

62-75

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

FOR



GOVERNOR'S PLAZA
CONDOMINIUM

A UTAH CONDOMINIUM PROJECT

IN

SALT LAKE CITY, UTAH

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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
GOVERNORS PLAZA HOA
560 E SOUTH TEMPLE
SLC UT 84102
BY: CBA, DEPUTY - MA 62 P.

Additional rules, regulations, and administrative procedures and requirements may be found in Utah State Condominium Law, the Articles of Incorporation, the Bylaws, and the Rules and Regulations.

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AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR

GOVERNOR'S PLAZA CONDOMINIUM

This Declaration is recorded by the Governor's Plaza Condominium Owners' Association, upon its approval by the Owners, and is effective as of the date it is recorded in the Salt Lake County Recorder's Office.

RECITALS

1. Capitalized terms in this Declaration are defined in Article 1 or in other Sections of this Declaration.
2. The "Governor's Plaza Condominium Declaration of Covenants, Conditions, and Restrictions and Bylaws" was recorded on February 17, 1983, at the office of the Salt Lake County Recorder beginning at Book 5438, Page 2660, and as Entry No. 3760720 ("Enabling Declaration").
3. The "Governor's Plaza Condominium First Amended Declaration of Covenants, Conditions, and Restrictions" was recorded on August 2, 1985, at the office of the Salt Lake County Recorder beginning at Book 5678, Page 823, and as Entry No. 4119360.
4. The "First Amendment to Governor's Plaza Condominium First Amended Declaration of Covenants, Conditions, and Restrictions" was recorded on January 19, 1990, at the office of the Salt Lake County Recorder beginning at Book 6191, Page 2901, and as Entry No. 4872645.
5. The "Amended Declaration of Covenants, Conditions, and Restrictions of the Governors Plaza Condominiums, and Consent to Partial Amendment of Record of Survey Map of Governors Plaza Condominiums" was recorded on December 11, 1991, at the office of the Salt Lake County Recorder beginning at Book 6386, Page 0810, and as Entry No. 5167233.
6. A letter with the subject "Amendment to Governors Plaza Homeowners Association's Bylaws – Section V" and accompanying documents were recorded on November 15, 2001, at the office of the Salt Lake County Recorder beginning at Book 8526, Page 3739, and as Entry No. 8061191.
7. The Association, with the authority and approval of the Owners, hereby adopts this Declaration, which, along with and subject to any future amendments, shall be the sole Declaration for the Project. This Declaration shall amend and completely replace the Enabling Declaration and all prior declarations and amendments thereto, whether recorded or not, properly adopted or not, or referenced in this Declaration or not, prior to the date of the recording of this Declaration.

8. All rights of the Declarant defined in the Enabling Declaration have expired pursuant to the terms of the Enabling Declaration and Utah Code Ann. § 57-8-16.5. No Declarant approval is required for this amendment.
9. This Declaration is adopted to replace and update the terms of the Enabling Declaration and any amendments thereto, to further define the rights of the Association and the Owners, and to provide for the efficient and economical management of the Project. This declaration also intends to enable the Association to protect and enhance the value of the Units and the Project and to create a superior living environment.
10. The purpose of the Project is to serve primarily as an owner-occupied residential facility.
11. The Association and Owners hereby establish the Governing Documents for the mutual benefit and burden of the Association, and all current and future Owners, Occupants, Lenders, and others acquiring any interest in the Project.
12. The Owners have adopted this Declaration and the attached Exhibits in accordance with all requirements of the prior Governing Documents and the Utah Condominium Ownership Act.

NOW, THEREFORE, for the reasons recited above, the Association hereby adopts this Declaration.

ARTICLE 1 DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 “Act” means the Utah Condominium Ownership Act, Utah Code Ann. § 57-8-1, et. seq.
- 1.2 “Articles” means the Association’s Articles of Incorporation as may be amended from time to time.
- 1.3 “Assessment” means any monetary charge imposed or assessed on an Owner by the Association as provided in this Declaration or the Act.
- 1.4 “Association” means the Governor’s Plaza Condominium Owners’ Association, the membership of which includes each Owner in the Project. The Association is incorporated as a Utah nonprofit corporation.
- 1.5 “Balcony” means any balcony, patio, or deck appurtenant to any Unit.
- 1.6 “Board Member” means a qualified and elected or appointed member of the Board of Trustees.
- 1.7 “Board of Trustees” or “Board” means the body of elected or appointed individuals with primary authority to manage the affairs of the Association.

- 1.8 "Building" means the single, entire structure containing the Units in the Project.
- 1.9 "Bylaws" mean the Association's bylaws and all amendments thereto. No amendment to the Bylaws shall be effective until recorded.
- 1.10 "Common Area" means everything and everywhere in the Project, except the seventy-five (75) individual units. The Association owns the Common Area. No owner may bring any action for partition of the Common Area.
- 1.11 "Common Expenses" means:
- (a) all sums lawfully assessed against all of the Owners;
 - (b) expenses of administration, maintenance, repair, or replacement of the Common Areas; and
 - (c) the costs for:
 - (1) maintenance, repair, and replacement of those aspects of the Units that are maintained by the Association as provided for in this Declaration;
 - (2) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees retained by the Association;
 - (3) utilities, other than utilities that are separately metered and charged to the Units, extermination of pests, landscape maintenance, and other related services;
 - (4) insurance and bonds required or allowed by this Declaration;
 - (5) amounts deposited in reserves;
 - (6) other charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; and
 - (7) any other expenses of the Association arising from the operation of the Association as authorized by this Declaration and not otherwise excluded from Common Expenses by the Governing Documents or any applicable law.
- 1.12 "Declaration" means this document and all attached exhibits and any and all amendments to this Declaration.
- 1.13 "Governing Documents" means this Declaration, the Plat, the Bylaws, the Rules, the Articles of Incorporation, and any other documents or agreements binding upon all of the Owners.
- 1.14 "Lender" means a holder of a mortgage or deed of trust on a Unit.

- 1.15 “Limited Common Area” means that portion of the Common Area specifically designated in this Declaration or the Plat for the exclusive use of Owners of one or more Units to the exclusion of other Owners. Conveyance of a Unit includes the use of the Limited Common Area designated for the Owner of the Unit. Limited Common Area includes the following:
- (a) All windows and window frames on the exterior boundary of Units.
 - (b) All doors on the exterior boundary of a Unit that lead to a hallway or balcony, including sliding doors, and associated thresholds, jambs, hinges, doorbells, chimes, handles, and locks and all associated components therein.
- 1.16 “Manager” means the Person engaged by the Association to manage the Project.
- 1.17 “Occupant” means any Person, other than an Owner, in possession of, using, entering into, or living in a Unit. This includes, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant. Occupants shall include any trespassers or previously lawful Occupants if the Owner fails to secure the Unit against trespass, fails to take action necessary and appropriate to remove trespassers or previously lawful Occupants upon notice of the trespass or occupancy. The definition of Occupant also holds if the Owner fails to take reasonable measures to become aware of unauthorized Occupants in the Unit.
- 1.18 “Owner” means the Person or Persons who have title to a Unit, including those who hold a fee simple interest in the Unit, in whole or in part, or has a contractual right to acquire a fee simple interest in a Unit, whether or not recorded. Owner shall also include a trust or other entity created for estate planning purposes if that trust or entity has fee title; however, Owner shall not include a trustee of a deed of trust. The recording of a deed to a person that has not agreed to take ownership of a Unit shall not be considered a legal conveyance of title.
- 1.19 “Person” means an individual, corporation, estate, partnership, trustee, association, joint venture, government, governmental subdivision or agency, or any other legal entity.
- 1.20 “Plat” means the record of survey map or maps of the Project, the “condominium plat” as used in the Act, recorded in the records of the County Recorder of Salt Lake County, Utah and all amendments and supplements thereto. The Plat for the Project is recorded at Book 83-2, Page 2, as Entry No. 83-2-25. The Plat contains fifteen (15) pages.
- 1.21 “Project” means Governor’s Plaza Condominiums, which consist of the land, whether leasehold or in fee simple, the Building, all improvements and structures and all easements, rights and appurtenances belonging thereto. Project also includes all articles of personal property intended for use in connection with the Project as defined by the Plat and this Declaration including the Units, the Common Area, and the Limited Common Areas. Project as defined in this Declaration means “Property” as defined in the Act.
- 1.22 “Property” means that portion of the project constituting the real property as described in Exhibit A and all easements and rights appurtenant thereto.

- 1.23 “Rules” means the rules and regulations adopted by the Association to assist in the management of the project.
- 1.24 “Terms and Conditions” means any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.
- 1.25 “Undivided Interest” means the interest of that Owner, expressed as a percentage in Exhibit B to this Declaration, in the Common Areas. Undivided Interest relates to voting, the payment of Common Expenses, and for other purposes indicated in this Declaration or the Act.
- 1.26 “Unit” means an individual condominium unit, unit, or condominium, all as defined in the Act, that consists of a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in the Building, and which is identified on the Plat. Except where the context specifically requires otherwise, reference to a Unit includes reference to the Undivided Interest appurtenant to the Unit.

ARTICLE 2 THE PROJECT

- 2.1 Submission to the Act. The Association hereby confirms that the Project is a condominium project as defined in the Act.
- 2.2 Binding Effect of Governing Documents. The Property is part of the Project. The Project and all of the Units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes, easements, and covenants and conditions running with the land. The Governing Documents shall 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. By acquiring any interest in a Unit an Owner consents to, and agrees to be bound by all Terms and Conditions in the Governing Documents.
- 2.3 Project Name. The Project is named “Governor’s Plaza Condominium” and is located entirely in Salt Lake City, Salt Lake County, Utah.
- 2.4 Modifying or Changing the Name of the Project. The name of the Project - Governor’s Plaza Condominium - may be changed only by a properly adopted amendment to this Declaration.
- 2.5 Nature of the Project.
- (a) The Project consists of the Building with fifteen (15) stories, two (2) of which are underground parking and storage levels. The building is constructed of post tension concrete slab with concrete columns and interior sheetrock on metal studs.

- (b) The Project contains seventy-five (75) Units in the Building. The Plat mistakenly indicates on the first page that the Project includes seventy-six (76) Units. This error was the result of a failure to account for the creation of a larger Unit on the 7th floor (Unit 704), which is correctly identified on the plat. Unit 705 does not exist.
- (c) The Project is located directly adjacent to and physically connected with an office building and various parking structures. The Project and the office building share parking structures, both within and outside of the Project, and other infrastructure and access routes. The Agreements purportedly defining some or all of these rights are:
 - (1) the “First Amendment to Governor’s Plaza Reciprocal Easement Agreement and Supplementary Agreement,” recorded in the Salt Lake County Recorder’s office on January 7, 1994, beginning at Book 6846, Page 1626, and with Entry No. 5706543;
 - (2) the “Governor’s Plaza Reciprocal Easement Agreement” recorded in the Salt Lake County Recorder’s office in 1981, beginning at Book 5257, Page 252, and with Entry No. 3572468; and
 - (3) any other plats, documents, easements, that may be applicable, if any.

The provisions of those agreements and any other rights and obligations as between the Project and its Association or Owners and the adjacent office building and its owners are NOT intended to be altered by this Declaration.

- 2.6 Identification of Units. All of the Units are referenced specifically and identified by location on the Plat.
- 2.7 Registered Agent. The registered agent of the Association shall be the President, or in the absence of the President, the presiding officer, of the Association. The address of the Registered Agent is 560 East South Temple, Salt Lake City, Utah 84102. If the registered agent moves or is no longer available as the registered agent of the Association, the registered agent for the Association may be as provided for in entity filings and HOA registration for the Association. The registered agent in this Declaration may be changed by a recorded document solely for the purpose of updating the registered agent information, which may be approved of by the Board without any need for Owner consent.

**ARTICLE 3
DESCRIPTION OF THE UNITS, LIMITED COMMON AREA,
AND UNDIVIDED INTEREST**

- 3.1 The Unit.
 - (a) Each Unit is identified by a specific number on the Plat.
 - (b) Subject to further specification in this Declaration, each Unit consists of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat,

and all interior partitions and other fixtures and improvements within such boundaries. The horizontal boundaries of each Unit shall be the underside of the finished but unpainted or decorated ceiling of each level of the Unit, and the top of the finished but undecorated floor of each level in the Unit. The vertical boundaries of each Unit shall be the interior of the finished but undecorated walls located on the perimeter lines of the respective levels of the Units as shown on the Plat. All framing, concrete, and other structural components in the walls, floors, or ceilings on the vertical and horizontal boundaries of a Unit and all framing, structures, and concrete in any bearing walls are part of the Common Area. Generally, all wallboard, dry wall, concrete, and framing in walls, ceilings, and floors on the boundaries of the Unit are not part of the Unit and are Common Area. All materials constituting any part of the finished surfaces or of the decorating in the Unit are part of the Unit. Generally, all paneling, tile, wallpaper, paint, carpet, hardwood flooring, linoleum, and other materials constituting any part of the finished surfaces or installed on the finished surfaces in a Unit are part of the Unit. All parts of exposed concrete structural components in the Building, including the surface, in or on the boundary of a Unit shall be Common Area. All parts of non-bearing walls and partitions inside the boundaries of a Unit are part of the Unit.

- (c) All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water, power, air, sewer lines, or any other similar fixtures located inside the designated vertical and horizontal boundaries of a Unit and those between the point at which they enter the Owner's Unit and the point where they join the utility lines serving another Unit or exit the Building are part of the Unit.
- (d) The boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the Plat shall be conclusively presumed to be the actual boundaries rather than the description expressed in the Plat, regardless of the settling or lateral movement of the Building and regardless of minor variance between boundaries shown on the Plat and those of the Building or Unit.
- (e) Each Unit, together with its Undivided Interest in the Common Area, shall, for all purposes, constitute real property and may be individually conveyed and encumbered and may be inherited or devised by will. Any Unit may be held and owned by more than one Person as joint tenants or as tenants in common, or in any other real property tenancy relationship recognized under the laws of the state of Utah.
- (f) Each Unit may be assessed separately for taxes, assessments, and other charges of the state of Utah or of any political subdivision or special improvement district or of any other similar authority. The Common Area shall not be subject to separate taxation or assessment.
- (g) Each Owner may separately convey, encumber, or mortgage the Owner's Unit. No Owner may encumber the Common Area, except to the extent of the Undivided Interest in the Common Area appurtenant to the Unit. The provisions of this Declaration shall be superior to any such interest and in the event of any

foreclosure, judicial or otherwise, the Person taking title shall be subject to this Declaration.

3.2 Limited Common Area.

- (a) The Limited Common Area associated with each Unit shall consist of areas identified on the Plat or in this Declaration as Limited Common Area.
- (b) Parking and Storage spaces are assigned as provided in Exhibits B and C. They shall be Limited Common Area associated with the Unit. The Plat as originally recorded is inconsistent with actual parking area assignments and the physically usable parking spaces that actually exist. The Plat as originally recorded is inconsistent with the storage area construction and assignments. Exhibit C contains a diagram of actual storage area and parking space assignments and locations in the building and shall supersede the plat related to these assignments. The locations of storage areas are represented in Exhibit C but the drawings in Exhibit C are not intended to be dimensionally accurate. The Association may from time to time replace the storage unit structures or cages with different materials. If required for safety or any other reasonable purpose, the Association may adjust the size or dimensions of the storage units/cages while maintaining the original sizes to the extent possible.
- (c) Owners may permanently trade and reassign parking spaces or storage units subject to the following conditions:
 - (1) each Unit must retain the original number of parking spaces and a storage Unit;
 - (2) owners must pay any expenses, including legal fees, that the Association incurs to evaluate and respond to a request for reassignment, verify the procedures and requirements of this Declaration for reassignment, prepare an assignment instrument to properly document the assignment, and properly document and record any such instrument;
 - (3) an amendment documenting the reassignment must be recorded;
 - (4) the Board must approve of the transfer, which approval shall not be unreasonably withheld; and
 - (5) all Owners of Units involved in the trade and permanent reassignment must sign the reassignment instrument, along with the majority of Board members confirming that the Board approved of the reassignment.
- (d) Except as provided in Section 3.2(c), the right to the exclusive use of the Limited Common Area is appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

- 3.3 Undivided Interest of Each Unit in the Votes of the Association. The Owners of each Unit are entitled to vote their Undivided Interest for all matters related to the Association that Owners are permitted or required to vote or approve. The Undivided Interests are provided in Exhibit B. Any difference in square footage, location, size, value, or other aspect of any Unit shall not be a reason to alter or change any Undivided Interest.
- 3.4 Plat. The Plat and all dimensions, descriptions, and identification of boundaries therein shall be binding on the Association and the Project. If any conflict exists between the Plat and this Declaration, this Declaration shall control.

ARTICLE 4
MAINTENANCE, REMODELING, AND UTILITIES

4.1 Owner Responsibility.

- (a) The Owner of a Unit shall furnish and be responsible for, at the Owner's own expense, all of the maintenance, repair, and replacement of all of the following with regard to the Owner's Unit:
- (1) all doors to Balconies and to Common Area hallways, including thresholds, jambs, hinges, doorbells, chimes, handles, and locks;
 - (2) all paneling, tile, wallpaper, paint, carpet, finished interior flooring, fireplaces, and any other materials constituting the finished interior surfaces of floors, ceilings, or walls;
 - (3) all drywall, wallboard, or similarly functioning materials within the Unit associated with interior non-bearing walls;
 - (4) all framing, insulation, and other materials associated with interior nonbearing walls;
 - (5) all fixtures, appliances, and other improvements in the Unit;
 - (6) all equipment, lines, pipes, wiring, and fixtures related to the provision of sewer and water drainage and removal, hot and cold water, power, natural gas, Internet, television, telephone, and any other utility service, whether located inside or outside of the Unit that serve an Owner's Unit exclusively.
- (b) The Owner shall be responsible for keeping the following areas in a clean and sanitary condition and free of pests and rodents:
- (1) the Unit;
 - (2) the Balconies appurtenant to the Unit;
 - (3) any Limited Common Area storage areas appurtenant to the Unit; and

- (4) the surface of any window on the exterior boundary of the Unit.
- (c) The Board may adopt and enforce rules respecting what may or may not be kept, installed, or left on or in any Balcony, storage area, parking area, or other Limited Common Areas.
- (d) The Board may adopt and enforce Rules related to parking areas including requirements to keep areas free of clutter, debris, and other items.
- (e) Owners may install awnings on Balconies subject to the following requirements:
 - (1) prior written approval of the Board; and
 - (2) compliance with all requirements for installation, maintenance, and standards for the awnings established by the Board.

4.2 Association Responsibility.

- (a) Except as otherwise assigned to the Owners, the Association will repair, maintain, replace, and clean the Common Area as defined in Section 1.10.
- (b) The Association has the right to remove fixtures from, add fixtures and structures to, and otherwise modify the Common Area subject to appropriate government approvals for material alterations to the Project. The Board shall do those things the Board deems reasonably necessary to maintain and protect the Common Area.
- (c) The modification, removal, or addition of fixtures and structures to the Project are governed by and subject to the following conditions, limitations, and restrictions:
 - (1) Any improvement, modification, removal, or addition of fixtures or structures to the Project that does not materially alter the Project, may be authorized by the Board alone.
 - (2) A material alteration to the Project is the installation or permanent removal of a materially significant fixture such as a swimming pool, hot tub, workout room, or parking area. Landscaping alterations, general remodeling, updating existing fixtures such as boilers, electrical systems, plumbing equipment, and the addition or removal of signs or small structures are not material alterations to the Project.
 - (3) Regardless of its cost and prior to being constructed or started, any improvement that would materially alter the Project must be authorized by a majority vote of Owners holding at least fifty percent (50%) of the Undivided Interest at the Annual meeting or at a meeting called for that purpose. No material alteration that changes the size, shape, or location of any Unit shall be permitted without the written consent of all directly affected Owners.

- (d) The Board shall determine the appropriate maintenance standard for the Common Area and Limited Common Area.
- (e) The Board shall maintain the Project's Balconies.
- (f) If the need for maintenance, replacement, or repair is caused by an Owner or an Occupant, the Association may assess to the Owner the actual cost of such maintenance, replacement, or repair to the extent the repair costs are not paid for by any applicable insurance.

4.3 Remodeling, Maintenance, and Repair of Units.

- (a) No changes to anything outside of the boundary of any Unit shall be commenced, erected, maintained, made, or done without the prior written approval of the Board.
- (b) Remodeling, improvement, maintenance, and repair of Units may be known as and collectively addressed as improvements.
- (c) An owner may do any remodeling of a Unit only with the prior written approval of the Board.
- (d) Remodeling is understood as the following:
 - (1) adding, moving, or removing walls;
 - (2) changing or altering plumbing pipes, electrical wiring, or ventilation ducts, including fireplace chimneys or flues;
 - (3) doing anything that involves the fire sprinkler system;
 - (4) changing any exterior doors or windows;
 - (5) and drilling, boring, nailing, or in any other way interfering with or defacing building support columns, beams, floors or ceilings.
- (e) Other remodeling restrictions may be adopted by the Board as Rules.

4.4 Default in Maintenance. If an Owner or Occupant fails to:

- (a) maintain or clean a Unit or Limited Common Area as required in the Governing Documents; or
- (b) make repairs otherwise required of the Owner in such a manner as may be deemed reasonably necessary in the judgment of the Board to preserve and protect the structural integrity, attractive appearance, good condition, and value of the Units in the Project;

then the Association may take any action allowed for a failure to comply with the Declaration and may give written notice to such Owner or Occupant stating with

particularity the nature of the default and the corrective action that the Board determines to be required and requesting that the same be carried out within a period of at least thirty (30) days. If the Owner or Occupant fails to carry out such action within the period specified by the notice then the Board may cause corrective action to be taken, which may include completing the repairs and replacements. The Board may assess the Owner for all associated costs.

- 4.5 Utilities. All utilities for individual Units, except those utilities that are metered collectively and paid by the Association as a Common Expense item, will be metered separately to each Unit and such utility charges shall be the responsibility of the Unit Owner. So long as natural gas is collectively metered and paid by the Association, natural gas shall be individually metered at each Unit and the Association shall apportion the cost of natural gas based on usage of each Owner and the apportioned costs shall be passed through and assessed to each Owner.

ARTICLE 5 ORGANIZATION AND GOVERNANCE OF THE ASSOCIATION

- 5.1 Organization of Association. The Governor's Plaza Condominium Owner's Association shall serve as the organizational body for all Owners.
- 5.2 Legal Organization. The Association is organized as a non-profit corporation. Any amendment or restatement of any documents related to the organization of the Association shall, to the extent possible under applicable law, be consistent with the Declaration and the Bylaws. If the non-profit corporation expires or is dissolved, any reorganization or reinstatement of the Association shall, to the extent possible and subject to any then existing legal requirements, adopt documents with terms substantially similar to the Governing Documents.
- 5.3 Membership. Membership in the Association shall at all times consist exclusively of the Owners.
- 5.4 Availability of Documents. The Association shall make current copies of the Governing Documents and other minutes, books, records, and financial statements related to the operations of the Association available to the Owners, Lenders, and insurers of any Lender, for a proper purpose. The term "available" as used in this Article means available for inspection and copying within thirty (30) days after receiving a proper request, during normal business hours and under other reasonable conditions. The Association may refuse to disclose information that the Board determines, in good faith, would reveal sensitive personal or financial information of another Owner or of an employee or agent of the Association, such as bank account numbers, birth dates, or social security numbers. The Association may require that the requester comply with any statutory provision or other legal requirement applicable to providing this information before providing it. Subject to any legal requirements to the contrary, the Association may charge a reasonable fee for the cost of producing documents or information.

- 5.5 Board of Trustees. The governing body of the Association shall be the Board of Trustees elected and removed as provided in the Bylaws. The Board shall consist of the number of members provided in the Bylaws. Except as otherwise provided in this Declaration or the Articles of Incorporation, the Board shall act, in all instances, on behalf of the Association. Except as provided elsewhere in the Governing Documents or applicable law, any reference to an act, right, or obligation of the Association in the Governing Documents may only be exerted or complied with through an action of the Board, except as may be specifically provided in the Declaration, Articles of Incorporation, or by applicable law.
- 5.6 Reasonable Ongoing Requirements for Board Members. The Bylaws shall place reasonable obligations and requirements on Board Members to retain their membership on the Board. The Bylaws shall further provide for a procedure for removal of any Board Member who fails to comply with the reasonable requirements.
- 5.7 Limitation on Authority of Owners, Board Members, and the Board. Neither the Board, any individual Owner, nor any individual Board Member shall have authority to act on behalf of the Association or the Board to:
- (a) amend or terminate any Governing Document;
 - (b) establish or change the qualifications, powers and duties, requirements, or terms of Board Members or of the Board; or
 - (c) authorize or agree to any deviation or exception from the Governing Documents.
- 5.8 No Reliance on Actions or Authorizations Contrary to Governing Documents. No one may rely upon any authorization, from the Board or otherwise, contrary to the terms of the Governing Documents, regardless of the circumstances under which it is given, and no claim or waiver or similar equitable or legal claim or defense may be raised by anyone related to any alleged reliance. It is the responsibility of anyone interacting with, visiting, occupying, or purchasing a Unit in the Project to verify that anything that the Association does, does not do, or authorizes related to the Project or the Association is in compliance with the terms of the Governing Documents.
- 5.9 Registration with the State. In compliance with Utah Code Ann. § 57-8-13.1, the Association shall be registered with the state Department of Commerce and shall update its registration to keep any required information current as required by law.

ARTICLE 6
RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION AND BOARD

- 6.1 Rights and Responsibilities of the Board. The Board, acting in all instances on behalf of the Association, shall have the following rights and responsibilities, in addition to any others set forth in the Governing Documents or provided by law:
- (a) The Board shall provide for the payment of Association expenses.

- (b) The Board shall establish, collect, and account for Assessments as necessary to operate the Project consistent with the requirements of the Governing Documents.
- (c) After having given the appropriate notice, or at any time in the case of an emergency, the Board, or its representative, may enter into any Unit to abate any infractions, to make repairs or correct any violation of any of the Governing Documents, or to abate any condition that threatens the health or property of any Owner or Occupant.
- (d) The Board shall adopt Rules for the regulation and operation of the Project after proposing them to and gaining approval by the Association and a reasonable comment period. The Rules shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any Governing Documents. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they are not in contradiction. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination if any is timely sought. A Rule must be reasonable in light of the circumstances pertaining to the situation or issue addressed by the Rule.
- (e) The Board shall hire a Manager to assist the Board in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the manager, employees, or other agents as it deems appropriate; provided, however, only the Board shall have the right to draft Association budgets, enter into contracts, levy fines to Owners, and establish general and special assessments. Any powers and duties delegated to the Manager or other Person may be revoked by the Board at any time, with or without cause. Any management agreement must be terminable without penalty and with or without cause upon thirty (30) days' notice. The Board has no authority to enter into any management agreement or contract inconsistent with the terms of the Governing Documents or that provides for any termination fee or requirement that termination be only for cause.
- (f) In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Board may:
 - (1) impose fines;
 - (2) terminate Owners' access to specified Common Areas and/or utility services paid as a common expense following notification procedures as specified in the Rules; and
 - (3) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.
- (g) The Board shall avoid conflicts of interest in all business dealings. To that end the Board shall establish rules to define those conflicts of interest that are inappropriate between Board members and Persons seeking to do business with the Association.

- (h) The Board shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to any particular Owner or group of Owners. The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as-needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum for:
 - (1) at least two (2) weeks' notice of the hearing to the Owners; and
 - (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.
- (i) Owner appeals of Board decisions will follow those processes established in the Bylaws.
- (j) The Board shall conduct an annual meeting at least once a year as provided in the Bylaws and shall conduct other meetings of the Association as are properly requested pursuant to the Governing Documents and Utah law.
- (k) The Board is authorized to establish a fee up to the maximum amount allowed by law to provide payoff information related to the transfer, refinance, or closing of a Unit.
- (l) The Board shall have the right to enter into agreements for the provision of cable, television, Internet, telephone, or other similar services for all of the Units. Such services shall be assessed to the Owners pursuant to the provisions of this Declaration and in any Assessment may be identified as a separate line item on invoices, statements, or notices of Assessment.
- (m) The Board shall uniformly and consistently enforce and implement the terms of the Governing Documents.
- (n) The Board shall have all other rights reasonably necessary to carry out the terms of the Governing Documents.
- (o) The Board shall establish and fund a reserve fund and obtain and update a Reserve Analysis as required in this Declaration and Utah law.
- (p) At least once every three (3) years, the Board shall have an independent Certified Public Accountant conduct a review of the Association's finances. The Board shall

make the review available to the Owners. Any Owner may have an audit conducted of the Association's records, at that Owner's expense, and the Board shall cooperate in providing access to any records needed for that audit. Upon receipt of a request signed by Owners holding twenty percent (20%) of the undivided interest, the Board shall have an audit conducted of the Association's finances and shall make the audit available to the Owners.

ARTICLE 7 BUDGETS AND ASSESSMENTS

- 7.1 Purpose of Assessments. Money collected by the Association shall be used for the purposes of:
- (a) protecting the health and safety of the Owners;
 - (b) the management, maintenance, care, preservation, operation, and protection of the Project;
 - (c) enhancing and preserving the value of the Project and Units; and
 - (d) funding the costs associated with the responsibility or power of the Association.
- 7.2 Budget and Regular Assessment.
- (a) The Board shall prepare a proposed budget for each fiscal year. The proposed budget for the new year shall be prepared and sent to the Owners not later than fourteen (14) days prior to the annual meeting.
 - (b) The proposed budget shall be presented to the Owners for approval at the annual meeting. If the proposed budget is not approved at the annual meeting, the prior year's budget shall remain in effect until such time as a new budget is approved at a meeting of the Owners called for that purpose. The budget approval meeting shall occur as soon as practicable.
 - (c) The budget shall estimate the total Common Expenses and sources of income, including assessments, to be received or incurred for the next fiscal year or, for a revised budget, that fiscal year. The budget shall be broken down into reasonably detailed expense categories. The budget may include reserves, contingencies, and estimates as the Board deems appropriate.
 - (d) If the proposed budget is modified by the Board after the mailing required prior to the annual meeting and before adoption, the Board shall send a written copy of the revised proposed budget to all Owners no later than fourteen (14) days before the adoption of the proposed budget or any revised budget and re-schedule the annual meeting so that fourteen (14) days' notice of the revised proposed budget is still given.

- (e) The Board shall determine the amount of the Assessments to be paid by the Owners of each Unit by multiplying the total budgeted amount by the Undivided Interest for each Unit.
- 7.3 Payment of Assessments. Unless otherwise established by the Board and communicated to each Owner, each Owner shall pay to the Association the Owner's Assessment in equal monthly installments.
- 7.4 Adjustments to Assessments. In the event the Board determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses it shall then propose a revised budget, distribute that revised budget, provide at least (14) days written notification of the revised budget, and schedule a special meeting of the Association to approve the proposed revised budget.
- 7.5 Owner and Personal Obligation for Assessment. Each Owner of any Unit, by acceptance of a deed or other instrument creating in the Owner the interest required to be an Owner, whether or not it shall be so expressed in the deed or other instrument and regardless of any lien rights or lack thereof, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association any Assessments as provided for in the Governing Documents, including any Assessments assessed and unpaid prior to the date the Owner became an Owner. Each such Assessment, together with any interest, collection charges, costs, and attorneys' fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment is assessed.
- 7.6 Improvements. Expenses for improvements to the Common Area may be included in the budget, paid through special Assessments, or paid in any other manner as determined by the Board.
- 7.7 Allocation of Assessments. Except as otherwise provided herein, all Assessments other than special Assessments to individual Units shall be allocated to Owners based on the Undivided Interest applicable to the Unit.
- 7.8 Rules Regarding Billing and Collection Procedures. The Board may adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all Assessments. Such procedures and policies may include, but are not limited to, naming the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement other than an account statement does not relieve any Owner of liability for any Assessment or charge under the Governing Documents.
- 7.9 Account Statement. The Association shall, within ten (10) business days after written demand, furnish to any Owner liable for Assessments or such other Person for whom an Owner has given written permission in a form acceptable to the Association a written account statement signed by an authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge allowed by law and provided for in the Rules may be collected

by the Association for the issuance of each such certificate. Each account statement is conclusive in favor of a person who relies on the written statement in good faith.

- 7.10 Special Assessments. Subject to any limitations in this Declaration for the particular type of expense, the Board is expressly authorized to set and collect special assessments to pay for unforeseen Common Expenses. Notwithstanding the wording or terms of any notice of special assessment, a special assessment shall be deemed assessed, for all purposes, on the date that notice of special assessment is distributed to Owners.
- 7.11 Assessments to Individual Units. Assessments may be imposed by the Board against a particular Unit and its Owner for any of the following:
- (a) costs incurred by the Association in bringing an Owner's Unit into compliance with the provisions of the Governing Documents;
 - (b) any charge designated as pertaining to an individual Unit in the Governing Documents;
 - (c) fines, late fees, collection charges, and interest; and
 - (d) attorneys' fees, costs and other professional expenses relating to any of the above.
- 7.12 Acceptance of Materials or Services. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof may be an Assessment pertaining to that Unit, at the discretion of the Board.
- 7.13 Application of Excess Assessments. In the event the amount of revenue budgeted to meet Common Expenses for a particular fiscal year exceeds the actual Common Expenses, the Board may apply the excess to reserves, credit the excess against future Assessments, or refund the excess to the Owners in proportion to the Undivided Interest of each Unit in the Common Expenses of the Project. The Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess of income exists for a prior year.
- 7.14 No Offsets. All Assessments shall be payable at the time and in the amount specified by the Board. No offset against any Assessment shall be permitted for any reason.
- 7.15 How Payments Are Applied. Unless otherwise provided in the Rules, all payments for Assessments shall be applied to the earliest charge. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.
- 7.16 Loans. Upon approval of Owners holding not less than fifty percent (50%) of the Undivided Interest by vote at a meeting called for that purpose, in emergency circumstances the Association may borrow money, enter into leases, and may provide such security as necessary for the loan or lease, including but not limited to securitizing, pledging, or assigning the Association's right to assess Owners. Notwithstanding anything to the

contrary, no Unit shall be security for any loan to the Association without that Unit Owners' consent.

ARTICLE 8 RESERVES

8.1 Requirement for Reserves. The Association shall obtain a reserve analysis and maintain a reserve fund for the maintenance, repair, and replacement of the Common Area and Limited Common Areas, in an amount determined by the Owners annually. The reserve requirement shall be subject to the following:

- (a) The Association shall identify a line item in the annual budget for reserves.
- (b) Reserve funds may be collected as part of regular or special Assessments.
- (c) The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.
- (d) The Association shall cause a reserve analysis with an onsite evaluation to be conducted at least once every six (6) years. The Association shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. The reserve analysis shall, at a minimum, estimate the need for and appropriate amounts for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas that have a useful life of three (3) years or more. The reserve analysis and updates shall project a minimum of fifteen (15) years into the future.
- (e) The reserve analysis report shall be prepared by a Person or Persons with:
 - (1) experience in current building technologies;
 - (2) a working knowledge of building-cost estimating and life-cycle costing for facilities and equipment; and
 - (3) the tools and knowledge to prepare a report.

Preferably, the Person preparing the reserve analysis will have the reserve specialist designation available through the Community Association Institute, the professional reserve analyst designation offered through the Association of Professional Reserve Analysts, or other designations by similar associations establishing that the Person has formal training related to preparing a reserve analysis.

- (f) At a special meeting or at the annual meeting of Owners, the Board shall present the most recent reserve analysis and any updates to the reserve analysis and provide an opportunity for Owners to discuss reserves. After such presentation and discussion, Owners shall vote on how to fund the reserves and in what amount. The

Association shall prepare and keep minutes of each meeting held under this Article and indicate in the minutes any decision relating to funding the reserve fund.

ARTICLE 9 NONPAYMENT OF ASSESSMENT

- 9.1 Delinquency. Assessments not paid when due are delinquent. Whenever an Assessment is delinquent, the Board may, at its option, invoke any or all of the remedies granted in this Article.
- 9.2 Collection Charges and Interest. The Association shall adopt, in the Rules, billing and collection procedures, including the amount of late fees and interest. The Board may also impose and assess to the Owner a collection charge, late fee, and any other reasonable charge related to collections, as the Board may establish in the Rules.
- 9.3 Joint and Several Liability of Owner and Future Owners. The Owners of a Unit are jointly and severally liable for all Assessments which have accrued related to that Unit. A Person is not liable for any Assessments accruing after that Person has lawfully transferred the Unit to a new Owner. The recording of a deed to a Person that has not agreed to take ownership of the Unit shall not be considered a legal conveyance of title. The obligation in this Section is separate and distinct from any lien rights associated with the Unit.
- 9.4 Lien. The Association has a lien on each Unit for all Assessments, which include, but are not limited to, interest, collection charges, late fees, fines, attorneys' fees, court costs, and other costs of collection, which shall include all costs and not be limited by those costs that may be awarded under the Utah Rules of Civil Procedure. This lien shall arise and be perfected as of the date of the recording of this Declaration and shall have priority over all encumbrances recorded after this Declaration is recorded, except as otherwise required by law. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Association provides otherwise in the notice of Assessment. The Association's lien shall have priority over each other lien and encumbrance on a Unit except:
- (a) a lien or encumbrance recorded before this Declaration is recorded;
 - (b) a first or second security interest on the Unit secured by a mortgage or trust deed that is recorded before a recorded notice of lien by or on behalf of the Association; and
 - (c) a lien for real estate taxes or governmental assessments or charges against the Unit.

The Association may, but need not, record a notice of lien on a Unit.

- 9.5 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in such an effort shall be assessed against the delinquent Owner and

the Owner's Unit, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency, plus interest and collection charges, if appropriate. Each Owner vests in the Association or its assigns the right and power to bring actions at law or lien foreclosures against such Owner or Owners for the collection of delinquent Assessments.

- 9.6 Foreclosure Sale. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. Pursuant to Utah Code Ann. Sections 57-1-20 and 57-8-44 to 53, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to the Governor's Plaza Condominium Association's Attorney of Record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.
- 9.7 Homestead Waiver. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Utah now in effect, or in effect from time to time hereafter.
- 9.8 Termination of Delinquent Owner's Rights. The Association shall have all rights provided for in the Act to terminate a delinquent Owner's rights to receive a utility service for which the Owner pays a Common Expense and access to recreational facilities.
- 9.9 Requiring Tenant to Pay Rent to the Association. Pursuant to and as provided in this Article, the Association shall have a right to demand and collect rent from any tenant in a Unit for which an Assessment is more than sixty (60) days late.
- 9.10 Attorney Fees. In addition to any attorneys' fees and costs provided for in this Declaration, the Association shall be entitled to recover all reasonable attorneys' fees and costs incurred as a result of an Owner's failure to timely pay Assessments, including but not limited to attorneys' fees and costs incurred to:
- (a) obtain advice about a default;
 - (b) collect unpaid Assessments;
 - (c) file lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments;
 - (d) file pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding;
 - (e) examine the debtor or others related to collections;
 - (f) monitor any bankruptcy proceedings including but not limited to regular monitoring of an Owner's progress in a chapter 13 plan for the duration of the plan;

- (g) file relief from stay motions, objections or other adversary proceedings in bankruptcy and all related activities including seeking and responding to discovery, taking depositions or examinations, introducing evidence, hiring and paying expert witnesses, filing motions and other pleadings, attending trials, hearings, or other court proceedings, including, as necessarily related, to assert any non-dischargeability of debts, to assert claims against the estate or co-debtors, to challenge exemptions, to pursue any appropriate adversary proceeding, or for any other reason related to the ultimate attempt to collect unpaid Assessments; and
- (h) foreclose a lien, secure lien rights, or provide for any notice of lien.

9.11 Association Foreclosure. If the Association takes title to a Unit pursuant to a foreclosure, it shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner, including but not limited to obligations to pay assessments, taxes, insurance, or to maintain the Unit. By taking a security interest in any Unit, Lenders agree not to make any claim against the Association for nonpayment of taxes, assessments, or other costs and fees associated with any Unit if the Association takes title to a Unit related to any failure to pay assessments.

ARTICLE 10 PROPERTY RIGHTS IN UNITS AND COMMON AREA

10.1 General Easements to Common Area and Units.

- (a) Subject to limitations in the Governing Documents, each Owner shall have an Undivided Interest in, and easement of use and enjoyment in and to, the Common Area for the purposes for which it was intended. Such use cannot hinder or encroach upon the lawful rights of the other Owners and may not extend into the Limited Common Area reserved for the use of an Owner of another Unit. Each Owner shall have an unrestricted and non-exclusive right of ingress or egress to and from the Owner's Unit over and across such Common Area, subject to any other restrictions related to such use. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated from any unit. Authorized Occupants shall have the same access and use rights to the Common Area as an Owner. All such rights shall be subject to any Rules established by the Board.
- (b) The Association shall have nonexclusive easements with the right of access to each Unit, including any Limited Common Areas, to make inspections, to prevent or mitigate damage to Units and to Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and those portions of the Unit that the Association is responsible for maintaining which are accessible from such Unit. Such rights shall be exercised only after the notice required in this Declaration. The Association shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Area for purposes necessary for the proper operation of the Project.

- 10.2 Public Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television lines, fiber optics, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such lines, fixtures, or equipment needed or determined by the Board to be helpful in serving the Project or Units are hereby reserved to the Association, together with the right to grant, alter, and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of the Association and all of the Owners as their attorney-in-fact, to any Person easements and rights-of-way in, on, over or under the Common Area or Units for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, Internet, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities. Each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Owners and those claiming by, through or under an Owner, agree to execute promptly all documents and instruments and to do all other things as may be necessary or convenient to effect easements at the request of the Association. However, no easement can be granted pursuant to this paragraph if it would permanently and materially interfere with the use, occupancy or enjoyment by any Owner of their Unit.
- 10.3 Easements for Encroachments. If any portion of the Common Area encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area, as a result of the manner in which the Buildings is constructed or due to settling, shifting, alteration, replacement, repair or restoration by the Association, a valid easement for encroachment and maintenance of such encroachment, shall exist for the life of the structure.
- 10.4 Limitation on Easement—Suspension of Owner’s Rights. An Owner’s Undivided Interest, right, and easement of use and enjoyment concerning the Common Area shall be subject to all limitations in the Governing Documents, and 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 any street, parking area, walkway or open area contained within the Common Area for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal services shall be recognized.
- 10.5 Views. Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner’s Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.

ARTICLE 11
USE LIMITATIONS AND CONDITIONS

- 11.1 Rules. The Association has authority to promulgate and enforce such reasonable Rules, regulations, and procedures as may aid the Association in carrying out any of its functions and to ensure that the Project is maintained and used in a manner consistent with the interest of the Owners.
- 11.2 Residential Occupancy. The primary purpose of Governor's Plaza Condominiums is to facilitate Owner residential occupancy. No trade or business may be conducted in or from any Unit unless approved in writing by the Board and no Unit may be leased except as described in this Declaration.
- 11.3 Smoking. This is a non-smoking building. No smoking is permitted within the building premises including inside of Units, in the Common Area, or in the Limited Common Area. Owners, Occupants and their guests will follow all laws pertaining to smoking outside of a public building. Current Owners are not required to comply with this restriction. Non-resident Owners are required to insert language regarding this restriction in any leases dated after the adoption of these CC&Rs.
- 11.4 Animals. No animals or pets of any kind are allowed in the Project, temporarily or permanently.
- 11.5 Floor Load. There shall be no floor load in excess of the weight for which the Unit was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the areas of the heavy use is obtained by the Owner and approved in writing by the Board. It shall be the Owner's responsibility to determine if any particular item exceeds the floor load capacity for a Unit.
- 11.6 Hazardous Substances.
- (a) Hazardous Substances are those substances defined as a toxic or hazardous substance by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdictions in which the Project is located that relate to health, safety, or environmental protection.
 - (b) Owners and Occupants shall comply with applicable Environmental Laws and fire regulations and shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or within the Project that are not properly possessed, controlled, safeguarded, and disposed of. No Owner or Occupant shall engage in or permit any action affecting the Project that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use, or storage on the Project of small quantities of Hazardous Substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project.

- (c) Each Owner shall indemnify, defend, and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings for bodily injury, property damage, abatement or remediation, environmental damage or impairment, or any other injury or damage resulting from or relating to any Hazardous Substances located under or upon or migrating into, under, from, or through the Project, which the Association or the other Owners may incur due to the actions or omissions of an indemnifying Owner. The foregoing indemnity shall apply:
- (1) when the release of the Hazardous Substances was caused by an indemnifying Owner or an Occupant; and
 - (2) whether or not the alleged liability is attributable to the handling, storage, generation, transportation or disposal of Hazardous Substances on the Project.

The obligations of each Owner under this Article shall survive any subsequent transfers of the Unit.

11.7 Variances. The Board may, at its option and in extenuating circumstances, grant variances from the Rules authorized by this Article if the Board determines in its discretion, by a vote of a majority plus one (1), that:

- (a) either that the Rules would create an unreasonable hardship or burden on an Owner or Occupant or that a change of circumstances since the recordation of this Declaration has rendered such Rules obsolete and unreasonable to enforce; and
- (b) the activity permitted under the variance will not have any financial effect or any other substantial adverse effect on the Owners or Occupants of the Project and is consistent with the high quality of life intended for residents of the Project.

Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by the approving members of the Board.

ARTICLE 12 INSURANCE

12.1 Insurance Requirement. The Board shall obtain insurance as required in this Declaration and as required by applicable law. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

12.2 Insurance Agent. The Board shall obtain the services of a highly qualified insurance agent.

12.3 Annual Insurance Report. Not later than thirty (30) days prior to the annual meeting of the Association, the Board shall obtain a written report by an insurance broker, agent, or

consultant with specific knowledge and experience in the community association insurance industry. The annual report shall set forth:

- (a) a summary description of the insurance coverage obtained by the Association, including the dollar amounts of any coverage, and any material exceptions, exclusions, and limitations on coverage;
- (b) whether the insurance coverage in effect for the Association complies with the requirements of this Declaration and the law;
- (c) a description of any earthquake insurance and material exclusions and limitations for that coverage and, if no earthquake insurance has been obtained, a conspicuous clear statement in both bold and uppercase letters stating: “NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION;” and
- (d) a description of any flood insurance and material exclusions and limitations for that coverage and if no flood insurance has been obtained, a conspicuous clear statement in both bold and uppercase letters stating: “NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION.”

The report shall also set forth recommendations regarding current policy provisions, deductibles, exceptions, exclusions, and recommendations, if any, for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to similar Projects. The annual insurance report shall be distributed to the Owners not later than fourteen (14) days prior to the annual meeting of the Association and shall be provided to any Owner at any other reasonable time upon request.

12.4 Property Insurance.

- (a) The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area, Limited Common Areas, and all Units, fixtures, and building service equipment.
 - (1) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or “all inclusive” insurance as those terms are used in the insurance industry
 - (2) At a minimum, the blanket policy shall afford protection against loss or damage by:
 - (i) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and
 - (ii) all perils normally covered by “special form” property coverage.
 - (3) The blanket policy shall be in an amount not less than one-hundred percent (100%) of current replacement cost of all property covered by the policy at

the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

- (4) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage:
- (i) a "Guaranteed Replacement Cost Endorsement" under which the insurer agrees to replace the insurable property regardless of the cost; or
 - (ii) a "Replacement Cost Endorsement" under which the insurer agrees to pay up to one-hundred percent (100%) of the property's insurable replacement cost but not more.

If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

- (5) The blanket policy that the Association is required to maintain shall also provide for the following endorsements:
- (i) "Inflation Guard Endorsement," if available;
 - (ii) "Building Ordinance or Law Endorsement." This endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction; and
 - (iii) "Equipment Breakdown."

Each of the foregoing endorsements shall provide that the insurer's minimum liability per incident at least equals the lesser of two million dollars (\$2,000,000.00) or the insurable value of the building.

- (b) If a loss occurs that is covered by the blanket policy in the name of the Association and by another property insurance policy in the name of an Owner, then, except as otherwise provided, the following formula applies:
- (1) The Association's blanket policy provides primary insurance coverage; the Owner is responsible for the Association's policy deductible. Building property coverage, often referred to as Coverage A, of the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible
 - (2) The foregoing is modified by the following:
 - (i) An Owner of a Unit that has suffered Unit Damage as part of a Covered Loss is responsible for an amount calculated by applying

the Unit Damage Percentage for that Unit to the amount of the deductible under the association's property insurance policy.

(ii) The terms "Covered Loss," "Unit Damage," and "Unit Damage Percentage" in the preceding Article have the following meanings:

(a) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.

(b) "Unit Damage" means damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit.

(c) "Unit Damage Percentage" means the percentage of total damage resulting in a covered loss that is attributable to Unit Damage.

(3) If an Owner does not pay the amount required under Section 12.4(b) within thirty (30) days after substantial completion of the repairs applicable to the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

(c) Flood Insurance.

(1) If any part of the Project is or comes to be situated in a "Special Flood Hazard Area" as designated on a "Flood Insurance Rate Map", a policy of flood insurance shall be obtained covering the Project or, at a minimum, that portion of the Project located within the "Special Flood Hazard Area," the "Insurable Property." That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the "Insurable Property" in an amount deemed appropriate, but not less than the lesser of:

(i) the maximum limit of coverage available under the "National Flood Insurance Program" for the "Insurable Property" within any portion of the Project located within a designated flood hazard area; or

(ii) one-hundred percent (100%) of the insurable value of the "Insurable Property."

(2) If the Project is not situated in a "Special Flood Hazard Area," the Board may, at its discretion, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(d) The Association may purchase earthquake insurance as the Board determines appropriate. If the Board elects not to purchase earthquake insurance, the Owners may do so by majority vote at an annual meeting, in which case the Board shall purchase earthquake insurance within sixty (60) days of the vote.

- (e) The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or ten-thousand dollars (\$10,000), whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.
- (f) If the Board determines that a covered loss is likely not to exceed the Association's property insurance policy deductible, and until it becomes apparent the covered loss exceeds the Association's property insurance deductible, and a claim is submitted to the Association's property insurance insurer:
 - (1) the Owner's policy is considered the policy for primary coverage for any loss to the Owner's Unit, to the amount of the Association's policy deductible;
 - (2) the Association is responsible for any loss to any Common Area;
 - (3) an Owner who does not have a policy to cover the damage to their Unit is responsible for that damage and the Association may, as provided in Section 12.4(b), recover any payments the Association makes to remediate that Unit; and
 - (4) the Association need not tender the claim to the Association's insurer.
- (g) The Board shall provide notice to each Owner of the Owner's obligation under Section 12.4(b) for the Association's policy deductible and of any change in the amount of the deductible. If the Board fails to provide notice of the initial deductible, the Association shall be responsible for the entire deductible in case of any loss. If the Board fails to provide notice of any increase in the deductible, the Association shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.

12.5 Comprehensive General Liability Insurance. The Association shall obtain "Comprehensive General Liability" (CGL) insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, repair, replacement, maintenance, or ownership of the Common Area and the Owner's membership in the Association. The coverage limits under such policy shall not be less than two million dollars (\$2,000,000) covering all claims for death of or injury to any one Person or property damage in any single occurrence. Such insurance shall contain a "Severability of Interest Endorsement" or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner.

12.6 Director's and Officer's Insurance. The Board shall obtain Directors' and Officers' liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract, except for a trustee or officer's willful misconduct or bad faith. This policy shall:

- (a) include coverage for volunteers and employees;
- (b) include coverage for monetary and non-monetary claims;
- (c) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims;
- (d) provide coverage for defamation; and
- (e) the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.

12.7 Insurance Coverage for Theft and Embezzlement of Association Funds. The Board shall obtain insurance covering the theft or embezzlement of funds that shall:

- (a) provide coverage for an amount of not less than the sum of three (3) months regular Assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and
- (b) provide coverage for theft or embezzlement of funds by:
 - (1) Officers and Board members of the Association;
 - (2) employees and volunteers of the Association;
 - (3) any Manager of the Association; and
 - (4) officers, directors, and employees of any Manager of the Association.

12.8 Workers' Compensation Insurance. The Association shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and may purchase workers compensation insurance even if the Association has no employees.

12.9 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

12.10 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

12.11 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. The Board shall have the right to negotiate all claims and losses and to receive any proceeds from the Association's insurance policies. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to an Insurance Trustee if one is designated, or to the Board; and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust

for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. The cost of repair or replacement of any Unit in excess of insurance proceeds and reserves is a Common Expense to the extent the Association is required under this Declaration or the law to provide insurance coverage for the Unit. The cost of repair or replacement of any Common Area in excess of insurance proceeds and reserves is a Common Expense. Each Owner hereby appoints the Board, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and appropriate disposition of all insurance proceeds, the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power of attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors or assigns of an Owner.

- 12.12 Insurance Trustee. The Board, or upon written request executed by Owners holding fifty percent (50%) or more of the Undivided Interest, shall hire and appoint an insurance trustee, with whom the Board shall enter into an insurance trust agreement, for the purpose of taking such action as the Board shall require related to a loss and receipt or potential receipt of insurance proceeds.
- 12.13 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting as an agent under direct authorization of the Association to terminate an insurance policy, an Owner's act or omission may not void an Association insurance policy or be a condition to recovery under a policy.
- 12.14 Waiver of Subrogation. All property CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association, the Owners, and any person residing with an Owner, if an Owner resides in the Unit, and the Association's agents and employees.
- 12.15 Right of Action. Nothing in this Declaration shall prevent an Owner suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a Person at fault for the loss.
- 12.16 Applicable Law. This insurance Article specifically intends to comply with the insurance requirements and provisions in Utah Code Ann. § 57-8-43. It is the intent of this provision that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE 13
PARTIAL OR TOTAL DESTRUCTION OF THE BUILDING

- 13.1 Reconstruction. In the event of partial or total destruction of the Building, the Association shall promptly take the following actions:
- (a) Ascertain the cost of reconstruction by obtaining fixed price bids from at least two (2) reputable contractors, including the obligation to obtain performance and lien payment bonds. If the Board in good faith determines that neither of the bids submitted under this Article reasonably reflect the anticipated reconstruction costs, the Board shall continue to attempt to obtain an additional bid that it determines reasonably reflects such costs. Such determination shall be made by the Board as soon as possible.
 - (b) The Board, or any Insurance Trustee if one is appointed, shall determine and liquidate the amount of insurance proceeds, if any, or establish a procedure by which any insurance proceeds shall be available for either a cash payment or for reconstruction
 - (c) Engage the services of a reputable licensed architect to advise and consult with the Board or any Insurance Trustee on all actions and decisions necessary under this Article.
 - (d) If an appraisal of any or all Units is required under this Article, the Board shall select the appraiser and any appraisal relied upon by the Board shall be final and not subject to challenge by any Owner for purposes of this Article.
- 13.2 Insurance Proceeds Sufficient for Reconstruction. If insurance proceeds are sufficient to reconstruct the Building and all Units suffering damage from fire or any other disaster, then the insurance proceeds shall be applied to reconstruct the Building, including all Units that have sustained damage. Reconstructing the Building means restoring the Building and Units to substantially the same condition in which they existed prior the fire or other disaster, with each Unit and the common elements having the same vertical and horizontal boundaries as before.
- 13.3 Insurance Proceeds Insufficient for Reconstruction. If insurance proceeds will be insufficient for reconstruction, the following shall apply:
- (a) If the cost of reconstruction is no more than twenty-five percent (25%) of the estimated fair market value of all of the Units in the Building, prior to the damage and destruction, then the Association shall proceed with reconstruction applying any insurance proceeds as provided for in Section 13.2. The cost of reconstruction in excess of insurance proceeds and reserves shall be a common expense.
 - (b) If the cost of reconstruction is greater than twenty-five percent (25%) of the estimated fair market value of all of the Units in the Project, prior to the damage and destruction, then the Board shall call a special meeting of the Owners for the purpose of voting on whether to reconstruct.

- (c) If the Owners, by a vote at such meeting of at least seventy-five percent (75%) of the Undivided Interest, decide not to proceed with such reconstruction:
- (1) The Property shall be deemed to be owned in common by the Unit Owners;
 - (2) The Undivided Interest in the Property owned in common which shall pertain to each Owner shall be the Owners' Undivided Interest as determined in this Declaration;
 - (3) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the Undivided Interest of Owner in the property.
 - (4) The property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of Undivided Interest owned by each owner in the property, after first paying out the respective shares of the Owners, to the extent sufficient for the purposes, all liens on the Undivided Interest in the property owned by each Owner.

ARTICLE 14 EMINENT DOMAIN

If a Unit, part of a Unit, limited common area, or common area is taken by eminent domain, Utah Code 57-8-32.5 applies.

ARTICLE 15 TERMINATION

- 15.1 Required Vote. The Project may be terminated only by the approval of Owners holding all of the Undivided Interest or as otherwise provided in Article 13.
- 15.2 Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the records of the County Recorder in Salt Lake County, Utah and is effective only on recordation.
- 15.3 Sale of Project. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- 15.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, provided that the contract is conditioned on the termination of the

Project. The contract is not binding on the Owners until approved pursuant to Sections 15.1 and 15.2. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to affect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.

- 15.5 Proceeds of Sale. Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Lenders as their interests may appear. Proceeds of the sale shall be distributed to Owners and Lenders as their interests may appear, based on the relative value of each Unit. The interest of any Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds. Following termination, Lenders holding notes on the Units that were recorded before termination may enforce those liens in the same manner as any lien holder. The value of each Unit for purposes of distributing proceeds shall be determined by an appraisal of each Unit, conducted by an independent appraiser selected by the Board. If any Owner disputes the appraised amount, the Owner shall notify the Association of the dispute within ten (10) days of receiving notice of the value of that Owner's unit. Upon timely notice of a dispute, the Owner shall select an appraiser who shall jointly with the Association's appraiser select a third appraiser to appraise the Unit. That appraisal shall be final as to the value of the Unit, regardless of whether it is lower or higher than the original appraisal. The Owner shall pay for the final appraisal.
- 15.6 Allocation Upon Termination. Unless provided otherwise herein, upon any liquidation or termination of all or part of the Project, the Association shall represent the Owners in any proceedings, negotiations, settlements or agreements related thereto. Each Owner hereby appoints the Association as attorney-in-fact for such purpose, including the allocation of any losses, awards or proceeds resulting from such termination or liquidation. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders.

ARTICLE 16

INTERPRETATION, CONSTRUCTION, AND APPLICATION OF DECLARATION

- 16.1 No Waiver. Failure by the Association or by any Owner to enforce any provisions of the Governing Documents in any certain instance or on any particular occasion shall not be a waiver of the right of enforcement as to that breach or any future failure to enforce.

- 16.2 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Articles of Incorporation, the Bylaws, and then the Rules. The Declaration shall take priority over the Plat.
- 16.3 Interpretation of Declaration and Applicability of the Act. The Project shall be governed by the Act. However, if there are any provisions of this Declaration that vary from or are in contrast to the Act they shall govern the Project to the extent allowed by the Act but only to the extent necessary to come into compliance with the Act.
- 16.4 Cumulative Remedies. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other. The Association and the Owners shall have the right to pursue any one or all of its rights, options, and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 16.5 Severability. Invalidation of any part of the Governing Documents by judgment or court order shall in no way affect any other part of the Governing Documents, all of which shall remain in full force and effect.
- 16.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a primarily owner occupied residential community and for the maintenance of the Project. The Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
- 16.7 Applicable Law. This Association is specifically made subject to the Act as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.
- 16.8 Gender and Number. Whenever the context of the Governing Documents require, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neutral, and vice versa.
- 16.9 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration, and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any provision of this Declaration is determined to be unenforceable in whole or in part for any reason.

ARTICLE 17
NOTICE

17.1 Notices. Any notice to be given to an Owner under the provisions of the Governing Documents shall be in writing and shall be delivered by any of the following methods:

- (a) by a written notice delivered personally to the Owner, which shall be effective upon delivery;
- (b) by a written notice placed in the first-class United States mail, postage prepaid, to the most recent address furnished by the Owner in writing to the Association for the purpose of giving notice, or if no address shall have been furnished, then to the street address of the Owner's Unit, which shall be deemed delivered seventy-two (72) hours after deposit;
- (c) by written email correspondence to the Owner that is sent to the email address provided by the Owner for the purpose of Association communications, or that is emailed to an email address from which the Owner has communicated related to Association matters. So long as no indication is received that the email may not have been delivered, it shall be deemed delivered seventy-two (72) hours after it is sent. The Association shall comply with any notice from an Owner that an email address is no longer being used or that designates an alternative email address for use by the Association;
- (d) by facsimile, whether to a machine or to an electronic receiving unit, that is sent to a facsimile number provided by the Owner for the purpose of Association communications. So long as no indication is received that the facsimile may not have been delivered, it shall be deemed delivered seventy-two (72) hours after it is sent; or
- (e) by any other method that is fair and reasonable as provided in the Act or otherwise provided by law.

Notwithstanding Section 17.1(a), the Association shall send notices to an Owner by U.S. Mail if the Owner, by written demand, asks that the Association send notices by mail.

17.2 Co-Owners. In the case of co-Owners, notice to one of the co-Owners is effective as notice to all co-Owners. The Association shall not be required to give more than one notice per Unit, whether electronic or not. In case any two co-Owners send conflicting notice demands, notice shall be proper if deposited in the in-house mailbox.

17.3 Special Notice Prior to Association Entry into a Unit.

- (a) In case of an emergency involving a potential loss of life or significant injury, the Association's agent or representative may enter the Unit immediately, without any notice.

- (b) In case of any emergency involving immediate and substantial damage to the Common Areas or to another Unit, before entering a Unit the Association's agent shall:
- (1) knock on the door and attempt to obtain permission to enter from an Occupant or Owner in the Unit;
 - (2) if no one answers the knocking, loudly identify who is knocking and state that the Agent identified is going to enter the Unit on behalf of the Association; and
 - (3) where practicable under the circumstances, attempt to telephone the Owner or any Occupant immediately after entry to inform them of the entry and the resolution of the issue.
- (c) If the Association's agent enters a Unit for any purpose permitted in this Declaration other than those identified in the prior two (2) sub-sections, before entering a Unit the Association's agent shall:
- (1) give ample notice to the Owner that an entry is required with such notice stating:
 - (i) that the Association's agent will enter the Unit;
 - (ii) the date and time of the entry;
 - (iii) the purpose of entering the Unit;
 - (iv) a statement that the Owner or Occupant can be present during the time the Association is in the Unit;
 - (v) the full names and phone numbers of any agents who will be entering the Unit;
 - (vi) any other information the Association deems appropriate to include; and
 - (2) deposit the written notice in the in-house mailbox to the Unit at least seven (7) days prior to entry into the Unit.

17.4 Notice to a Lender. Notice to a Lender shall be delivered by first-class United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit.

17.5 Notice to Association from an Owner. An Owner's notice to the Association shall be effective upon the satisfaction of any of the following delivery methods:

- (a) by a written notice delivered personally to, in order of preference, the Project manager, president of the Board, or any Board member, which shall be effective upon delivery;
- (b) by a written notice placed in the first-class United States mail, postage prepaid, to the most recent address of the Association, which shall be deemed delivered seventy-two (72) hours after such deposit;
- (c) by written email correspondence to the Project manager so long as no indication is received that the email may not have been delivered. Email shall be deemed delivered seventy-two (72) hours after it is sent; or
- (d) by facsimile, whether to a machine or to an electronic receiving unit, to the Project manager that is sent to a facsimile number provided by the manager.

ARTICLE 18 ATTORNEY FEES AND COSTS

18.1 Legal Costs Associated with Disputes with Owners. If the Association utilizes legal counsel to enforce any provisions of the Governing Documents after notice to the Owner that it intends to enforce the Governing Documents or after the Owner communicates or demonstrates an intent not to comply with the provision, the Association may assess all reasonable attorneys' fees and costs associated with such enforcement to the Owner, regardless of whether or not a lawsuit is initiated.

18.2 Costs. The term "costs" as used in this Article shall include all costs, including copying, deposition, expert witness fees, investigations, service, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader than the term is used in the Utah Rules of Civil Procedure.

18.3 Exception to Owner's Liability for Fees and Costs. If, related to any dispute with an Owner, any challenge by an Owner to a position of the Association as to a provision in the Governing Documents, or a request of an Owner for direction on the application of a provision, the Association incurs legal fees or costs related to the interpretation and application of a provision that the association could not establish an initial position on without having incurred the fees and costs, or results in a substantial modification to a prior position taken by the Association, then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This exception shall not apply if a lawsuit is pending with regard to the Owner and the issues arise as part of and during the lawsuit.

ARTICLE 19 LEASING AND NON-OWNER OCCUPANCY

19.1 Purpose. The purpose of Governor's Plaza Condominium is to serve primarily as an owner-occupied residential facility.

19.2 Non-Owner Occupancy. Non-owner occupancy is permitted.

19.3 Declaration and Rules Governing Non-Owner Occupancy. Notwithstanding anything to the contrary in this Declaration or in the Bylaws any leasing and non-owner occupancy of a Unit shall be governed by this Article.

19.4 Definitions.

(a) "Non-Owner Occupied Unit" means:

- (1) for a Unit owned in whole or in part by an individual or individuals, the Unit is occupied by someone when no individual Owner occupies the Unit as the individual Owner's primary residence; or
- (2) for a Unit owned entirely by one or more entities or trusts, the Unit is occupied by anyone.

(b) "Family Member" means:

- (1) the parent, sibling, or child of an Owner and that family member's spouse and/or children; or
- (2) in the case of a Unit owned by a trust or other entity created for estate planning purposes, a Person occupying the Unit if the trust or other estate planning entity that owns the Unit was created for the estate of:
 - (i) an Occupant of the Unit; or
 - (ii) the ascendants or decedents and spouses of the Occupant of the Unit.

19.5 Permitted Rules. The Board shall adopt Rules requiring:

- (a) reporting and procedural requirements related to non-owner occupied Units and the Occupants of those Units including requiring informational forms to be filled out by Owners and/or residents verifying that occupants have been given a copy of the governing documents, identifying non-owner occupants, vehicles, phone numbers, etc.;
- (b) a copy of the lease be submitted to the building manager;
- (c) reasonable fees related to the administration of leased and non-owner occupied Units; and
- (d) other reasonable administrative provisions consistent with the requirements of this Declaration.

19.6 Requirements for Leasing and Non-Owner Occupancy. The Owners of all Units must comply with the following provisions:

- (a) Any lease or agreement for otherwise allowable non-owner occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the Occupant shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy does not include these provisions, they shall nonetheless be part of the lease or agreement and binding on the Owner and the Occupant;
 - (b) If required in the Rules or requested by the Board, a copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board;
 - (c) The Owner of a Unit shall be responsible for compliance with the Governing Documents by any non-owner or guest. In addition to any other remedy for noncompliance with this Declaration, the Association shall have the right to initiate a forcible entry and unlawful detainer or similar action, with the purpose of removing the offending non-owner occupant or guest. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this Section and the Owner shall indemnify and pay the defense costs of the Association, the Board, the Manager and any of their agents, arising from any claim related to any action taken in good faith by any of them pursuant to this Section.
 - (d) No unit may be sub-leased by a lessee.
- 19.7 Exceptions for Family Members. If only family members occupy a Unit, then notwithstanding anything to the contrary herein,
- (a) Section 20.5 shall not apply to that occupancy;
 - (b) no written agreement regarding occupancy needs to be created between the family member and the Owner; and
 - (c) any written agreement regarding occupancy, to the extent it exists, may not be requested by the Board unless an Occupant has violated a provision of the Governing Documents and if requested, may only be requested related to remedying or taking action as a result of such a violation.

ARTICLE 20 GENERAL PROVISIONS

- 20.1 Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all provisions of the Governing Documents including the right to prevent the violation of any provisions and the right to recover damages and other sums for violations.
- 20.2 Non-liability of Officials. To the fullest extent permitted by applicable law, neither the Board nor any officer of the Association shall be liable to any Owner or the Association

for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.

- 20.3 Owner Liability and Indemnification. Each Owner shall be liable to the other Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act of that Owner or that Owner's guest or Occupant, to the extent that damage is either under the deductible of the Association or not covered by the Association's insurance. Each Owner agrees to indemnify each and every other Owner and Occupant, to hold other Persons harmless from, and to defend other Persons against, any claim of any Person for personal injury or property damage occurring within the indemnifying Owner's Unit, including its Limited Common Area, except to the extent that:
- (a) the injury or damage is covered and defended by the Association's insurance; or
 - (b) the injury or damage occurred by reason of the intentional act of the Association.
- 20.4 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for and preserving the Common Area and for other permitted purposes as set forth in this Declaration. No part of the funds shall inure to the benefit of any Owner other than as a result of the Association managing, maintaining, caring for and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration.
- 20.5 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in a Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same. Acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of any Owner or Occupant to execute documents and to do things on an Owner's or Occupant's behalf. Such an appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any individual Owner or Occupant.
- 20.6 Security. The Association shall in no way be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project, including the Common Area. The Association shall not be held liable for any loss or damage by reason of criminal conduct arising for any reason including any failure to provide security or any ineffectiveness of security measures undertaken. Each Owner or Person entering the Project acknowledges that the Association has no duty to any Owner, guest, or Occupant related to security or criminal conduct and expressly acknowledges that no duty is owed to anyone as is the case of a landlord or retail business. By purchasing a Unit in this Project

or residing in this Project, Owners and Occupants agree that the Association and the Board are not insurers of the safety or well-being of Owners, guests, or Occupants or of their personal property as it relates to criminal conduct. Each Owner, guest, or Occupant specifically waives any claim against criminal conduct and assumes all risks for loss or damage to Persons or property resulting from criminal conduct, to the extent any related damages are not covered by insurance.

- 20.7 Reasonable Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968, the Fair Housing Act, as amended, to accommodate a Person with a disability, as defined by Federal law, at the time the accommodation is requested. Reasonable accommodations or modifications may include modifications to a Unit, the Common Area, the Limited Common Area, or the Building, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this Article shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.
- 20.8 No Representations and Warranties. EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR ENTERING OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT.

ARTICLE 21 AMENDMENTS

- 21.1 Scope of Amendments. This Declaration may be amended to add new rights, restrictions, and obligations, or to remove or modify existing rights, restrictions, and obligations. The right to amend shall be broadly construed.
- 21.2 General Amendment Requirements. Except as otherwise provided herein, this Declaration may be amended by the affirmative vote of Owners holding Undivided Interest totaling at least sixty percent (60%) of the total Undivided Interest.
- 21.3 Execution and Effective Date of Amendments. An amendment that has been adopted shall be executed by the Board, certifying that the amendment has been approved and adopted and that the procedures and requirements necessary to amend the Declaration have been complied with. The amendment shall be effective when it is recorded in the office of the County Recorder of Salt Lake County, Utah.

- 21.4 Changes to Plat or Boundaries of the Project. The Association may adopt an amended Plat, supplemental Plat, correction to the Plat, or boundary agreement related to any boundary in or around the Project, including any boundary to any Unit or Units upon the approval by vote of at least sixty percent (60%) of Owners in the same manner as required to amend this Declaration. Any such Plat amendment may make material changes to the existing or prior Plat including the addition or removal of amenities, increasing the size of Units, deleting, adding, or modifying Common Area or Limited Common Area, or other changes in the layout of the Project. If any such amendment affects any boundary of a Unit or Limited Common Area, that Unit Owner must consent. If the approval required herein is obtained, each and every Owner:
- (a) shall sign, consent to, and execute any further documents required for the finalization, recording, and/or governmental approval of any such document regardless of whether they approved of or consented to the change in the Plat; and
 - (b) grants the Association power of attorney to sign necessary documents on that Owner's behalf as necessary for the agreement, amendment, or correction.
- 21.5 Amendment to Conform to Law. The Board may, by following the provisions in this Article, amend this Declaration to conform the Declaration to any applicable legal requirements otherwise applicable to the Association, but only to the extent necessary to eliminate any conflict with the law, to add provisions required by law, or to add provisions that embody rights or obligations otherwise binding on the applicable parties as a matter of law. This procedure may also be used to change the Declaration to add or conform to any requirements necessary for Owners to obtain government insured or guaranteed financing such as through VA, FHA, FNMA, or similar programs or to comply with any directive of any federal, state, or local government agency. The following procedures and requirements must be complied with for any such amendment:
- (a) The Board must obtain a written opinion from an attorney. The attorney must have significant experience and a regular practice in area of Community Association law. The attorney may be the Association's current counsel.
 - (b) The members of the Board must unanimously agree to the Amendment and evidence their agreement with signatures at the time it is recorded.
 - (c) Prior to approval the Board must provide to the Owners:
 - (1) the proposed amendment instrument;
 - (2) the language of this Article of the Declaration;
 - (3) the law that conflicts with the existing Declaration language or the provisions that must be complied with to permit owners to obtain financing;
 - (4) the attorney opinion letter required for the amendment; and
 - (5) a notice in which the Board:

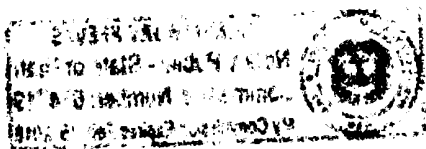
- (i) notifies the Owners that it intends to amend the Declaration pursuant to this Article;
- (ii) provides the Owners a right to object to the amendment within forty-five (45) days; and
- (iii) provides instructions on how, when, and where to properly make the objection.

The Board may include further explanation, information, and recommendations regarding the proposed amendment in the information provided to the Owners

- (d) If, upon the expiration of forty-five (45) days after that information is provided to the Owners as required by this Article, more than thirty percent (30%) of the Owners object to the amendment in a written notice to the Association, the Board may not approve the Amendment under this Article of the Declaration.

Having otherwise complied with all of the requirements of this Article, the Board members shall each sign the amendment instrument verifying that this Article has been complied with to the best of their knowledge and that fewer than thirty percent (30%) of the Owners objected after having received proper notice. The amendment shall be effective upon the recording of the document in the office of the recorder of Salt Lake County.

- 21.6 Amendments to Reassign Parking Spaces or Storage Units. This declaration may be amended solely to reassign parking spaces or storage units assigned on Exhibits B and C without any vote or meeting of the Owners, but only if the assignment complies with the requirements in Article 3.2 of this Declaration. The reassignment shall be effective when recorded. No other provision of this Declaration may be amended through any such reassignment instrument.
- 21.7 Consent of Seventy-Five Percent (75%) of Owners to Alter Undivided Interests. Notwithstanding anything to the contrary herein, the consent of seventy-five percent (75%) of the Owners shall be required to alter any Undivided Interests.



Dated this 29th day of Aug., 2018.

By: [Signature]
Signature

Jason Schatz
Typed or Printed Name

Its: HOA Board President

STATE OF UTAH

COUNTY OF SALT LAKE

:ss

I certify that Jason Schatz, who is known to me or who presented satisfactory identification, has, while in my presence and while under oath or affirmation,

voluntarily signed this document and declared that he/she is the President

of Governor's Plaza Condominium Owners Association; and that said document was signed by him/her on behalf of said Corporation by Authority of its Bylaws, or Resolution of its Board of Trustees, and acknowledged to me that said Corporation executed the same.

Dated this 29 day of August, ~~2016~~ 2017

By: [Signature]
Signature

Chester Jay Reeves
Typed or Printed Name
Notary Public

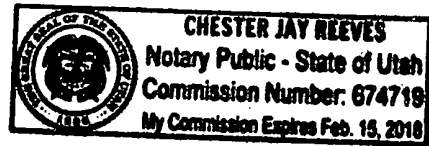


EXHIBIT A
LEGAL DESCRIPTION

Salt Lake County, Utah:

BEGINNING at a point North 89°58'27" East 55.00 feet and South 00°01'37" East 199.50 feet from the Northwest corner of Lot 6, Block 61, Plat "B", Salt Lake City Survey; running thence South 00°01'37" East 130.50 feet; thence North 89°58'27" East 275.00 feet; thence North 00°01'37" West 130.50 feet; thence South 89°58'27" West 275.00 feet to the point of beginning.

Subject to and together with all common areas, vehicular common areas and easement common areas as recorded in Book 5257, Pages 252-294 and Book 5242, Pages 1580-1622 in the office of the Salt Lake County Recorder.

EXHIBIT B
UNDIVIDED INTERESTS, ASSIGNED STORAGE, AND ASSIGNED PARKING

Unit Count	Unit # on the Plat*	Square Footage	Undivided Interest	Assigned Storage Area as Depicted in the Drawings included in Exhibit C	Assigned Parking as Depicted in the Drawings included in Exhibit C
1	C-101	1,985.95	1.5586 %	C101	C101, C101
2	C-102	1,532.84	1.2030 %	C102	C102, C102
3	C-103	1,532.84	1.2030 %	C103	C103, C103
4	C-104	1,985.95	1.5586 %	C104	C104, C104
5	P-101	2,018.00	1.5837 %	PL101	PL101, PL101
6	P-102	1,496.00	1.1740 %	PL102	PL102, PL102
7	P-103	1,496.00	1.1740 %	PL103	PL103, PL103
8	P-104	2,018.00	1.5837 %	PL104	PL104, PL104
9	201	2,038.00	1.5994 %	201	201, 201
10	202	1,562.00	1.2258 %	202	202, 202
11	203	1,562.00	1.2258 %	203	203, 203
12	204	2,038.00	1.5994 %	204	204, 204
13	301	2,074.00	1.6277 %	301	301, 301
14	302	1,528.00	1.1992 %	302	302, 302
15	303	1,528.00	1.1992 %	303	303, 303
16	304	2,074.00	1.6277 %	304	304, 304
17	401	2,086.00	1.6371 %	401	401, 401
18	402	1,584.00	1.2431 %	402	402, 402
19	403	1,548.00	1.2148 %	403	403, 403
20	404	2,086.00	1.6371 %	404	404, 404
21	501	1,593.00	1.2502 %	501	501, 501
22	502	1,319.00	1.0351 %	502	502, 502
23	503	1,318.00	1.0344 %	503	503, 503
24	504	1,593.00	1.2502 %	504	504, 504
25	505	1,584.00	1.2431 %	505	505, 505
26	506	1,508.00	1.1835 %	506	506, 506
27	507	1,235.00	.9692 %	507	507, 507
28	508	1,584.00	1.2431 %	508	508, 508
29	6A (601)	1,593.00	1.2502 %	601	601, 601
30	6B (602)	1,411.00	1.1073 %	602	602, 602
31	6C (603)	1,411.00	1.1073 %	603	603, 603
32	6D (604)	1,593.00	1.2502 %	604	604, 604
33	6E (605)	1,584.00	1.2431 %	605	605, 605
34	6F (606)	1,508.00	1.1835 %	606	606, 606
35	6G (607)	1,235.00	.9692 %	607	607, 607
36	6H (608)	1,584.00	1.2431 %	608	608, 608
37	701	1,593.00	1.2502 %	701	701, 701
38	702	1,411.00	1.1073 %	702	702, 702

39	703	1,411.00	1.1073 %	703	703, 703
40	704	3,244.00	2.5459 %	704	704, 704, 704, 704
	**				
41	706	1,508.00	1.1835 %	706	706, 706
42	707	1,235.00	.9692 %	707	707, 707
43	708	1,584.00	1.2431 %	708	708, 708
44	8A (801)	1,593.00	1.2502 %	801	801, 801
45	8B (802)	1,411.00	1.1073 %	802	802, 802
46	8C (803)	1,411.00	1.1073 %	803	803, 803
47	8D (804)	1,593.00	1.2502 %	804	804, 804
48	8E (805)	1,584.00	1.2431 %	805	805, 805
49	8F (806)	1,508.00	1.1835 %	806	806, 806
50	8G (807)	1,235.00	.9692 %	807	807, 807
51	8H (808)	1,584.00	1.2431 %	808	808, 808
52	9A (901)	1,593.00	1.2502 %	901	901, 901
53	9B (902)	1,411.00	1.1073 %	902	902, 902
54	9C (903)	1,411.00	1.1073 %	903	903, 903
55	9D (904)	1,593.00	1.2502 %	904	904, 904
56	9E (905)	1,584.00	1.2431 %	905	905, 905
57	9F (906)	1,508.00	1.1835 %	906	906, 906
58	9G (907)	1,235.00	.9692 %	907	907, 907
59	9H (908)	1,584.00	1.2431 %	908	908, 908
60	10A (1001)	1,593.00	1.2502 %	1001	1001, 1001
61	10B (1002)	1,411.00	1.1073 %	1002	1002, 1002
62	10C (1003)	1,411.00	1.1073 %	1003	1003, 1003
63	10D (1004)	1,593.00	1.2502 %	1004	1004, 1004
64	10E (1005)	1,584.00	1.2431 %	1005	1005, 1005
65	10F (1006)	1,508.00	1.1835 %	1006	1006, 1006
66	10G (1007)	1,235.00	.9692 %	1007	1007, 1007
67	10H (1008)	1,584.00	1.2431 %	1008	1008, 1008
68	1101	2,705.00	2.1228 %	1101	1101, 1101
69	1102	2,351.00	1.8450 %	1102	1102, 1102
70	1103	2,372.00	1.8615 %	1103	1103, 1103
71	1104	2,689.00	2.1103 %	1104	1104, 1104
72	1105	2,698.00	2.1174 %	1105	1105, 1105
73	1106	2,628.00	2.0624 %	1106	1106, 1106
74	1107	2,087.00	1.6378 %	1107	1107, 1107
75	1108	2,723.00	2.1370 %	1108	1108, 1108

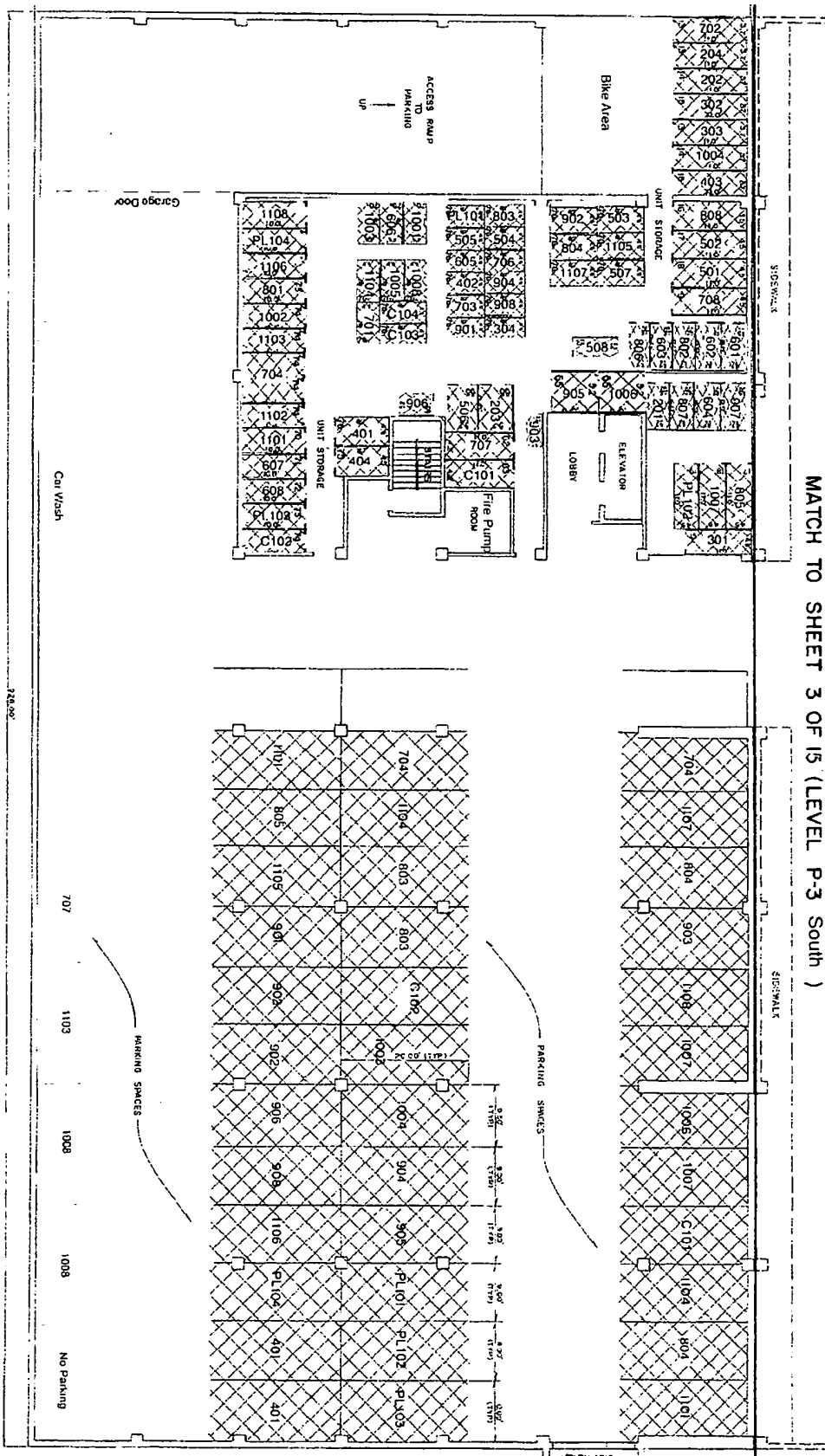
* The numbers in parenthesis, when identified, are numbers assigned to the Units in the original superseded Declaration and are retained for reference only

** Unit 705 was never constructed. Units 704 and 705 were not merged. Unit 704 was constructed originally in the area designated on the plat for Units 704 and 705.

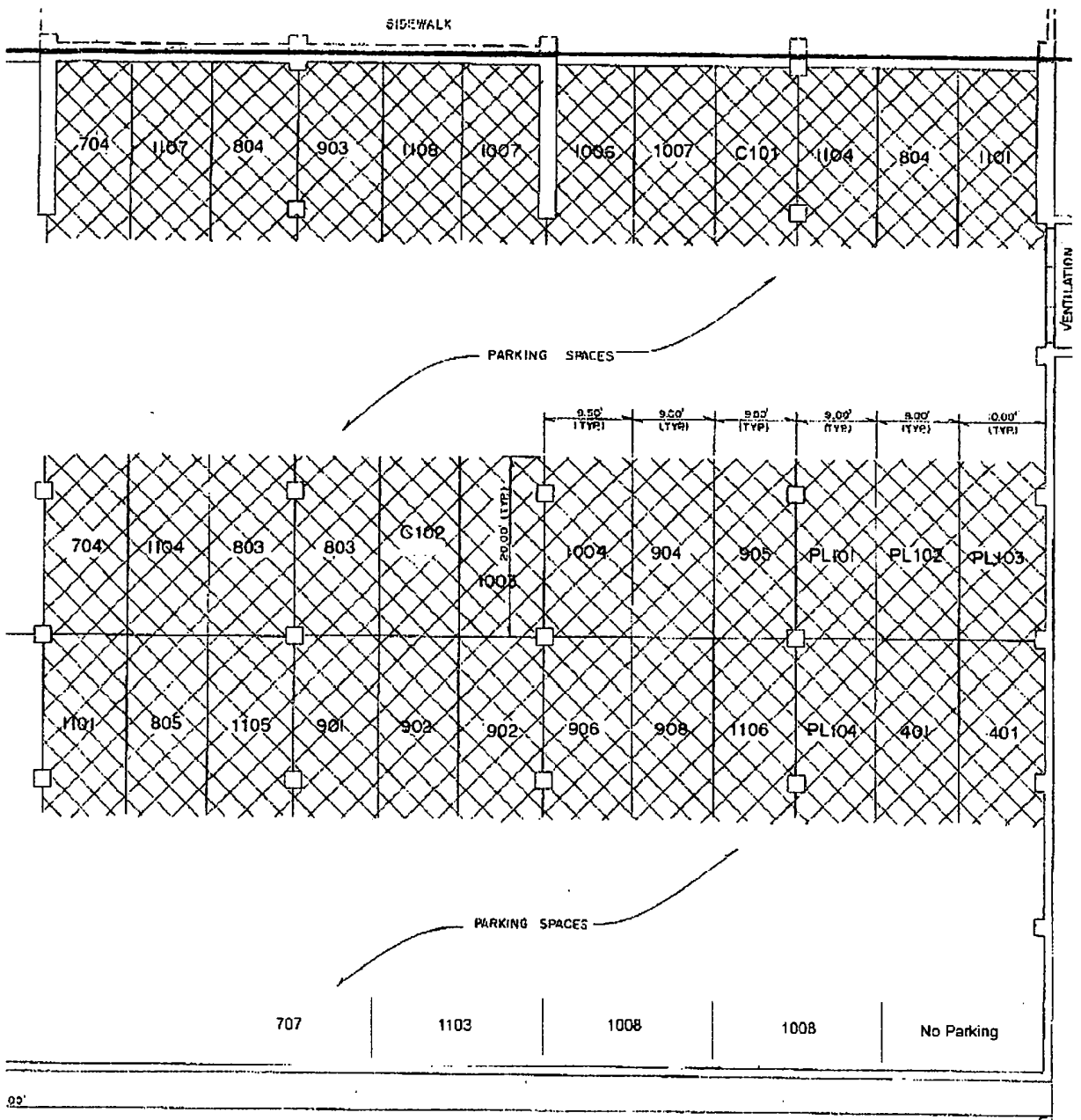
**EXHIBIT C
DRAWINGS AND ASSIGNMENTS
THAT SUPERSEDE AND REPLACE INCONSISTENT DRAWINGS AND
ASSIGNMENTS ON PLAT LEVEL – P-3 (NORTH) AND LEVEL P-3 (SOUTH) PLAT
PAGES 2/15 AND 3/15**

All Parking and Storage Areas assigned to a Unit in this Exhibit C are Limited Common Area even if cross-hatching is not drawn into the area identified.

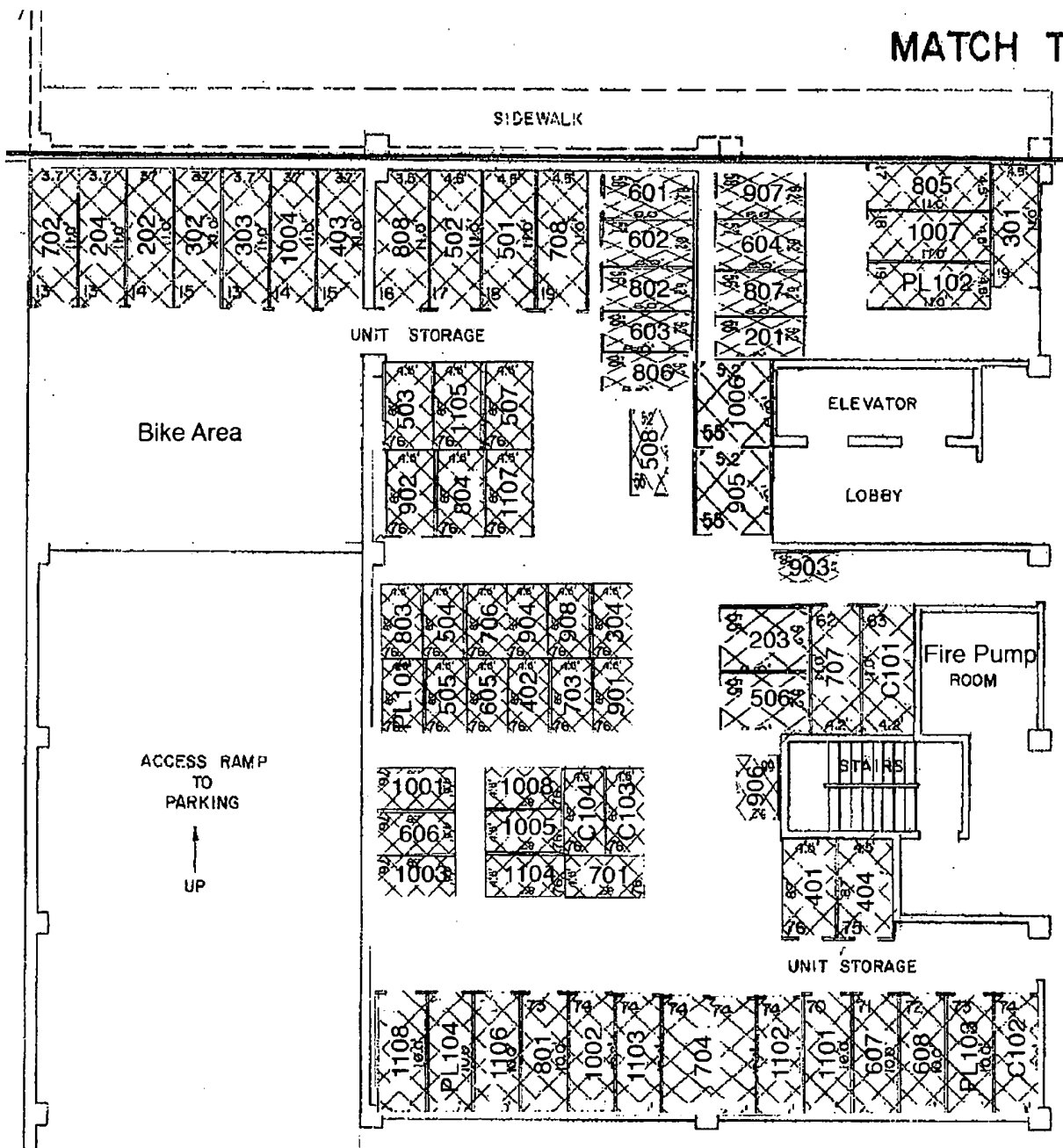
Boundary lines for Parking and Storage Areas in this Exhibit C are not always accurate or to scale and should not be relied upon for dimensions, even if they contain dimensions – but instead should be relied upon only for the location of the particular Parking space or Storage area.



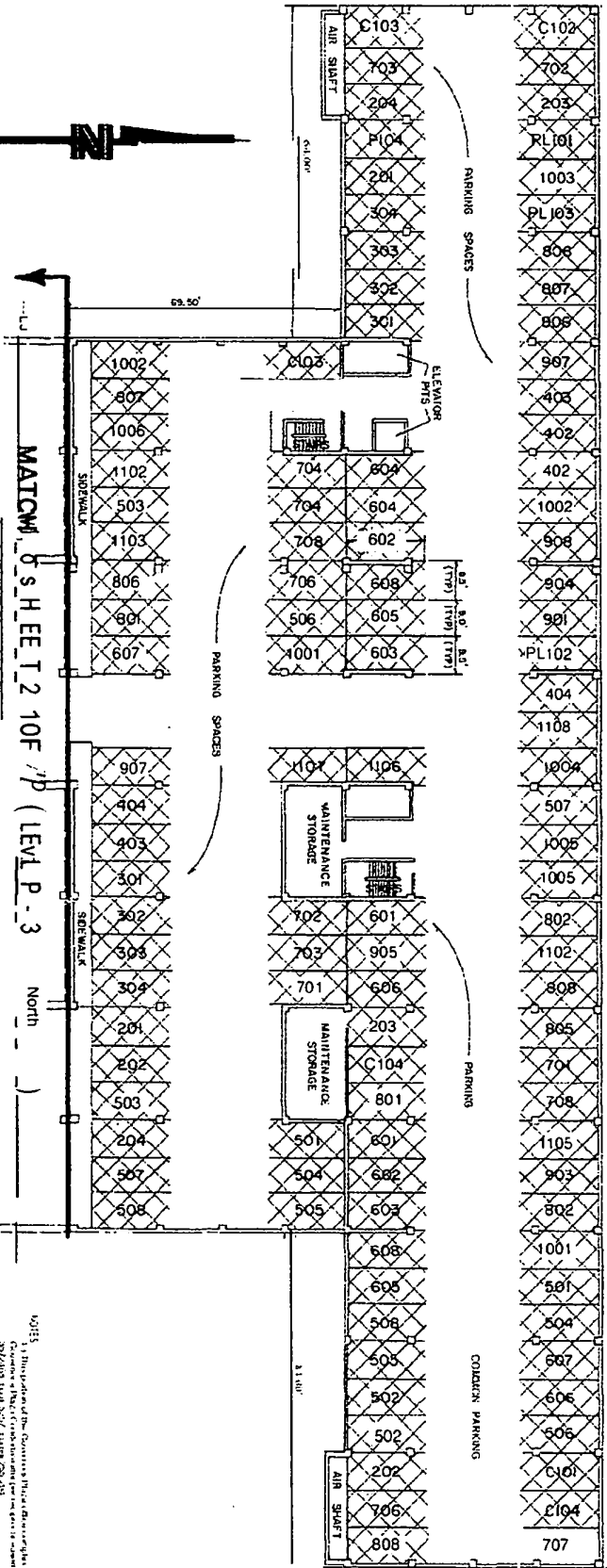
MATCH TO SHEET 3 OF 15 (LEVEL P-3 South)



MATCH T

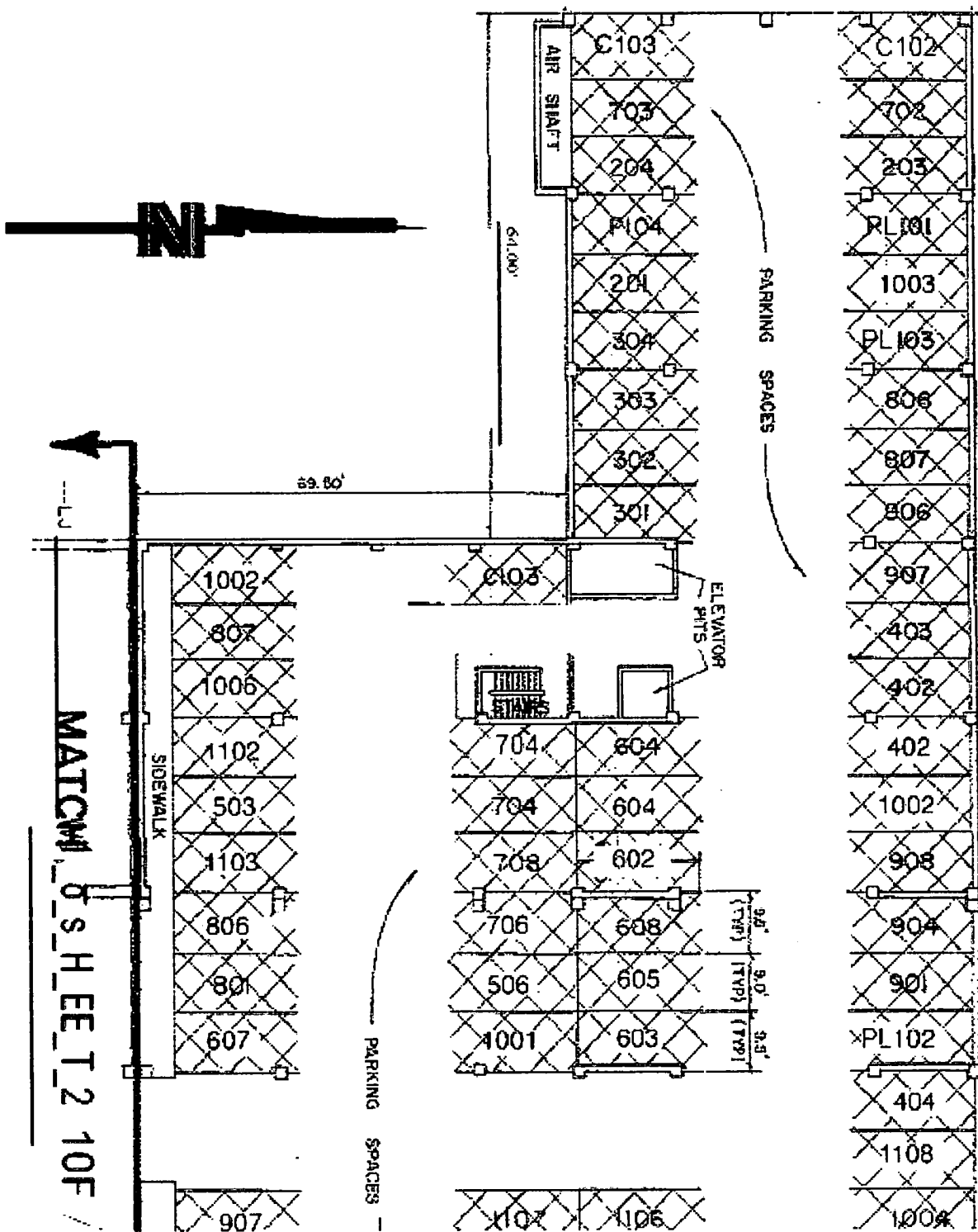


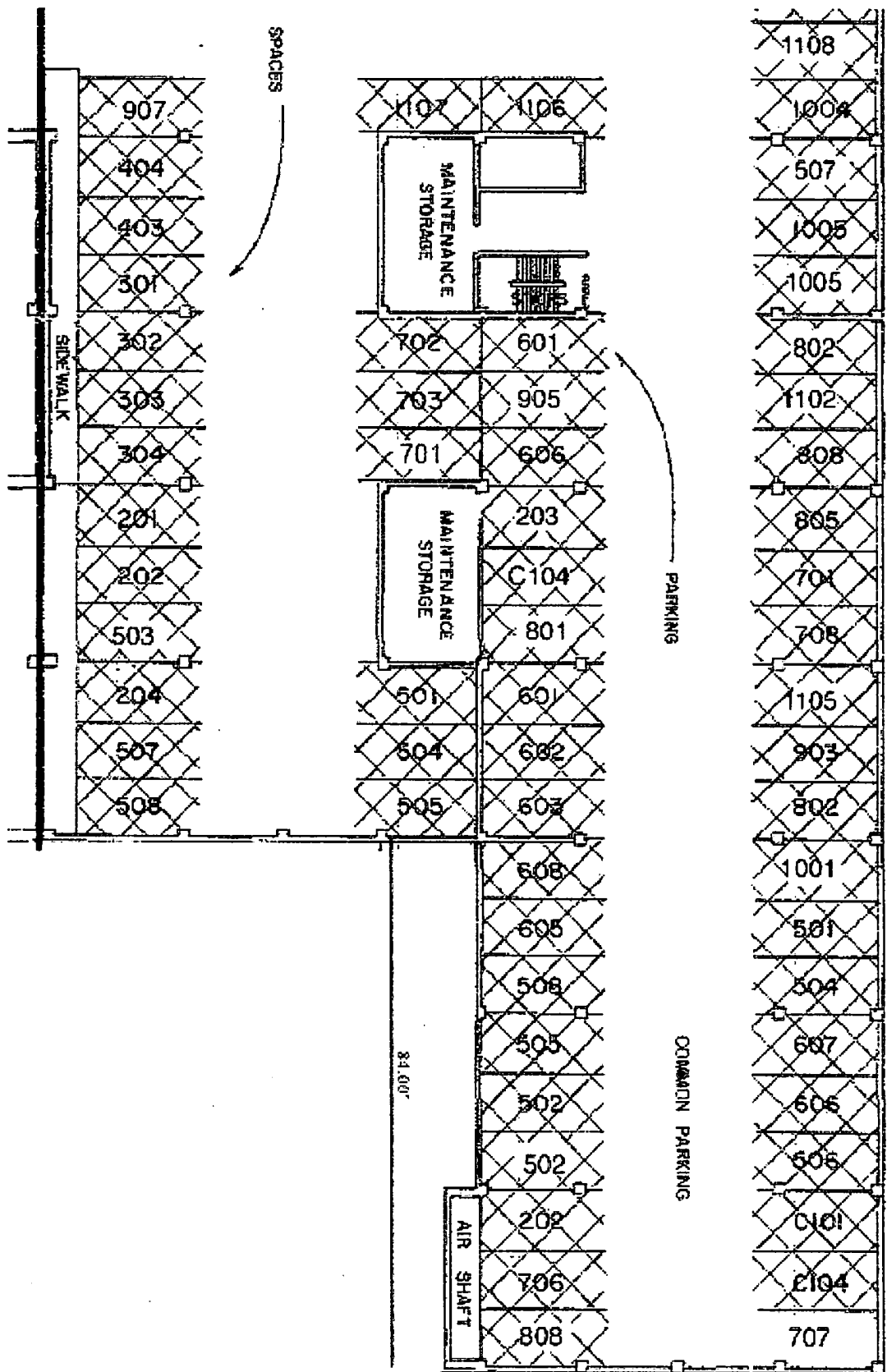
SCALE: 1" = 20'



AREA TO BE REMOVED FROM EXISTING

NOTES:
 1. This portion of the Contract is subject to the
 Conditions of Contract and the General Conditions
 of Contract set forth in the Contract Documents.
 2. The contractor shall be responsible for the design
 of the building and shall provide the design
 of the building and shall be responsible for the design
 of the building and shall be responsible for the design





X