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SECOND AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM FOR  
CANYON RACQUET CLUB CONDOMINIUMS

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This Second Amended and Restated Declaration of Condominium is made on the date executed below by the Board of Directors after being approved by at least 2/3rds of the undivided ownership interest in the Common Areas and Facilities.

**RECITALS**

A. Canyon Racquet Club Condominiums is a condominium project located in Cottonwood Heights, Salt Lake County, Utah;

B. Canyon Racquet Club Condominiums were created under and are governed by the Utah Condominium Ownership Act (Utah Code Ann. 57-8-1, *et seq.*) as amended from time to time;

C. Canyon Racquet Club Condominiums were created by a declaration of condominium recorded on July 14, 1981 as Entry No. 358269, in the Salt Lake County Recorder’s Office. This declaration, along with all amendments listed below, are hereinafter referred to as the “Original Declaration;”

- 1. Amended Declaration, September 21, 1985, Entry No. 4143350;
- 2. First Amendment to Amended Declaration, October 30, 1986, Entry No. 4340849;
- 3. Second Amendment to Amended Declaration, May 4, 1992, Entry No. 5248615

D. The association of unit owners for Canyon Racquet Club Condominiums may be incorporated as a Utah nonprofit corporation. If incorporated, it shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.

E. This Declaration replaces the Original Declaration and all its amendments in their entirety;

F. This Declaration shall be binding against all phases within the Project as described in Exhibit “A;”

G. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;

H. Under the Original Declaration, declarant rights have expired;

I. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit “A” and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;

J. Under the Original Declaration Section 23, the Board of Directors certifies that Owners holding more than 2/3rds of the undivided interests in the Common Areas and Facilities have approved this Amended and Restated Declaration;

K. Under Article VIII of the Bylaws, the Board of Directors certifies that a majority of Board of Directors have approved the amended and restated Bylaws;

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

## **1 DEFINITIONS**

Capitalized terms used in the Project Documents (including recitals) have the following meanings:

### **1.1 Articles**

Articles mean the Articles of Incorporation for the Canyon Racquet Club Condominiums Owners Association, Inc.

### **1.2 Association**

Association means The Canyon Racquet Club Condominiums Owners Association. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval. All Owners are Members of the Association. Unless specifically reserved for a vote of the Members, all acts taken by the Association shall be taken through its Board of Directors.

### **1.3 Board**

The Board means the Board of Directors. The Board governs the property, business, and affairs of the Association. The Board of Trustees will now be known as the Board of Directors.

### **1.4 Bylaws**

Bylaws mean the bylaws of the Association, as amended or restated from time to time. The Bylaws are attached to this document as Exhibit "C."

### **1.5 Common Areas**

Common Areas mean:

1.5.1 The land included within the Project;

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

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

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

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

1.5.6 The crawl space adjacent to the Unit, yards, gardens, parking areas and storage spaces;

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

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

**1.6 Common Expenses**

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of the Owners; expenses authorized by the Governing Documents or the Condominium Act as common expenses; any other expenses necessary for the common benefit of the Owners.

**1.7 Condominium Act**

Condominium Act shall mean Utah Code §§ 57-8-1 *et seq.*, as amended or replaced from time to time.

**1.8 Declaration**

Declaration means this document, as amended, supplemented, or restated from time to time.

**1.9 Director**

Director means a member of the Board.

**1.10 Eligible Mortgagee**

Eligible Mortgagee means a Mortgagee that has made a written request for notice.

**1.11 Family**

Family shall mean and refer to Family as defined by the Cottonwood Heights municipal code.

**1.12 Governing Documents**

Governing Documents shall mean the Declaration, Bylaws, Articles of Incorporation, Map, and rules and regulations.

**1.13 Limited Common Areas**

Limited Common Areas mean Common Areas shown on the Map or designated in the Declaration as reserved for use by a certain Unit or Units to the exclusion of the other Units. Limited Common Areas include entry decks, as shown on the Map, for each building.

**1.14 Map**

Map means the record of survey maps on file with the Salt Lake County Recorder recorded as Entry Nos. 3585268 and 3632956.

**1.15 Member**

Member means an Owner.

**1.16 Mortgage**

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

**1.17 Mortgagee**

Mortgagee means a holder, insurer, or guarantor of a first Mortgage on a Unit.



**1.18 Nonprofit Act**

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

**1.19 Owner**

Owner means the owner of the fee in a Unit together with an undivided interest in the Common Areas, as shown on the records of the Salt Lake County Recorder's office.

**1.20 Percentage Interest**

Percentage Interest means a Unit's undivided percentage interest ownership in the Common Areas. The Percentage Interest is assigned in Exhibit "B."

**1.21 Person**

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

**1.22 Project**

Project means Canyon Racquet Club Condominiums as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

**1.23 Resident**

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants (including short-term tenants), family members of Owners and tenants, and guests staying more than a week.

**1.24 Unit**

Unit means a separate physical part of the Project intended for independent use. Units include one or more rooms or spaces located in a building. The following are part of a Unit:

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

1.24.2 All non-load bearing interior walls or partitions;

1.24.3 All subflooring and any material constituting part of the finished surface of the floor;

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

1.24.5 Doors (including garage doors), door frames, windows, window frames, interior moldings, interior and exterior door casings, and any materials necessary to attach or weatherproof such;

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

1.24.7 Pipes, gas lines, fire suppression systems, valves, couplings, elbows, tees, escutcheons, water supply lines, water heaters, boilers, faucets, shower heads, finished

plumbing fixtures, or any other plumbing apparatus or fixture serving a single Unit, whether or not located within the Unit boundaries as defined on the Map.

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

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

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

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

1.24.12 All areas marked as private ownership on the Map.

## **2 SUBMISSION**

The Project and the Governing Documents are submitted to provisions of the Condominium Act.

## **3 IMPROVEMENTS**

### **3.1 Description of Improvements**

The improvements included in the Project consist of ten buildings of two configurations designated as "A" and "B" buildings. There are six "A" buildings and four "B" buildings. Each building contains four Units: one two-bedroom Unit, two three-bedroom Units, and one four-bedroom Unit. There are 40 Units in the Project.

All Units are multi-leveled and include garages and storage spaces. Some Units also contain private decks and/or patios. All Units have separate heating and air conditioning systems that are separately metered. Interiors are composed of sheetrock and paint on the walls and carpet, tile, linoleum, or other floor coverings on the floors.

The buildings are constructed with the following materials: frame construction with redwood siding and trim, asphalt shingles and brick gas-only fireplaces and some brick siding.

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

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

### **3.3 Description of Units**

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

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

### **3.4 Contents of Exhibit “B”**

Exhibit “B” shows the following information about each Unit: (a) the Unit designation; (b) the par value of each Unit; and (c) the Percentage Interest of undivided ownership interest in the Common Areas appurtenant to a Unit. To avoid a perpetual series of digits and to obtain a total of 100% undivided ownership interest, the last digit has been rounded up or down to a value that is most nearly correct.

### **3.5 Computation of Percentage Interests**

The proportionate share of the Unit Owner’s Percentage Interest in the Common Areas of the Project has been computed by determining the ratio between the par value associated with each Unit (as set forth in Exhibit “B”) and the aggregate par values of all Units in the Project.

After partial destruction or condemnation of the Project, the Percentage Interest in the Common Areas shall be adjusted to reflect an equal Percentage Interest in the Common Areas for the remaining Units.

## **4 EASEMENTS**

### **4.1 Easement for Encroachment**

If any part of the Common Areas or Limited Common Areas encroaches on a Unit, an easement for the encroachment and for maintenance shall exist. If any part of a Unit encroaches upon the Common Areas or Limited Common Areas, an easement for the encroachment and for maintenance shall exist. Such encroachments will not be considered to be encumbrances to the Common Areas, Limited Common Areas, or Units. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

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

Some of the Common Areas are located within or immediately adjacent to the Units. Some of the Common Areas are only accessible through the Units. The Association and other Owners shall have the irrevocable right to access each Unit for maintenance, repair, or replacement of the Common Areas. The Association and Owners’ right of access shall be exercised by the Board. Except for emergency repairs, access shall be gained during reasonable hours after notice.

### **4.3 Emergency Repairs**

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

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

Each Resident, guest, or invitee has the right to ingress and egress across the Common Areas and Limited Common Areas necessary for access to his or her Unit. Subject to the rules and regulations, each Resident has a right to enjoyment of the Common Areas. The rights described in this Section are appurtenant to and pass with title to the Unit.

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

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

#### **4.6 Association Easement**

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

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

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

## **5 MAINTENANCE**

### **5.1 Association's Area of Responsibility**

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

Limited Common Area entry decks, as shown on the Map, shall be maintained, repaired, and replaced by the Association. However, Owners shall keep the shared entry decks in a clean and sanitary condition.

Private decks, private enclosures, and garage doors may be painted by the Association during the Association's community-wide painting of all exteriors, and as funds allow. Unit Owners shall cooperate with the Association to facilitate the community-wide painting projects, including removing all items from the decks. However, this community-wide painting by the Association in no way shifts the maintenance, repair, and replacement responsibility for the private decks, private enclosures, and garage doors from the Unit Owner as stated in Section 5.2.

### **5.2 Unit Owner's Area of Responsibility**

Owners shall maintain, repair, and replace their Unit at their cost. An Owner's maintenance responsibility extends to all components of their Unit as defined in this Declaration, on the Map, and in the Condominium Act. This responsibility includes, but is not limited to, the maintenance, repair, and replacement for all private decks, patios, garages, and garage doors appurtenant the Unit. Units shall be maintained so as not to detract from the appearance of the project and to maintain the value of any other Unit. Units shall be maintained to protect and preserve the health, safety, and welfare of the other Units and Common Areas. Prior to maintaining, repairing, or replacing exterior doors, windows, exterior casings, private patios and decks, an Owner must submit their plans showing color, style, and shapes for written approval

by the Board.

## **6 MEMBERSHIP AND ASSOCIATION**

### **6.1 Membership**

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

### **6.2 Voting Rights**

The weight of an Owner's vote shall be determined by the Owner's Unit's percentage ownership interest in the Common Areas. Voting is governed by the Bylaws.

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

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

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

The Bylaws govern how the Board is established and selected.

## **7 USE RESTRICTIONS**

### **7.1 Use of Units**

The use of each Unit is restricted to residential, single family occupancy. Occupancy limits may be established by the Board via rule based upon the Unit's size and facilities, and the fair use of the Common Areas. Home businesses are allowed only as long as they do not increase traffic flow, cause a nuisance, increase use of Common Area facilities or utilities, or have an exterior indication of a business. Home businesses must be licensed as required by Utah law and comply with zoning code. The leasing of Units shall not be considered a home business, and is governed by Section 7.14 below.

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

Owners and Residents shall not obstruct Common Area. Owners and Residents shall not use Common Areas for their private use, unless approved by the Board. Owners and Residents shall not store anything in the Common Areas, except for parking in designate parking areas. Guests and visitors may also park in the designated visitor parking lots, as long as such parking complies with the parking rules established by the Board. Owners and Residents shall not alter Common Areas without prior written consent of the Board. Owners and Residents may not damage or commit waste to the Common Areas.

### **7.3 Cancellation of Insurance/Nuisance**

Owners and Residents shall not do or keep anything in a Unit, which would result in the cancellation of insurance or an increase in the premium. Owners and Residents shall not do or keep anything in a Unit which would violate a law. No noxious, destructive, or offensive activity shall be done in a Unit. No activity shall be done which creates a nuisance, including but not limited to the following:

- 7.3.1 The development of any unclean, unhealthy, unsanitary and possibly dangerous, unsightly, or unkempt condition on, in or about a Unit or Common Areas;
- 7.3.2 The storage of any item, property or thing that will cause any Unit to appear to be in an unclean or untidy condition or that will be noxious to the senses.
- 7.3.3 The accumulation of rubbish, unsightly debris, garbage, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Board or the Association;
- 7.3.4 The storage of any substance, thing or material upon any Unit that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;
- 7.3.5 The creation or maintenance of any noxious or offensive condition or activity in or about any Unit or Common Areas;
- 7.3.6 Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their guests or invites, particularly if the police or sheriff must be called to restore order;
- 7.3.7 Maintaining any plants, animals, devices or items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature that diminishes or destroys the quiet enjoyment of the Community by other residents, their guests or invites;
- 7.3.8 Excessive noise in, on or about a Unit or Common Areas, especially after 10:00 p.m. and before 7:00 a.m.;
- 7.3.9 Excessive traffic in, on or about any Unit or Common Areas, especially after 10:00 p.m. and before 7:00 a.m.;
- 7.3.10 Allowing an animal to be unleashed while outside of the Unit;
- 7.3.11 Continuous barking, meowing, or other animal noises;
- 7.3.12 Allowing an animal to defecate in the Common Areas without immediately cleaning it up.

#### **7.4 Rules and Regulations**

Owners and Residents shall obey the rules created by the Board.

#### **7.5 Structural Alterations**

No Owner or Resident shall make any structural alterations to the interior or exterior of a Unit without prior written Board approval.

#### **7.6 Signs**

Owners and Residents shall not post signs in the Property, whether in a window or otherwise, unless prior written authorization has been approved by the Board.

## **7.7 Pets**

No animals, livestock, birds, insects, reptiles, or poultry of any kind shall be raised or bred in any Unit. Pets may be kept in a Unit, but only in accordance with the pet Rules and Regulations adopted by the Board. The Board has the authority to limit the number, type, and size of allowable pets in the Rules and Regulations.

If an Owner or Resident violates the pet rules, the Board has authority, in addition to all other enforcement remedies, to require the Owner to immediately remove the pet from the Project.

## **7.8 Storage and Parking of Vehicles**

The driving, parking, standing, and storing of motor vehicles in, on or about the Project shall be subject to the following:

7.8.1 The parking rules and regulations adopted by the Board from time to time.

7.8.2 No recreational, commercial, or oversized vehicles shall be allowed within the Project. This does not apply to such vehicles used by third-party contractors while performing work for an Owner or the Association.

7.8.3 No motor vehicle or trailer, including but not limited to any car, automobile, truck, van, or any other transportation device of any kind may be parked or stationed in such a manner so as to block access to any portion of the Common Areas or a Unit's garage, or to create an obstacle.

7.8.4 Residents may only park allowed vehicles within their assigned parking spaces. Visitor parking spaces shall be for visitors only. Residents shall not park in visitor parking spaces.

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

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

7.8.7 All parking spaces shall be used for the purpose of parking operable and licensed vehicles. Parking spaces shall not be used for storage.

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

Aerials, antennas, and satellite dishes larger than one meter in diameter are prohibited. Aerials, antennas, and satellite dishes may not be installed on Common Areas without the prior written approval of the Board. One antenna or satellite dish smaller than one meter in diameter may be installed within a Unit as long as it is not visible from the street or neighboring Units.

## **7.10 Timeshares**

Timeshares and time-sharing of Units is prohibited. Under no circumstances shall any unit be owned or used as a "time period unit" as defined by the Condominium Act, as amended from time to time.

## **7.11 Open Fires and Grills**

Fireworks, fire pits, and open fires are prohibited on any part of the Project. No charcoal or gas

grills are permitted inside a Unit. Charcoal grills are not allowed on patios or decks. Electric and gas grills are allowed on patios and decks, but may only be used as allowed by municipal code.

#### **7.12 Smoking**

Smoking in the Common Areas and Limited Common Areas is prohibited. Owners shall inform their tenants and guests about the no smoking policy.

#### **7.13 Firearms and Projectile Weapons**

The use of firearms, airsoft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however powered, is prohibited.

#### **7.14 Limitations on Renting or Leasing**

7.14.1 Leases shall be in writing and subject the tenant to the Governing Documents and Condominium Act. All Owners leasing their Unit must comply with current laws and ordinances regarding renting. Leases shall also restrict the use of the Unit to single-family residential uses. Owners may not occupy any part of the Unit, while at the same time renting any other part of the Unit. Maximum occupancy of a Unit may be determined by rule of the Board. The Association may also request that the Owner provide an emergency contact in case of damage or problem with the Unit. Each Owner is responsible for their tenants' compliance with the Governing Documents.

No Owner may lease less than the entire Unit. If an Owner desires to lease their Unit, they must comply with the following provisions:

7.14.2 Any Owner who rents their Unit shall comply with all local laws including business licensing. Short-term rentals of less than 30 days are allowed provided that, to the extent required by applicable law, the Owner is properly and currently licensed with the appropriate local governmental authority and that the Unit is being rented in compliance with the local ordinance governing short-term rentals.

7.14.3 If an Owner fails to comply with the provisions of this section, the Board may assess fines against the Owner and the Unit in an amount to be determined by the Board pursuant to a schedule of fines adopted by the Board, up to the maximum rate allowed by law at any given time. Regardless of whether any fines have been imposed, the Board may seek any available legal or equitable remedies, including but not limited to, an action to terminate the rental agreement and eviction of any tenant. Failure by an Owner to commence legal action against their tenants who are in violation of the Governing Documents within 10 days after delivery of written demand to so do from the Board, shall entitle the Association to take any and all such action for and in behalf of said Owner and his or her agent, including but not limited to the institution of legal proceedings on behalf of such Owner against the tenants for eviction injunctive relief or damages. Neither the Association nor its agents shall be liable to the Owner or tenants for any legal action commenced under this Section that is made in good faith. The Owner shall be liable to reimburse the Association for any costs including legal fees, for taking action under this Section. Such costs shall be an assessment against the Owner and shall be collectible as such.

7.14.4 A copy of the latest version of the Declaration and Rules and Regulations, shall be



provided to the tenants and made a part of the lease or rental agreement by reference.

## **8 ENFORCEMENT**

### **8.1 Compliance**

Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in this Declaration.

### **8.2 Remedies**

The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents:

8.2.1 After 15-days notice, to enter a Unit and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance;

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

8.2.3 After notice and hearing, to terminate access to and use of recreational facilities;

8.2.4 To suspend the voting right of the Owner; and

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

### **8.3 Action by Owner**

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

### **8.4 Hearings**

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

## **9 ASSESSMENTS**

### **9.1 Covenant for Assessment**

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, emergency assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Unit, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. If title passes through foreclosure sale, the successor in title shall only be liable for six months' unpaid assessments, late fees, interest, and collection costs, including

attorney's fees. A successor in title is entitled to a statement from the Association setting forth the amounts due by the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Unit to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

## **9.2 Annual Budget**

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, improvement, and replacement of the Common Areas; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

## **9.3 Reserve Account**

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law.

## **9.4 Regular Assessment**

The Board shall fix the amount of the regular assessment for each Unit by dividing the total budget by the Unit's percentage ownership interest in the Common Areas. The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to fix a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect.

## **9.5 Special Assessment**

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any construction, reconstruction, maintenance, repair, or replacement of the Common Areas. The Association may levy a special assessment up to 25% of the annual budget without approval from the Owners. If a special assessment exceeds 25% of the annual budget, it must be approved by a majority of a quorum of Owners.

## **9.6 Emergency Assessment**

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy an emergency assessment to fund the supplemental budget. The Association may levy an emergency assessment up to 50% of the original annual budget without approval from the Owners. If an emergency assessment exceeds 50% of the original annual budget, it must be approved by a majority of a quorum of Owners.

## **9.7 Individual Assessment**

Any expenses attributable to less than all the Units may be assessed exclusively against the affected Units. Individual assessments include, without limitation:

- 9.7.1 Assessments levied against a unit to reimburse the Association for costs incurred

in correcting a violation of the Governing Documents;

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

9.7.3 Services provided to a Unit due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Units and Common Areas;

9.7.4 Reinvestment or transfer fees; and

9.7.5 Any charge described as an individual assessment by the Governing Documents;

### **9.8 Apportionment of Assessments**

Regular, special, and emergency assessments will be apportioned among the Units based on their percentage ownership interest in the Common Areas. Individual assessments shall be apportioned exclusively to the Units benefitted or affected.

### **9.9 Nonpayment of Assessment**

Assessments not paid within 14 days after the due date established by the Board will be late and may be subject to interest at 18% per annum on any delinquent balance and a late fee in an amount to be determined by the Board. In the absence of any rule to the contrary as set by the Board, the due date for all assessments shall be on the first day of each month and late fees shall be \$25.00. Late fees may only be charged once for a missed payment.

### **9.10 Application of Partial Payments**

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

### **9.11 Acceleration**

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

### **9.12 Suspension of Voting Rights**

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

### **9.13 Termination of Utility Services**

If an Owner fails to pay their Assessments, the Association may terminate utility services paid in common. The Board shall establish procedures for terminating utilities, which shall comply with the Condominium Act.

### **9.14 Collection of Rent from Tenant**

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

### **9.15 Lien for Assessment**

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Unit against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

### **9.16 Enforcement of Lien**

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

### **9.17 Subordination of Lien**

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Unit. The sale of a Unit pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay 6 months of assessments, late fees, and penalties.

## **10 INSURANCE**

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

10.1.1 Property and liability insurance for the Project as required by Condominium Act;

10.1.2 Directors and officers for at least \$1,000,000.00;

10.1.3 Earthquake insurance; and

10.1.4 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

### **10.2 Insurance Company**

The Association shall use an insurance company knowledgeable with condominium insurance, which is qualified to issue insurance policies in Utah.

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

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

### **10.4 Insurance by Owner**

Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's deductible.

### **10.5 Payment of Deductible**

The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in the Condominium Act, as amended or replaced from time to time.

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

The Association has the right and authority to adjust claims.

## **11 DAMAGE, DESTRUCTION, CONDEMNATION**

### **11.1 Damage or Destruction**

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

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

11.1.2 If insurance proceeds are insufficient to repair or reconstruct the improvements and less than 75% of the Project's improvements are destroyed or damaged, repair or reconstruction shall be carried out. If necessary, the Board may levy an Individual Assessment against the affected Owners.

11.1.3 If insurance proceeds are insufficient to repair or reconstruct the improvements and more than 75% of the Project's improvements are destroyed or damaged, the Association must conduct a vote of the Owners within 100 days. If 75% of the Owners approve the repair or reconstruction of the project, it shall be carried out. If necessary and in compliance with the Declaration, the Board may levy a Special Assessment to fund the repair and reconstruction. If fewer than 75% of the Owners approve the repair or reconstruction, the Board shall record, with the county recorder, a notice setting such facts. Upon recording of the notice the provisions of Condominium Act § 31 shall apply.

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

### **11.2 Damage caused by Owner**

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

### **11.3 Condemnation**

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

## **12 MORTGAGEES**

### **12.1 Application**

The protections and requirements under this Article shall only apply to Mortgagees obtaining an interest in a Unit after this Declaration is recorded. Mortgagees with an interest in a Unit prior to the recordation of this Declaration shall be bound by the Mortgagee protections in the original declaration recorded in the Salt Lake County Recorder's Office as Entry No. 3157268.

## **12.2 Eligible Mortgagees**

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

## **12.3 Notices of Action**

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

- 12.3.1 Any proposed amendment to the Governing Documents affecting:
  - 12.3.1.1 The boundaries of a Unit or easement rights of an Owner;
  - 12.3.1.2 A Unit's undivided ownership interest in the Common Areas; or
  - 12.3.1.3 The calculation of assessments or votes;
- 12.3.2 Any proposed termination of the Project or Declaration;
- 12.3.3 Any condemnation or casualty loss which materially affects the Project or a Unit on which there is a Mortgage;
- 12.3.4 An Owner subject to a Mortgage who is 60 days past due in payment of assessments;
- 12.3.5 A lapse, cancellation, or material modification of any insurance policy required under this Declaration.

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

If the Project is partially damaged by an insurable loss, it shall be restored to the original design of the Project unless 51% of the Eligible Mortgagees approve a change.

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

51% of Eligible Mortgagees must approve any Owner vote to terminate the Project after substantial destruction or condemnation.

# **13 MISCELLANEOUS**

## **13.1 Amendment of Declaration**

Owners representing 67% or more of the undivided ownership interests in the common areas must approve any amendment to the Declaration. However, the Board may amend without Owner approval, to correct misspellings, grammar, or to comply with changes in the loan underwriting guidelines, if failure to comply would disqualify the Project from financing eligibility. 51% of Eligible Mortgagees must approve any amendment affecting the following provisions:

- 13.1.1 Calculation of votes based on undivided ownership interest in the Common Areas;
- 13.1.2 Calculation of assessments based on undivided ownership interest in the Common Areas or priority of liens;

- 13.1.3 Reserves for maintenance, repair, and replacement of Common Areas;
- 13.1.4 Insurance or fidelity bonds;
- 13.1.5 Rights to use the Common Areas;
- 13.1.6 Maintenance responsibilities;
- 13.1.7 Expansion or contraction of the Project;
- 13.1.8 Convertibility of Units to Common Area or vice versa;
- 13.1.9 The undivided ownership interests in the Common Areas and Limited Common Areas;
- 13.1.10 Imposition of a right of first refusal or similar restriction on the right of an Owner to sell or transfer a Unit;
- 13.1.11 If professional management is required by a governmental institution or Mortgagee, the establishment of self-management;
- 13.1.12 Any provision expressly benefitting a Mortgagee.

**13.2 Termination of Declaration**

Owners representing 75% or more of the undivided ownership interests in the Common Area must approve a termination of the Declaration. If terminating for any reason other than destruction or condemnation, 75% or more of Eligible Mortgagees must approve termination of the Declaration.

**13.3 Votes without a Meeting**

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

**13.4 Service of Process**

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

**13.5 Taxes on Units**

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

**13.6 Covenants Run with the Land**

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each

Owner or Resident shall comply with the Governing Documents. All interests in the Units shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an Owner. By acquiring any interest in a Unit, each Owner or Resident agrees to be bound by the Governing Documents.

**13.7 Severability**

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

**13.8 Waiver**

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

**13.9 Gender**

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

**13.10 Headings**

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

**13.11 Conflicts**

If the Declaration conflicts with the Condominium Act, the Condominium Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or rules, the Declaration shall control.

**13.12 Effective Date**

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

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed by its duly authorized officers.

DATED: march 1<sup>st</sup>, 2018.

**CANYON RACQUET CLUB OWNER'S ASSOCIATION, INC.**

William A. Carrin  
By: William A. Carrin  
Its: President

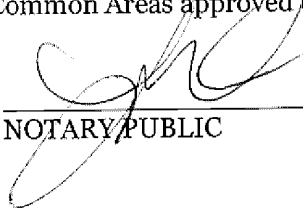
STATE OF UTAH )  
County of Salt Lake ) ss.

On this 1 day of March, 2018, personally appeared before me



William A Currin who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration and did certify that more than 2/3rds of the undivided ownership interests in the Common Areas approved this Declaration.



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

**Exhibit A**  
**Legal Description**

All Units located within the Canyon Racquet Club Condominiums, more particularly described as:

Parcel Number	Type	Unit
22253070020000	U	A1
22253070030000	U	A2
22253070040000	U	A3
22253070050000	U	A4
22253070060000	U	B1
22253070070000	U	B2
22253070080000	U	B3
22253070090000	U	B4
22253070100000	U	C1
22253070110000	U	C2
22253070120000	U	C3
22253070130000	U	C4
22253070140000	U	D1
22253070150000	U	D2
22253070160000	U	D3
22253070170000	U	D4
22253070180000	U	E1
22253070190000	U	E2
22253070200000	U	E3
22253070210000	U	E4
22253070220000	U	F1

Parcel Number	Type	Unit
22253070230000	U	F2
22253070240000	U	F3
22253070250000	U	F4
22253070260000	U	G1
22253070270000	U	G2
22253070280000	U	G3
22253070290000	U	G4
22253070300000	U	H1
22253070310000	U	H2
22253070320000	U	H3
22253070330000	U	H4
22253070340000	U	I1
22253070350000	U	I2
22253070360000	U	I3
22253070370000	U	I4
22253070380000	U	J1
22253070390000	U	J2
22253070400000	U	J3
22253070410000	U	J4
22253070010000	U	AREA

## Exhibit B

### Undivided Ownership Interest

UNIT	PAR VALUE	PERCENTAGE INTEREST
A-1	2728	2.6309%
A-2	3166	3.0533%
A-3	2210	2.1314%
A-4	2733	2.6357%
B-1	2728	2.6309%
B-2	3166	3.0533%
B-3	2210	2.1314%
B-4	2733	2.6357%
C-1	2728	2.6309%
C-2	3166	3.0533%
C-3	2210	2.1314%
C-4	2733	2.6357%
D-1	2728	2.6309%
D-2	3166	3.0533%
D-3	2210	2.1314%
D-4	2733	2.6357%
E-1	2728	2.6309%
E-2	3166	3.0533%
E-3	2210	2.1314%
E-4	2733	2.6357%
F-1	2728	2.6309%
F-2	3166	3.0533%
F-3	2210	2.1314%
F-4	2733	2.6357%
G-1	2923	2.8190%
G-2	1919	1.8507%
G-3	2038	1.9654%
G-4	2787	2.6878%
H-1	2923	2.8190%
H-2	1919	1.8507%
H-3	2038	1.9654%
H-4	2787	2.6878%
I-1	2923	2.8190%
I-2	1919	1.8507%
I-3	2038	1.9654%
I-4	2787	2.6878%
J-1	2923	2.8190%
J-2	1919	1.8507%
J-3	2038	1.9654%
J-4	2787	2.6878%
		100.0000%

## **Exhibit C**

### **Bylaws of Canyon Racquet Club Condominiums Owners Association, Inc.**

## **1 BYLAW APPLICABILITY/DEFINITIONS**

### **1.1 Definitions**

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

### **1.2 Bylaw Applicability**

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

## **2 ASSOCIATION**

### **2.1 Composition**

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

### **2.2 Annual Meeting**

Annual meetings shall be held once a year. The date, time, and place of the annual meeting shall be determined by the Board. The Association shall send notice of annual meetings at least 20 days in advance of the meeting. At the annual meeting the Association shall conduct the following business:

- 2.2.1 Roll call and verification of quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of directors;
- 2.2.6 Unfinished business from preceding annual meeting; and
- 2.2.7 New business.

### **2.3 Special Meeting**

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a special meeting at least 10 days in advance of the meeting. No

business may be transacted at a special meeting except as stated in the notice.

#### **2.4 Place of Meeting**

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Salt Lake County.

#### **2.5 Conduct of Meeting**

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

#### **2.6 Quorum**

A quorum shall be the Owners present in person or by proxy at a meeting. An Owner or proxy attending a meeting by electronic means, such as teleconference or via the internet, shall be considered present in person at said meeting.

#### **2.7 Voting**

Each Owner's vote is equal to his percentage ownership interest in the Common Areas. If a Unit is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Unit shall be cast by agreement of a majority of the Owners. If a Unit is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Unit shall be cast by the Owner present. The Association may conclusively presume the consent of all a Unit's Owners when a vote is cast by a Unit with multiple Owners.

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

#### **2.8 Good Standing**

An Owner shall be in good standing if he has paid assessments levied against his Unit, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

#### **2.9 Proxies**

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, or signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of 11 months.

#### **2.10 Mail-in Ballots**

Any action requiring a vote of the Owners, except election of directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as amended from time to time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

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

Any action requiring a vote of the Owners, except election of directors, may be taken by written

consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as amended from time to time. Written consents may be collected electronically.

### **3 BOARD OF DIRECTORS**

#### **3.1 Number of Directors**

There shall be three Directors.

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

Unless appointed by the Board under this Article, Directors shall be elected by the Owners. Cumulative voting shall not be permitted. The candidates with the most votes shall be elected.

Directors terms shall be staggered as follows: one Director is elected each year for a term of three years. Directors shall hold office until their successor is elected. There is no limit on the number of terms a Director may serve.

#### **3.3 Vacancies**

Director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

#### **3.4 Removal of Directors**

A Director may be removed with or without cause by vote of a majority of a quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 days' written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners may vote to replace the Director. If a vote to replace the Director is not held at that meeting, the vacancy will be filled by the remaining Directors. The replacement will serve the remaining term of the removed Director.

Any Director who allows his assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 days' written notice to cure the default prior to voting to remove the Director.

#### **3.5 Organization Meeting**

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted within fourteen days of the annual meeting.

#### **3.6 Regular Meetings**

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of regular meetings shall be given to each Director at least five days prior to the meeting.

### **3.7 Special Meetings**

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

### **3.8 Conduct of Meetings**

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions. Meetings of the Board shall be open to Owners in accordance with the provisions of the Condominium Act. Participation in Board meetings by Directors or Owners may be via electronic communication as defined by the Condominium Act.

### **3.9 Quorum**

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if directors leave.

### **3.10 Waiver of Meeting Notice**

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

### **3.11 Action without Meeting**

Any action by the Board may be taken without a meeting if all the Directors give written consent to the action. Written consent may be given in person, by mail, text, email, or any other available electronic means. The Association shall file the written consents with its record of minutes.

### **3.12 Powers and Duties**

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

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

- 3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.4 Provide for the maintenance, repair, and replacement of the Common Areas;
- 3.12.5 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas and administration of Association

business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association.

3.12.6 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;

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

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

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

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

3.12.11 To grant easements, licenses, or permission over, under, and through the Common Areas;

3.12.12 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;

3.12.13 Create committees;

3.12.14 Any other act allowed or required by the Governing Documents, the Condominium Act, or the Nonprofit Act;

3.12.15 Any act allowed or required to be done in the name of the Association.

### **3.13 Manager**

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board's written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.6, 3.12.7, 3.12.8, 3.12.11, 3.12.12.

### **3.14 Compensation**

Directors shall not be compensated for their work as a Director. However, they may seek Board approval for reimbursement for actual costs and mileage incurred during their service.

### **3.15 Limitation of Liability**

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



## **4 OFFICERS**

### **4.1 Election and Term of Officers**

The officers of the Association shall be elected by the Board. Officers shall serve a maximum of two year terms and shall serve until their successor is elected.

### **4.2 Removal of Officers**

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

### **4.3 Offices**

The Association offices shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers as it may deem necessary. Except for the president, the same person may hold two offices.

#### **4.3.1 President**

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

#### **4.3.2 Vice President**

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

#### **4.3.3 Secretary**

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

#### **4.3.4 Treasurer**

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Owners' meeting.

### **4.4 Delegation of Duties**

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

### **4.5 Compensation**

Officers shall not be compensated for their work. However, they may seek Board approval for reimbursement for actual costs and mileage incurred during their service.

## **5 NOTICE**

### **5.1 Manner of Notice**

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

5.1.1 Notices to Owners may be delivered using the following methods:

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

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

5.1.1.3 By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

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

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Associations official electronic contact as designated in writing to the Owners.

5.1.2.3 Notices sent via courier or mail shall be deemed received 3 days after being sent. Notices hand delivered or sent via electronic means shall be deemed received upon delivery or being sent.

## **5.2 Waiver of Notice**

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

# **6 FINANCES**

## **6.1 Fiscal Year**

The fiscal year of the Association is the calendar year.

## **6.2 Checks, Agreements, Contracts**

With the exception of common expense utility payments, all checks, contracts deeds, leases, and other instruments used for expenditures or obligations over \$500.00 shall be approved by two officers. All instruments for expenditures of obligations less than \$500.00 may be approved by one officer and any other person authorized by the Board.

## **6.3 Availability of Records**

Association financial records shall be available as provided by the Condominium Act and Nonprofit Act.

## 7 AMENDMENT TO BYLAWS

### 7.1 Amendments

These Bylaws may be amended either by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of the Owners.

### 7.2 Recording

Any amendment to these Bylaws shall become effective on the date it is recorded in the Salt Lake County Recorder's Office.

## 8 MISCELLANEOUS

### 8.1 Office

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

### 8.2 Conflicts

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

### 8.3 Severability

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

### 8.4 Waiver

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

### 8.5 Captions

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

### 8.6 Gender, etc.

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

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers.

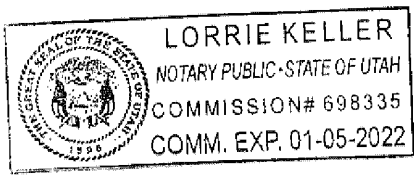
DATED: March 1<sup>st</sup>, 2018.

**Canyon Racquet Club Condominiums Owners  
Association, Inc.**

William A. Curran  
By: William A. Curran  
Its: President

STATE OF UTAH )  
County of Salt Lake )  
:ss.

On this 1 day of March, 2018, personally appeared before me William A. Curran who being by me duly sworn, did say that they are the agent of the Association authorized to execute these Bylaws and did certify that these Bylaws were approved by a majority vote of the Board of Directors.



[Signature]  
NOTARY PUBLIC