expense**

The premiums for the Association's insurance policies shall be a Common Expense.

### **10.4 Insurance by Owner**

Each Owner are responsible to obtain at a minimum the following types of insurance coverage:

#### **10.4.1**

An individual Owner's policy (commonly known as HO6) to cover the contents and lost rents;

#### **10.4.2**

Liability insurance; and

#### **10.4.3**

Insurance to cover the Master Policy deductible.

Owners must provide the Association with a certificate of insurance within three (3) days of request. The insurance premium on the Owner's policy shall be paid by the Owner. If an Owner's insurance policy lapses, they shall renew within ten (10) days. If an Owner fails to obtain insurance on their Unit, the Association may send demand for that Owner to secure insurance. At least ten (10) days after sending the demand, if the Owner fails to secure insurance then the Association may do so. Any premiums paid by the Association for an Owner's policy will be an individual Assessment against the Owner and Unit. Owners are strongly encouraged to also obtain coverage A, loss assessment, and loss of use insurance.

This subsection shall not be construed to limit the authority of an Owner to obtain insurance coverage in addition to any coverage required by this subsection.

### **10.5 Payment of Deductible**

The deductible on a claim made against the Master Policy shall be paid by the Owner(s) or Association in proportion to the damage caused to the Unit or Common Area. For example, if 60% of damage caused by an insurable loss occurs to a Unit and 40% to Common Area, the Owner would be responsible for 60% of the deductible and the Association for 40%.

The Master Policy deductible shall be determined by the Board. If the Board changes the deductible amount, it shall give notice to the Owners. Owners found to be responsible for the deductible, shall be so despite inadequate personal insurance. If the Board finds an Owner to be responsible for the deductible, it shall be an individual Assessment.

### **10.6 Right to Adjust Claims**

The Association has the right and authority to adjust claims. This includes the right to not tender a claim when, in the exercise of business judgment, the Board determines that a claim is likely not to exceed the Association's property insurance policy deductible. In which case, the Owner's policy shall provide primary coverage.

## **10.7 Association to Maintain Property Insurance Deductible Amount**

The Association shall maintain an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement does not apply to any earthquake or flood insurance deductible.

## **10.8 Waiver of Subrogation against Owners and Association**

All property and liability policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

## **11 Damage, Destruction, and Condemnation**

Any required repair or reconstruction shall be accomplished at the direction of the Board. Determinations about the extent of damage or destruction shall be made by three (3) qualified appraisers. The Board will select the appraisers. The decision of any two (2) appraisers shall be conclusive.

### **11.1 Damage or Destruction**

If part or all of the improvements in the Project are damaged or destroyed, the following procedures apply:

#### **11.1.1**

If Master Policy insurance proceeds are sufficient to repair or reconstruct the improvements, the improvements shall be repaired or reconstructed as quickly as possible;

#### **11.1.2**

If Master Policy insurance proceeds are insufficient to repair or reconstruct the improvements and less than 75% of the Project's improvements are destroyed or damaged, repair or reconstruction shall be carried out.

#### **11.1.3**

If the Master Policy insurance proceeds are insufficient to repair or reconstruct the improvements and more than 75% of the Project's improvements are destroyed or damaged, the Association must conduct a vote of the Owners within 100 days. If 75% of the Owners approve the repair or reconstruction of the Project, it shall be carried out. If necessary, the Board may levy a special Assessment to fund the repair and reconstruction.

#### **11.1.4**

If fewer than 75% of the Owners approve the repair or reconstruction, the Board shall record, with the Salt Lake County Recorder, a notice stating such facts. Upon recording of the notice, the provisions of §57-8-31 of the Condominium Act shall apply.

### **11.2 Damage Caused by Owner**

Each Owner is liable for any damage they, their pets, or their Occupants cause to the Common Areas or Limited Common Areas. The Association shall repair the damage to substantially the same condition as it existed prior to the damage. The Owner shall reimburse the Association for the cost of repair. The cost of repair shall be collected as an individual Assessment.

### **11.3 Condemnation**

The Board shall represent all Owners and the Association in any condemnation proceeding for Common Areas or Limited Common Areas. Any proceeds from a condemnation proceeding for Common Areas and Limited Common Areas shall be payable to the Association. The Association will use any condemnation proceeds for the benefit of the Owners and their Mortgagees.

## **12 Mortgagees**

## **12.1 Application**

The protections and requirements under this Article shall only apply to Mortgagees obtaining an interest in a Unit after this Declaration is recorded. Mortgagees with an interest in a Unit prior to the recording of this Declaration shall be entitled to the Mortgagee protections in the Original Declaration.

## **12.2 Eligible Mortgagees**

A Mortgagee that fails to provide written request for notice to the Association shall not be an eligible Mortgagee. Only Eligible Mortgagees are entitled to notice or any other rights extended to Mortgagees in the Governing Documents.

## **12.3 Notices of Action**

Upon written request, an Eligible Mortgagee will be given timely notice of the following:

### **12.3.1**

Any proposed amendment to the Governing Documents affecting:

#### **12.3.1.1**

The boundaries of a Unit or easement rights of an Owner;

#### **12.3.1.2**

A Unit.2dAllocated Interest in the Common Areas; or

#### **12.3.1.3**

The calculation of Assessments or votes;

### **12.3.2**

Any proposed termination of the Project or Declaration;

### **12.3.3**

Any condemnation or casualty loss which materially affects the Project or a Unit on which there is a Mortgage;

### **12.3.4**

An Owner subject to a Mortgage who is 60 days past due in payment of assessments; and

### **12.3.5**

A lapse, cancellation, or material modification of any insurance policy required under this Declaration.

## **12.4 Restoration or Repair of Project**

If the Project is partially damaged by an insurable loss, it shall be restored to the original design of the Project unless a majority of the Eligible Mortgagees approve a change.

## **12.5 Termination of Declaration after Substantial Destruction**

A majority of the Eligible Mortgagees must approve any Owner vote to terminate the Project after substantial destruction or condemnation.

## **13 Miscellaneous**

### **13.1 Amendment of Declaration**

Owners representing 67% or more of the Allocated Interests in the Common Areas must approve any amendment to the Declaration. However, the Board may, without Owner approval, amend the Declaration to correct misspellings, grammar, comply with changes in the loan underwriting guidelines, (if failure to comply would disqualify the Project from financing eligibility), and to remove Subsection 7.7.8 when it becomes obsolete. Amendments to the Declaration may be proposed by the Board or by Owners holding at least forty percent (40%) of the Allocated Interests in the Association. The proposed amendment shall be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Any amendments shall be effective upon recordation with the Salt Lake County Recorder. In such instrument, an authorized member of the Board or the president shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the signature of any



one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgement of any signature shall be required.

A majority of the Eligible Mortgagees must approve any amendment affecting the following provisions:

**13.1.1**

Calculation of votes based on the Allocated Interests in the Common Areas;

**13.1.2**

Calculation of Assessments based on the Allocated Interests in the Common Areas or priority of liens;

**13.1.3**

Reserves for maintenance, repair, and replacement of Common Areas;

**13.1.4**

Insurance or fidelity bonds;

**13.1.5**

Rights to use the Common Areas;

**13.1.6**

Expansion or contraction of the Project;

**13.1.7**

Convertibility of Units to Common Area or vice versa;

**13.1.8**

The Allocated Interests in the Common Areas and Limited Common Areas;

**13.1.9**

Imposition of a right of first refusal or similar restriction on the right of an Owner to sell or transfer a Unit;

**13.1.10**

If professional management is required by a governmental institution or Mortgagee, the establishment of self management;

**13.1.11**

Any provision expressly benefitting a Mortgagee.

## **13.2 Termination of Declaration**

Owners representing 90% or more of the undivided ownership interests in the Common Area must approve a termination of the Declaration. If terminating for any reason other than destruction or condemnation, 90% or more of Eligible Mortgagees must also approve the termination of the Declaration.

## **13.3 Votes Without a Meeting**

The Association may collect votes without a meeting as outlined in the Bylaws.

## **13.4 Service of Process**

The Registered Agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce, Division of Corporations and Commercial Code. If the corporate status of the Association expires, the President shall be the successor agent. The name and address of the President shall be kept with the Associations records at its principal place of business.

## **13.5 Nonprofit Corporate Status**

Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may, through the Board, renew its corporate status, reinstate its corporate status, or incorporate without Owner approval so long as the Articles are substantially the same as the previous Articles.

### **13.6 Taxes on Units**

Each Unit and its Allocated Interest in the Common Areas are subject to separate taxation of each taxing authority. Consequently, no taxes will be assessed against the Project except for Association personal property. Each Owner will pay all taxes which may be assessed against him or his Unit.

### **13.7 Covenants Run with the Land**

The Declaration contains Restrictions which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Occupant shall comply with the Governing Documents. All interests in the Units shall be subject to the Governing Documents. Failure to comply with the Governing Documents shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Unit, each Owner or Occupant agrees to be bound by the Governing Documents.

### **13.8 Severability**

If any provision of the Declaration is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

### **13.9 Waiver**

No provision of the Declaration shall be waived or abrogated by reason of a failure to enforce it.

### **13.10 Gender**

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

### **13.11 Headings**

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

### **13.12 Conflicts**

If the Declaration conflicts with the Condominium Act, the Condominium Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Rules, and Articles- the Declaration shall control.

### **13.13 Notices**

Any notices to be given to an Owner, Mortgagee, or the Association under the provisions of this Declaration shall be in writing and shall be delivered as follows:

#### **13.13.1**

Notices to an Owner shall be delivered personally, by email, or by first-class mail, postage prepaid, to the most recent address furnished to the Association by such Owner in writing for the purpose of giving notice, or if no such address has been furnished, then to the address of such Owner's Unit. Any notice so deposited in the mail shall be deemed delivered when deposited in the U.S. mail. Any notice delivered by email shall be deemed delivered when sent. Owners shall register an email address with the Association. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivered to all such co-Owners. Notice by email is not proper notice if an Owner sends a written request to the Board that the Owner will not accept notices by email.

#### **13.13.2**

Notices to a Mortgagee shall be delivered by first-class U.S. mail, postage prepaid, to the most recent address furnished by such Mortgagee in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Mortgagee. Any address for

a Mortgagee that is found on a document recorded on the title of a Unit shall be deemed an office of the Mortgagee. Any notice so deposited in the mail shall be delivered upon deposit.

**13.3.3**

The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been sent to any Owner or mortgagee in any manner provided above shall be deemed conclusive proof of such mailing or delivery.

**13.13.4**

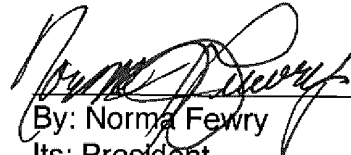
Notices to the Association shall be delivered by registered or certified U.S. mail, postage prepaid, addressed to the Manager of the Association (if any) or if there is none, the registered agent of the Association (provided in Section 13.4 above). The Association shall however have the right to designate a successor or substitute address for receipt of notices hereunder by filing an amendment to the Declaration for this purpose. Such amendment may be authorized by the Board, without approval from the Owners.

**13.14 Effective Date**

The Declaration and any amendments take effect upon recording in the Salt Lake County Recorder's Office.

**Certification**

**SPRINGTREE HOMEOWNERS ASSOCIATION, INC.**

  
By: Norma Fewry  
Its: President

State of Utah )  
 ) :ss  
County of Salt Lake )

On this 3 day of March, 2017, personally appeared before me NORMA FEURY, who being by me duly sworn, did say that she is the President of the Springtree Homeowners Association, Inc.; that the foregoing document was approved by at least 67% of said Association's voting interests; that the Board has authorized her to execute said document on its behalf; and that the foregoing information is true and accurate to the best of her knowledge.

  
\_\_\_\_\_  
NOTARY PUBLIC



## Exhibit A Legal Description

All Units in all buildings, Springtree: a Prowswood Open Space Community, a Utah Condominium Project,  
according to the record of Survey Map filed in the Salt Lake County Recorder's Office.

(106 Total Parcels: 104 Units, Common Area, and Well)

Number	22-18-228-Parcel Number-0000	Type	Block/Building	Lot/Quarter	Obsolete?
	22-18-228-001-0000			Common Area	N
	22-18-229-005-0000			Well	N
1	22-18-228-002-0000	U	1	A	N
2	22-18-228-003-0000	U	1	B	N
3	22-18-228-004-0000	U	1	C	N
4	22-18-228-005-0000	U	1	D	N
5	22-18-228-006-0000	U	1	E	N
6	22-18-228-007-0000	U	1	F	N
7	22-18-228-008-0000	U	1	G	N
8	22-18-228-009-0000	U	1	H	N
9	22-18-228-010-0000	U	2	A	N
10	22-18-228-011-0000	U	2	B	N
11	22-18-228-012-0000	U	2	C	N
12	22-18-228-013-0000	U	2	D	N
13	22-18-228-014-0000	U	2	E	N
14	22-18-228-015-0000	U	2	F	N
15	22-18-228-016-0000	U	2	G	N
16	22-18-228-017-0000	U	2	H	N
17	22-18-228-018-0000	U	3	A	N
18	22-18-228-019-0000	U	3	B	N
19	22-18-228-020-0000	U	3	C	N
20	22-18-228-021-0000	U	3	D	N
21	22-18-228-022-0000	U	3	E	N
22	22-18-228-023-0000	U	3	F	N
23	22-18-228-024-0000	U	3	G	N
24	22-18-228-025-0000	U	3	H	N
25	22-18-228-026-0000	U	4	A	N
26	22-18-228-027-0000	U	4	B	N
27	22-18-228-028-0000	U	4	C	N
28	22-18-228-029-0000	U	4	D	N
29	22-18-228-030-0000	U	4	E	N
30	22-18-228-031-0000	U	4	F	N
31	22-18-228-032-0000	U	4	G	N
32	22-18-228-033-0000	U	4	H	N
33	22-18-228-034-0000	U	5	A	N
34	22-18-228-035-0000	U	5	B	N
35	22-18-228-036-0000	U	5	C	N
36	22-18-228-037-0000	U	5	D	N
37	22-18-228-038-0000	U	5	E	N
38	22-18-228-039-0000	U	5	F	N
39	22-18-228-040-0000	U	5	G	N

Number	22-18-228-Parcel Number-0000	Type	Block/Building	Lot/Quarter	Obsolete?
40	22-18-228-041-0000	U	5	H	N
41	22-18-228-042-0000	U	6	A	N
42	22-18-228-043-0000	U	6	B	N
43	22-18-228-044-0000	U	6	C	N
44	22-18-228-045-0000	U	6	D	N
45	22-18-228-046-0000	U	6	E	N
46	22-18-228-047-0000	U	6	F	N
47	22-18-228-048-0000	U	6	G	N
48	22-18-228-049-0000	U	6	H	N
49	22-18-228-050-0000	U	7	A	N
50	22-18-228-051-0000	U	7	B	N
51	22-18-228-052-0000	U	7	C	N
52	22-18-228-053-0000	U	7	D	N
53	22-18-228-054-0000	U	7	E	N
54	22-18-228-055-0000	U	7	F	N
55	22-18-228-056-0000	U	7	G	N
56	22-18-228-057-0000	U	7	H	N
57	22-18-228-058-0000	U	8	A	N
58	22-18-228-509-0000	U	8	B	N
59	22-18-228-060-0000	U	8	C	N
60	22-18-228-061-0000	U	8	D	N
61	22-18-228-062-0000	U	8	E	N
62	22-18-228-063-0000	U	8	F	N
63	22-18-228-064-0000	U	8	G	N
64	22-18-228-065-0000	U	8	H	N
65	22-18-228-066-0000	U	9	A	N
66	22-18-228-067-0000	U	9	B	N
67	22-18-228-068-0000	U	9	C	N
68	22-18-228-069-0000	U	9	D	N
69	22-18-228-070-0000	U	9	E	N
70	22-18-228-071-0000	U	9	F	N
71	22-18-228-072-0000	U	9	G	N
72	22-18-228-073-0000	U	9	H	N
73	22-18-228-074-0000	U	10	A	N
74	22-18-228-075-0000	U	10	B	N
75	22-18-228-076-0000	U	10	C	N
76	22-18-228-077-0000	U	10	D	N
77	22-18-228-078-0000	U	10	E	N
78	22-18-228-079-0000	U	10	F	N
79	22-18-228-080-0000	U	10	G	N
80	22-18-228-081-0000	U	10	H	N
81	22-18-228-082-0000	U	11	A	N
82	22-18-228-083-0000	U	11	B	N
83	22-18-228-084-0000	U	11	C	N
84	22-18-228-085-0000	U	11	D	N
85	22-18-228-086-0000	U	11	E	N
86	22-18-228-087-0000	U	11	F	N

<b>Number</b>	<b>22-18-228-Parcel Number-0000</b>	<b>Type</b>	<b>Block/Building</b>	<b>Lot/Quarter</b>	<b>Obsolete?</b>
87	22-18-228-088-0000	U	11	G	N
88	22-18-228-089-0000	U	11	H	N
89	22-18-228-090-0000	U	12	A	N
90	22-18-228-091-0000	U	12	B	N
91	22-18-228-092-0000	U	12	C	N
92	22-18-228-093-0000	U	12	D	N
93	22-18-228-094-0000	U	12	E	N
94	22-18-228-095-0000	U	12	F	N
95	22-18-228-096-0000	U	12	G	N
96	22-18-228-097-0000	U	12	H	N
97	22-18-228-098-0000	U	13	A	N
98	22-18-228-099-0000	U	13	B	N
99	22-18-228-100-0000	U	13	C	N
100	22-18-228-101-0000	U	13	D	N
101	22-18-228-102-0000	U	13	E	N
102	22-18-228-103-0000	U	13	F	N
103	22-18-228-104-0000	U	13	G	N
104	22-18-228-105-0000	U	13	H	N

## Exhibit B Unit Allocated Interest

<u>Unit #</u>	<u>Undivided Ownership Interest</u>
All Units	0.96154%

Each Unit has a par value of 80 Points for a total of 8,320 par value points.

# Exhibit C Bylaws

## Bylaws of Springtree Homeowners Association, Inc.

### 1 Applicability/ Definitions

#### 1.1 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them as in the Declaration, unless otherwise specifically stated.

#### 1.2 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Unit constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

### 2 Association

#### 2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, the administration of Association affairs shall be performed by the Board on behalf of the Owners.

#### 2.2 Annual Meeting of the Owners

The annual meeting of the Owners shall be held each year during the first quarter of the year on a day and at a time determined by the Board. The Association shall send notice of annual meetings, year end financial statements, and new year budget, at least thirty (30) days in advance of the meeting. At the annual meeting the Association shall conduct the following business:

**2.2.1**

Roll call and verification of quorum;

**2.2.2**

Approval of minutes from preceding annual meeting;

**2.2.3**

Reports of Officers;

**2.2.4**

Confirm the completion of duties delegated to a managing agent;

**2.2.5**

Review of reserve analysis;

**2.2.6**

Review of fiscal year end financial report;

**2.2.7**

New fiscal year budget review;

**2.2.8**

Special committee reports;

**2.2.9**

Election of Directors;

**2.2.10**

Unfinished business from preceding annual meeting; and



#### **2.2.11**

New business.

### **2.3 Special Meetings**

Special meetings of the Owners may be called by a majority of the Directors or upon petition of at least thirty percent (30%) of the Association's Allocated Interest in good standing. Any written request for a special meeting by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within sixty (60) days of receipt of the request. No business may be transacted at a special meeting except as stated in the notice.

### **2.4 Place of Meeting**

The Board may designate any place within Salt Lake County that is reasonably convenient for the Owners as the place of meeting for any annual or special meeting of the Owners. If no designation is made, then the place of the meeting shall be in the clubhouse.

### **2.5 Notice of Meetings**

The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than fifteen (15) days prior to the meeting.

### **2.6 Conduct of Meeting**

The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

### **2.7 Quorum**

At any meeting of the Owners, the presence of Owners and holders of proxies of at least twenty-percent (20%) of the Allocated Interest shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting, the Board shall have power to adjourn the meeting and reschedule for a time not earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. Notice of such rescheduled meeting shall not be required except an oral announcement at the meeting to be rescheduled. The presence of any Owner or proxy holder shall constitute a quorum for the transaction of business at the rescheduled meeting. Once established, a quorum will be present even if Owners leave. Owners may attend a meeting telephonically, via video conference, or by any other means allowing an Owner to participate in real-time with the other Owners and Directors.

### **2.8 Voting**

Each Owner's vote is equal to his Allocated Interest in the Common Areas.

#### **2.8.1**

If a Unit is owned by more than one person and multiple owners are present at a meeting, the vote appertaining to that Unit shall be cast by agreement of a majority of the Owners.

If a Unit is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Unit shall be cast by the Owner present.

#### **2.8.2**

The Association may conclusively presume the consent of all a Unit's Owners when a vote is cast by a Unit with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act, any decision requiring Owner consent shall be passed by majority vote of a quorum. Director candidates receiving the

most votes are elected to the Board. Cumulative voting shall not be permitted. No Owner should vote on a question in which he has a direct personal or pecuniary interest not common to other Owners, except in the election of Directors.

## **2.9 Good Standing**

An Owner shall be in good standing if he owes no more than \$300.00 in Assessments, including late fees, interest, fines, collection costs and attorney fees as of 72 hours prior to the start of the meeting or action. An Owner must have paid any delinquent Assessment at least 72 hours prior to the meeting or action.

## **2.10 Ballots**

Any action requiring a vote of the Owners, including the election of Directors, may be taken by written ballot, thereby allowing Members the choice of either voting at the meeting or by ballot in lieu of attendance at such meeting. Any ballot shall comply with the requirements listed below and shall, if received in good order by the ballot deadline as determined by the Board, be counted equally with the votes of Members in attendance at the meeting for every purpose, including satisfaction of a quorum requirement.

Action by ballot shall comply with the procedures set forth in the Nonprofit Act, as it may exist at any given time. A combination of mail-in ballots, ballots collected electronically, and ballots delivered or counted in person may be used.

A written ballot shall:

**2.10.1**

set forth each proposed action;

**2.10.2**

provide an opportunity to vote for or against each proposed action;

**2.10.3**

indicate the number of responses needed to meet quorum requirements;

**2.10.4**

state the percentage of approvals necessary to approve each matter (other than election of Directors)

**2.10.5**

specify the time by which a ballot must be received by the Association in order to be counted; and

**2.10.6**

be accompanied by written information sufficient to permit each person casting the ballot to reach an informed decision on the matter

**2.10.7**

include the name (or similar identifier) and signature of the Member.

Approval by written ballot shall be valid only when:

**2.10.8**

Members are given at least 15 days from the day on which the notice is e-mailed or mailed, if the notice is mailed by first-class or registered mail or;

**2.10.9**

Members are given at least 30 days from the day on which the notice is mailed, if the notice is mailed by other than first-class or registered mail and;

**2.10.10**

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.

A written ballot may not be revoked.

## **2.11 Record Date for Notice Purposes**

The Board may designate a record date, which shall not be more than sixty (60) nor less than fifteen (15) days prior to the meeting, for the purposes of determining Owners entitled to notice of any meeting of the Owners or action by written ballot. The persons or entities appearing in the records of the Association on such record date as the Owner of a Unit shall be deemed to be the Owner of record entitled to notice of the meeting of the Owners. If no record date is designated, the last date on which notice of the meeting is sent shall be deemed to be the record date for determining Owners entitled to notice.

## **2.12 Written Consent in Lieu of Vote**

Any action requiring a vote of the Owners, except election of Directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in the Nonprofit Act, as it may exist at any given time. Written consents may be collected electronically.

## **2.13 Waiver of Irregularities**

All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within thirty (30) days of notice of any decision by the Board.

# **3 Board of Directors**

## **3.1 Number of Directors**

There shall be five (5) Directors.

## **3.2 Selection and Term of Directors**

Unless appointed by the Board under this Article 3, Directors shall be elected by the Owners. Directors shall serve staggered terms of two (2) years.

### **3.2.1**

If the Directors terms become non-staggered— the initial term of each Director (1 or 2 years) shall be decided by vote of the newly elected Directors at their organization meeting.

Directors shall hold office until their successor is elected.

## **3.3 Vacancies**

Director vacancies, for any reason other than removal by vote of Owners, shall be filled by vote of a majority of the remaining Directors. The meeting shall be valid even if a quorum is not present.

### **3.3.1**

Replaced Directors (replaced for any reason other than removal by vote of Owners) shall serve until the next annual meeting, then the vacancy shall be filled by vote of the Owners.

## **3.4 Resignation and Removal of Directors**

A Director may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Director may be removed by the affirmative vote of a majority of the other Directors if he or she, in any twelve (12) month period, misses at least two (2) of the regularly scheduled Board meetings. Any Director who allows any Assessment to become past due in the amount of \$300.00 or more may be removed and replaced by the affirmative vote of a majority of the other Directors if they first send such Director a 10-day written notice and request to cure the default. A Director may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the Allocated Interest of the Association.

**3.4.1**

If the Owners propose to remove a Director, the Association shall give the Director and other Owners written notice at least 30 days before the meeting stating the purpose of the meeting.

**3.4.2**

The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him.

**3.4.3**

At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director.

**3.4.4**

The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

**3.5 Quorum and Manner of Action.**

A majority of the then authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if Directors leave. Directors may attend a meeting telephonically, via video conference, or by any other means allowing a Director to participate in real-time with the other Directors. The act of a majority of the Directors present at any meeting at which a quorum is present and for which proper notice was provided to the Directors shall be the act of the Board. The Directors shall act only as the Board, and individual Directors shall have no powers as such.

**3.6 Organization Meeting**

The Directors shall hold a meeting of Directors following the Owners annual meeting for the purpose of electing Officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted within seven (7) days of the annual meeting. Quorum shall be a majority of the Board.

**3.7 Regular Meetings**

The Board shall hold regular meetings at least quarterly. The Board may designate any place in Salt Lake County as the place of any regular meeting. Meetings may also be held with Directors appearing telephonically so long as any Director appearing telephonically consents to such appearance. Board meetings are subject to the open meeting requirements of the Condominium Act.

**3.8 Special Meetings**

Special meetings of the Board may be called by the President or a majority of Directors on at least three (3) days prior notice to each Director. Notice may be given personally, by phone, or by email. The notice shall state the time, place, and purpose of the meeting.

**3.9 Conduct of Meetings**

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the meetings and shall make a record of all resolutions.

**3.10 Waiver of Meeting Notice**

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

### **3.11 Action Without Meeting**

Any action by the Board, within the confines of this document, may be taken without a meeting if all the Directors give written consent to the action or as otherwise allowed by the Nonprofit Act. Written consent may be given in person, by mail, by text, or by email.

### **3.12 Powers and Duties**

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents, unless such power and authority is explicitly vested with the Owners. The Board may perform any act required or allowed by the Governing Documents, the Condominium Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws or Condominium Act, the Board shall have the following authority:

#### **3.12.1**

Prepare an annual budget and establish what constitutes a Common Expense;

#### **3.12.2**

Adopt and amend Rules governing the Common Areas, Limited Common Areas, Units, administration of the Association and to enforce and interpret the Governing Documents;

#### **3.12.3**

Enter into contracts on behalf of the Association for the benefit of the Project;

#### **3.12.4**

Delegate authority to a managing agent to act on behalf of the Association;

#### **3.12.5**

Provide for the maintenance, repair, and replacement of the Limited Common Areas and Common Areas;

#### **3.12.6**

Hire, contract for, compensate and terminate personnel or contractors necessary for the maintenance, repair, and replacement of the Limited Common Areas and Common Areas and administration of Association business, and ensure the expertise, licensing, bonding, and references of said personnel or contractors;

#### **3.12.7**

Purchase supplies, equipment, and materials for use by the Association;

#### **3.12.8**

Open and maintain bank and/or brokerage accounts on behalf of the Association. Designate authorized signers for said accounts;

#### **3.12.9**

File lawsuits or initiate other legal proceedings on behalf of the Association;

#### **3.12.10**

Defend lawsuits, administrative actions, and other legal proceedings against the Association;

#### **3.12.11**

Pay costs of any services rendered to the Project or multiple owners, but not billed to the Owners individually;

#### **3.12.12**

Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Condominium Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;

#### **3.12.13**

Grant easements, licenses, or permission over, under and through the Common Areas;

#### **3.12.14**

Upon approval by 67% of the Allocated Interest in the Common Areas, to convey Common Areas;

**3.12.15**

Create committees;

**3.12.16**

Execute any other act allowed or required by the Governing Documents, the Condominium Act, or the Nonprofit Act;

**3.12.17**

Execute any act allowed or required to be done in the name of the Association.

**3.13 Delegation of Duties**

The Board may employ a managing agent to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent all powers granted to the Board and Officers by the Governing Documents. However, the Directors shall be responsible to oversee and ensure that the duties so delegated are being properly discharged. The managing agent must obtain the Board's written consent to exercise the powers listed in the Bylaws.

**3.14 Compensation**

Directors shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred during their service. Any reimbursement request must be approved by a majority of the other Directors.

**3.15 Limitation of Liability**

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful or intentional misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful or intentional misconduct or criminal conduct.

**3.16 Board Qualifications**

Directors shall be an Owner, the spouse of an Owner, or a principal or trustee of a Unit owned by a trust, LLC, or other legal entity owning a Unit. No two Directors may reside in the same Unit, be the spouse of one another, or be business partners if the business is related to their ownership of a Unit. Directors must be 18 years of age. If a Director ceases to meet any of the required qualifications, such person's membership on the Board shall automatically terminate.

**4 Officers**

**4.1 Election and Term of Officers**

The Officers of the Association shall be elected by majority vote of the Board. Officers shall be Directors.

**4.2 Removal of Officers**

The Board may remove any Officer with or without cause by affirmative vote of a majority of the Board. If an Officer is removed, the Board shall replace them.

**4.3 Offices**

The Association Officers shall be President, Vice President, Secretary, Treasurer, and Member-at-Large. The Board may appoint assistant Officers as it may deem necessary. Except for the President, the same person may hold two offices. Subject only to the limitations contained in the Declaration, Bylaws, Nonprofit Act, or Condominium Act each Office shall have the following duties:

**4.3.1 President**

The President shall be the Chief Executive Officer. He shall preside at all meetings of the Association and the Board and have authority to control the order of the meeting, right to arrange for the removal of any disruptive person, and the right to impose and enforce reasonable rules

and procedures related to the meeting such as those found in "Robert's Rules of Order". He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed and enforced. He shall sign and ensure recording of all documents which are required by the Salt Lake County Recorder and the Utah State Department of Commerce Division of Corporations and Commercial Code.

#### **4.3.2 Vice President**

The Vice President shall perform the duties and exercise the powers of the President in the absence or disability of the President. If the President and Vice President are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis. He shall ensure that a list of the names and business or home addresses of its current Directors and Officers is available and published as required by the Nonprofit Act and Condominium Act. He shall provide a copy of the Association's most recent annual report to the division under Nonprofit Act §16-6a-1607.

#### **4.3.3 Secretary**

The Secretary shall take minutes of Association meetings. He shall also make record of all Board actions as required by the Condominium Act and Nonprofit Act. He shall give or cause to be given notice of all meetings and record all waivers of notice. He shall compile or cause to be compiled a complete list of the Owners and their contact information.

#### **4.3.4 Treasurer**

The Treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at Board meetings and the annual Owners meeting. He shall prepare financial reports as required by the Condominium Act and Nonprofit Act and ensure they are available for Owner request.

#### **4.3.5 Member-at-Large**

The Member-at-Large will oversee any other duties or responsibilities as determined by the Board.

### **4.4 Delegation of Duties**

The Association Board Officers may delegate any of their duties to a managing agent or to a committee. However, the Officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

### **4.5 Compensation**

Officers shall not be compensated for their work. However, they may seek reimbursement for actual costs and mileage incurred during their service. Any reimbursement request must be approved by a majority of the Board.

## **5 Notice**

### **5.1 Manner of Notice**

All notices and other communications required under the Governing Documents shall be in writing.

#### **5.1.1**

Notices to Owners may be delivered using the following methods:

##### **5.1.1.1**

By professional courier service or first-class U.S. Mail, postage prepaid, to the address of the Unit or to any other address designated by the Owner in writing to the Association;

##### **5.1.1.2**

By hand to the building address of the Unit or to any other address designated by the Owner in writing to the Association; or

##### **5.1.1.3**

By facsimile, electronic mail, or any other electronic means to an Owner's number or address.

### **5.1.2**

Notice to the Association and Board may be delivered using the following methods:

#### **5.1.2.1**

By professional courier service or first-class U.S. Mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

#### **5.1.2.2**

By facsimile, electronic mail, or any other electronic means to the Association's official electronic contact as designated, if any.

### **5.1.3**

An Owner may, by written demand, require the Association to provide notice by mail.

Notices sent via courier or mail shall be deemed received two (2) days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or when sent.

## **5.2 Waiver of Notice**

Whenever any notice is required under the Governing Documents, the Condominium Act, or the Nonprofit Act, an Owner may waive notice in writing. The waiver may be signed before or after the time for notice, including by way of electronic communication. A waiver of notice shall be equivalent to notice.

## **6 Finances**

### **6.1 Fiscal Year**

The fiscal year of the Association shall be the calendar year.

### **6.2 Availability of Financial Records**

Association financial records shall be available as required by the Condominium Act and Nonprofit Act, as amended from time to time.

### **6.3 Financial Reports and Audits.**

An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board to all Owners. The Board shall annually, at the expense of the Association, obtain an "accounting review" or "agreed upon procedures" by a certified public accountant or other similar financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners who request this information. From time to time the Board may also, at the expense of the Association, obtain an audit by a certified public accountant of the books and records of the Association. An Owner may at any time, at the Owner's own expense, cause an audit or inspection to be made of the books and records of the Association.

## **7 Other Records**

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and other applicable laws.

### **7.1 General Records**

#### **7.1.1 Meetings**

The Board or designated agent for the Association shall keep detailed records of the actions of the Board; minutes of the meetings of the Board of Directors; and minutes of the Owner meetings of the Association.

#### **7.1.2 Rules**

The Board of Directors shall maintain a book of resolutions containing the rules, regulations, and policies adopted by the Association and Board of Directors.



### **7.1.3 Owner List**

The Board of Directors shall maintain a list of Owners.

### **7.1.4 Retention**

The Association shall retain within the State of Utah all records of the Association for not less than the period specified in applicable law.

## **7.2 Records of Receipts and Expenditures**

The Board of Directors or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Property, itemizing the maintenance and repair expenses of the Common Areas or Association property and any other expenses incurred.

## **7.3 Inspection of Records by Owners**

Except as provided in Section 7.4 below, all records of the Association shall be reasonably available for examination by an Owner and any Eligible Mortgagee of a Unit pursuant to Rules adopted by resolution of the Board of Directors. The Board of Directors shall maintain a copy, suitable for the purposes of duplication of the following:

### **7.3.1**

The Declaration, Bylaws, and any amendments in effect or supplements thereto, and Rules of the Association.

### **7.3.2**

The most recent financial statement prepared pursuant to Section 7.3 above.

### **7.3.3**

The current operating budget of the Association.

The Association shall, within a mutually agreeable time, after receipt of a written request by an Owner, furnish the requested information required to be maintained above. The Board, by resolution, may adopt reasonable Rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information.

## **7.4 Records Not Subject to Inspection**

Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

### **7.4.1**

Personnel matters relating to a specific identified person or a person's medical records.

### **7.4.2**

Contracts, leases, and other business transactions that are currently under negotiation to purchase or provide goods or services.

### **7.4.3**

Communications with legal counsel that relate to matters specified in herein.

### **7.4.4**

Documents concerning existing or potential litigation, mediation, arbitration, or administrative proceedings.

### **7.4.5**

Disclosure of information in violation of law.

### **7.4.6**

Documents concerning existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the Governing Documents.

#### **7.4.7**

Documents, correspondence, or management or Board reports compiled for or on behalf of the Association or the Board by its agents or committees for consideration by the Board in executive session.

#### **7.4.8**

Documents, correspondence, or other matters considered by the Board in executive session.

#### **7.4.9**

Files of individual Owners, other than those of a requesting Owner or requesting Eligible Mortgagee of an individual Owner, including any individual Owner's file kept by or on behalf of the Association.

## **8 Amendments to Bylaws**

### **8.1 How Proposed**

Amendments to the Bylaws shall be proposed by either a majority of the Board or by Owners holding at least thirty percent (30%) of the Allocated Interest of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

### **8.2 Adoption**

Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose. These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Owners upon the affirmative vote of more than fifty percent (50%) of the Allocated Interest of the Association.

### **8.3 Execution and Recording**

An amendment shall not be effective unless executed by the President or other officer authorized by the Board who shall certify that it was adopted in accordance with these Bylaws. The amendment shall become effective when recorded with the Recorder's Office of Salt Lake County.

## **9 Miscellaneous**

### **9.1 Office**

The principal office of the Association shall be located at any reasonable location so designated from time to time by the Board.

### **9.2 Conflicts**

The Bylaws are subordinate to any conflicting provisions in the Condominium Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the Rules of the Association.

### **9.3 Severability**

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

### **9.4 Waiver**

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

### **9.5 Headings**

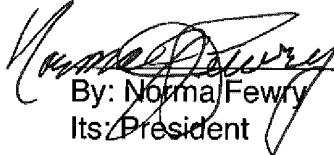
The headings contained in these Bylaws are for convenience only. The headings shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

**9.6 Gender, etc.**

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

**Certification**

**SPRINGTREE HOMEOWNERS ASSOCIATION, INC.**

  
By: Norma Fewry  
Its: President

State of Utah )  
 ) :ss  
County of Salt Lake )

On this 3 day of March, 2017, personally appeared before me NORMA FEWRY, who being by me duly sworn, did say that she is the President of the Springtree Homeowners Association, Inc.; that the foregoing document was approved by at least 67% of said Association's voting interests; that the Board has authorized her to execute said document on its behalf; and that the foregoing information is true and accurate to the best of her knowledge.

  
NOTARY PUBLIC

