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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
COUNTRY CLUB VIEW CONDOMINIUMS**
a Utah Condominium Project

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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
COUNTRY CLUB VIEW CONDOMINIUMS
A CONDOMINIUM COMMUNITY**

ON THE DATE BELOW, The Country Club View Condominiums Owners Association ("Association") adopted this Amended and Restated Declaration of Condominium of Country Club View Condominiums ("Declaration") which becomes effective on the date it is recorded in the records of the Salt Lake County Recorder under the Utah Condominium Ownership Act.

RECITALS

- A. The *Declaration of Condominium of Country Club View Condominiums* was recorded on November 5, 2007 as Entry No. 10267397, in Book 9533, at Pages 9663-9719 in the office of the Salt Lake County Recorder ("Enabling Declaration").
- B. The Enabling Declaration was amended by the *Amendment No. 1 to Declaration of Condominium of Country Club View Condominiums*, which was recorded on November 21, 2008 as Entry No. 10566196, in Book 9660, at Pages 4128-4130 at the Salt Lake County Recorder.
- C. This Amended and Restated Declaration of Condominium of Country Club View Condominiums is adopted to: (1) clarify and define the rights of the Association and the Owners, in and to the Project, (2) conform to changes to the Utah Condominium Ownership Act and other Utah law, (3) provide for a general plan for managing the Project, and (4) in furtherance of the effort to efficiently and economically provide a quality living environment and protect and enhance the value of the Project.
- D. This Declaration, which (along with and subject to any future amendments) is the sole declaration for the Project and completely replaces and supersedes in all respects 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.
- E. This Declaration affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit A, which exhibit is attached hereto and incorporated in this Declaration by reference (the "Project") and is binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.
- F. The Bylaws of the Association attached hereto as Exhibit C supersede and replace any previous bylaws of the Association and any amendments thereto.
- G. Under the amendment requirements contained in Sections 20 and 27 of the Enabling Declaration, the undersigned hereby certifies that this Declaration and Bylaws were approved by Owners holding at least 67% of the undivided interest of the Common Areas and Facilities and 51% or more of Eligible Mortgagees.

H. If any conflict exists between this Declaration and the Articles, Bylaws, Plat, or Rules and Regulations of the Association, this Declaration controls.

DECLARATION

NOW THEREFORE, the Association hereby declares that the Units must be, transferred, sold, leased, conveyed, improved, and occupied, or otherwise dealt with subject to the Covenants, Conditions and Restrictions set forth herein and as amended, each and all of which are for, and inure to the benefit of, and pass and run with, each and every Unit and apply to and bind the heirs, grantees, assigns and successors in interest of each and every Member, lessor, lessee or interest holder of any sort.

1. Name of the Condominium. The name of the Condominium Community is The Country Club View Condominiums.

2. Submission to Condominium Ownership. The Land, Building, and other improvements constructed thereon or hereafter constructed, together with all appurtenances thereto, are subject to the Act as a Condominium and this Declaration is submitted in accordance with the terms and the provisions of the Act and must be construed accordingly. The Association intends the provisions of the Act apply to the Property.

3. Covenants to Run with the Land. This Declaration containing covenants, conditions and restrictions relating to the Project are enforceable equitable servitudes, running with the land, and this Declaration and its servitudes are binding upon the Association, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

4. Description of Property.

a. *Description of Land.* The Land is that tract or parcel, more particularly described in Exhibit "A" attached hereto. 16-15-31, 32

b. *Description of Improvements.* The significant improvements contained in the Project include a three-story Building containing forty-six (46) Units constructed principally of concrete foundation with exterior walls of architectural stone and synthetic stucco siding, asphalt shingle roofing and single ply flat roofing, interior walls of wood studs, plywood and dry wall plaster.

Each Unit has an assigned underground parking space or spaces as shown on Exhibit "B." The Project also includes landscaping, guest parking and other facilities located substantially as shown in the Plat and is subject to easements, which are reserved through the Project as may be required for utility services.

c. *Description and Legal Status of Units.* The Plat shows the Unit Number of each Unit, its location, those Limited Common Areas and Facilities which are reserved for its use, and the Common Areas and Facilities to which it has immediate access. All Units, of whatever type, are capable of being independently owned, encumbered, and conveyed.

(i) Each Unit has access to a common hallway and includes that part of the Building containing the Unit which lies within the boundaries of the Unit, which boundary lines of

each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, all window panes, interior surfaces of doors, window frames and door frames and trim. Each Unit includes both the portions of the Building that are not common areas and facilities within such boundary lines and the space so encompassed. Without limitation, a Unit includes any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, lines, systems, fixtures, or appliances found within the boundary lines of the Unit and servicing only that Unit.

(ii) The Units of the Project are described below.

- A. Unit "A1" – Living room, dining area, kitchen, master bedroom, den/bedroom, two bathrooms and balcony or patio.
- B. Unit "A2" – Same as Unit "A1."
- C. Unit "B1" – Same as Unit "A1."
- D. Unit "B2" – Same as Unit "A1."
- E. Unit "B3" – Same as Unit "A1."
- F. Unit "B4" – Same as Unit "A1."
- G. Unit "C" – Living room, dining area, kitchen, utility room, master bedroom, den/bedroom, two bathrooms and balcony or patio.
- H. Unit "D" – Same as Unit "C" with an additional bedroom and additional bathroom.
- I. Unit "E" – Living room, dining area, kitchen, master bedroom, den/bedroom and two bathrooms.
- J. Unit "F1" – Living room, dining area, kitchen, master bedroom, two bathrooms, two additional bedrooms, utility room and balcony or patio.
- K. Unit "F2" – Same as Unit "F1."
- L. Unit "G" – Same as Unit "A1."
- M. Unit "H" – Same as Unit "A1."
- N. Unit "K1" – Same as Unit "A1."
- O. Unit "K2" – Same as Unit "A1."
- P. Unit "L" – Living room, dining area, kitchen, utility room, master bedroom, two additional bedrooms, two bathrooms and balcony or patio.
- Q. Unit "M" – Living room, dining area, kitchen, utility room, master bedroom, den/bedroom, two bathrooms and balcony or patio.
- R. Unit "N" – Same as Unit "M."
- S. Unit "P" – Same as Unit "B2."

T. "Suite East" — Living room, dining and day room, kitchen, utility room, master bedroom, two additional bedrooms, two bathrooms and patio balcony.

U. "Suite West" — Same as "Suite East."

d. *Common Areas and Facilities.* Except as otherwise provided in the Declaration, the Common Areas and Facilities consists of the areas and facilities described in the definitions and constitute in general all the parts of the Property except the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities include the following, whether located within the bounds of a Unit or not;

- (i) All structural parts of the Building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;
- (ii) Driveways, parking areas, lawns, shrubs, gardens, exercise room, community room, theater room and recreational areas;
- (iii) Any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, and other accessories used therewith;
- (iv) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Plat;
- (v) The Limited Common Areas and Facilities herein described; and
- (vi) All repairs and replacements of any of the foregoing.

e. *Description of Limited Common Areas and Facilities.* Each Owner of a Unit is granted an irrevocable and exclusive license to use and occupy the Limited Common Areas and Facilities reserved exclusively for the use of his Unit. The Limited Common Areas appurtenant to any given Unit consist of a patio, or balcony area contiguous with the Unit as indicated on the Plat, the assigned storage unit appurtenant to each Unit and the assigned parking stall or stalls appurtenant to each Unit. The exclusive right to use and occupy each Limited Common Area is appurtenant to and passes with the title to the Unit with which it is associated and may not be severed from the ownership of the Unit. All installations or modifications of Limited Common Areas must be approved by the Association and are subject to the provisions in this Declaration. If an Owner's Limited Common Area is not depicted on the Plat, or there is a dispute over its boundaries, the Management Committee has the authority and discretion to determine Limited Common Area perimeter boundaries and the Management Committee's decision is binding.

5. Statement of Purpose and Restriction on Use.

a. *Purpose.* The purpose of the Condominium Project is to provide residential housing and parking space for Unit Owners and to tenants and guests, all under the provisions of the Act.

b. *Restrictions on Use.* Without prior written approval of the Management Committee, the Units and Common Areas and Facilities must be used and occupied as set forth below:

- (i) Each of the Units must be occupied by the Unit Owner, his or her family, meaning parents, children and grandchildren, or tenants as a single-family residence and for no other purpose. A Unit may not be occupied by more than six (6) people.
- (ii) No parking area may be used for parking of trailers, mobile homes, boats, snowmobiles, campers, or similar property which can be detached from trucks, for more than 48 hours. No maintenance, upkeep (other than washing and cleaning), or repair of any vehicle, trailer or boat may be performed in any parking or common area. Except of vehicles as above, no storage of any kind is permitted in any parking stall or common area. The Management Committee may adopt additional Rules relating to the parking of vehicles within the Project, including the assessment of fines to Owners or occupants who violate such Rules.
- (iii) The Common Areas and Facilities can only be used for their intended purposes in the furnishing of services and facilities for the enjoyment of the Units.
- (iv) Nothing may be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Building or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the Building, or the contents thereof. Unit Owners cannot permit anything to be done or kept in his Unit or in the Common Areas and Facilities which violates any law, ordinance, or regulation of any governmental authority.
- (v) Unit Owners cannot cause or permit anything including, without limitation, a sign, political banner or sign, awning, canopy, shutter, radio or television antenna, pots, plants, wind chimes or other decorative items to hang, be displayed, or otherwise affixed to or placed on the exterior walls or roof or any part thereof, or on the inside or outside of windows or doors, or patio.

Subject to written approval of the Management Committee as to location, duration, size and design, temporary open house signs may be displayed. If signs are placed without written approval, the Management Committee retains the right to remove them. No signs for the sale of a Unit may be placed in or upon any vehicle on common areas.
- (vi) To maintain a consistent exterior window appearance, all blinds are subject to Management Committee approval of type and color. No plastic, sun screen, or reflective type material may be used on the interior or exterior of the windows. Except for white and beige, only the Management Committee can determine the color of the exterior portion of any drape or curtain. And only the Management Committee can determine the color of carpet and/or paint used on patios and/or balconies.
- (vii) Smoking within any Unit or in the Common Areas and Facilities is prohibited. No noxious or offensive activity may be carried on or permitted in any Unit or in the Common Areas and Facilities, nor may anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or occupants. Smoking is defined as including carrying, burning or otherwise handling or controlling

any lighted or smoldering product containing tobacco or other like substance, including, but not limited to, cigarettes, cigars or pipes, hookahs and electronic vaping devices. Smoking of any kind is deemed a nuisance. A violation of this smoking restriction will result in a fine pursuant to the Association's Rules and fine schedule.

- (viii) Nothing may be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the Building or any part thereof or which would structurally change the Building or any part thereof except as is otherwise provided herein.
- (ix) Except for each specific pet approved by the Management Committee, no animals or pets of any kind are to be raised, bred, or kept in any Unit or in the Common Areas or Limited Common Areas. Only domestic animals may be considered by the Management Committee. If the pet becomes a nuisance to other Unit owners, the pet owner must remove the pet from the Project upon written notice by the Management Committee or its representative. The Management Committee may adopt additional Rules to govern animals and pets within the Project.
- (x) The Common Areas and Facilities must be kept free and clear of all rubbish, debris and other unsightly materials.
- (xi) No exterior changes whatsoever may be commenced, erected, maintained, made, or done without the prior written approval of the Management Committee or any committee established by the Management Committee for that purpose. By way of illustration, but not of limitation, the following are considered exterior changes: painting, landscaping, repairs, excavation, patio covers, screens, windows, doors, fences, window air conditioners, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations, or other work that in any way alters the exterior appearance of the Project. The Management Committee may designate the design, color, style, model, and manufacturer of any exterior improvement or alteration that is acceptable. Such designations are for the purpose of achieving uniformity of appearance and preservation of property values.
- (xii) No interior structural changes whatsoever may be commenced, erected, maintained, made, or done without the prior written approval of the Management Committee, or any committee established by the Management Committee. Any structural change may be denied by the Management Committee, or the Management Committee may require the Owner to provide an engineering report demonstrating, in the discretion of the Management Committee, that the structural changes will be constructed in a way to prevent any impact on the building or other Units. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, and the like.
- (xiii) No Owner may violate the rules and regulations regarding use of the Units and of the Common Areas as adopted from time to time by the Management Committee.

6. Person to Receive Service of Process. The Registered Agent, as listed for the Association with the Utah State Department of Commerce, Division of Corporations and Commercial Code, is the person to receive service of process for the Association pursuant to § 57-8-10(2)(d)(iii) of the Act. The Registered Agent may be changed by the Management Committee at any time and without the need for Owner consent.

7. Ownership and Use.

a. *Ownership of a Unit.* Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner is entitled to the exclusive ownership and possession of his or her Unit and to the ownership of an undivided interest in the Common Areas and Facilities.

b. *Nature of and Restrictions on Ownership and Use.* Each Unit Owner has and enjoys the rights and privileges of fee simple ownership of the Unit Owner's Unit. No requirements concerning who may own Units may exist. The Association intends each Unit be owned as any other property right by persons, corporations, partnerships, or trusts and in the form of common tenancy. Any leasing of a Unit with its appurtenant rights is subject to the limitations on the leasing of Units set forth in Section 31 and subject to the terms and conditions chosen solely by the Unit Owner and his lessee, except that all Unit Owners, their tenants and other occupants or users of the Project, are subject to the Governing Documents.

c. *Prohibition Against Subdivision of Unit.* Units, by deed plat or otherwise, cannot be subdivided or in any manner cause the ownership of a Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Plat. Additionally, no parking stall or storage unit assigned to any Unit can be conveyed separately from such Unit.

d. *Ownership of Common Areas and Facilities.* The Common Areas and Facilities contained in the Project are described and identified in this Declaration. Said Common Areas and Facilities are owned by the Unit Owners as tenants in common. No percentage of undivided ownership interest in the Common Areas and Facilities may be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest automatically accompanies the transfer of the Unit to which it relates. The Common Areas and Facilities may be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project.

e. *Use of Common Areas and Facilities.* Except with respect to Limited Common Areas each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to the Governing Documents. This right of use is appurtenant to and will run with each Unit.

f. *Computation of Undivided Interest.* The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to each Unit was computed by determining the ratio between the architectural square footage of such Unit and the aggregate architectural square footages of all Units in the Project (with such minor adjustments in some or all the

resulting percentage interests as may have been necessary to assure that the total undivided interest respecting the Project equals 100%). Substantially identical Units have been assigned the same square footage, and the total of all undivided interests equals 100%. A Unit Owner's percentage of ownership interest in the Common Areas and Facilities is for all purposes, including voting and assessment of common expenses. If Units are legally added to or withdrawn from the Project, the undivided ownership interest will be recalculated in accordance with the formula set forth above and recorded via Supplemental Declaration by the Association. Otherwise, the undivided ownership interest has a permanent character and may not be altered without the express consent of all Owners. The Undivided Interests of the Units are set forth in Exhibit B.

8. Use of Limited Common Areas and Facilities. A Unit Owner's exclusive right of use and occupancy of the Limited Common Areas and Facilities reserved for the Unit Owner's Unit is subject to and conforms with this Declaration and the Bylaws. Any Limited Common Area appurtenant to a Unit may be leased only to persons residing in the Project or used by the family, servants, or guests thereof on a temporary basis. A parking stall may be leased only to a person who resides in the Project and only on a month to month basis.

9. Association.

a. *Organization.* The Association is a Utah nonprofit corporation governed by the Governing Documents.

b. *Voting-Multiple Ownership.* The vote attributable to, and exercisable for, a Unit is the equal, undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. If there is more than one Unit Owner of a Unit, the vote relating to such Unit is exercised as such Unit Owners determine among themselves. A vote cast at any meeting by any of such Unit Owners is conclusively presumed to be the vote attributable to the Unit concerned unless another Unit Owner of the same Unit immediately objects. If such an objection is made, the vote involved cannot be counted for any purpose whatsoever other than determining whether a quorum exists.

c. *Consent in Lieu of Vote.* In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least such stated percentage of undivided ownership interest. The following additional provisions govern any application of this Section:

- (i) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Unit Owner;
- (ii) Any change in ownership of a Unit occurring after consent is obtained from the Unit Owner having an interest therein cannot be considered for any purpose; and
- (iii) Unless the consent of most Unit Owners having an interest in the same Unit is secured, the consent of none of such Unit Owners is effective.

10. Management.

a. *Management Committee.* The business, property, and affairs of the Condominium are managed, operated and maintained by the Management Committee of the Association as agent for the Unit Owners. The Management Committee of the Association has, and is hereby granted, the following authority and powers:

- (i) The authority, without the vote or consent of the Unit Owners or of any other person(s), to grant or create, on such terms as it deems advisable, utility and similar easements, over, under, across and through the Common Areas and Facilities; and work performed under such easements must be done in a workmanlike manner and any damage to the interior structure or decor of a Unit must be repaired;
- (ii) The authority to execute and record, on behalf of all Unit Owners, any amendment to the Declaration or Plat approved by the vote or consent necessary to authorize such amendment;
- (iii) The authority to execute contracts which in any way concern the Project, so long as any vote or consent of the Unit Owners necessitated by the subject matter of the agreement has been obtained;
- (iv) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained;
- (v) The power to sue and be sued;
- (vi) The power and authority to borrow money, provided that no indebtedness for borrowed funds may exceed in the aggregate at any given time the sum of \$10,000.00 without the prior vote or approval of the Association at a meeting duly called and convened at which a quorum is present;
- (vii) The authority to promulgate reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Management Committee in carrying out any of its functions or to ensure that the project is maintained and used in a manner consistent with the interests of the Unit Owners; and
- (viii) The power and authority to perform any other acts and to enter into any other transactions, which may be reasonably necessary for the Management Committee to perform its functions as agent for the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Management Committee's power and authority to accomplish through such instrument what is purported to be accomplished thereby, conclusively establishes said power and authority in favor of any person who in good faith and for value relies upon said instrument.

b. *Composition of Management Committee.* The Management Committee must consist of five (5) members. At the first regular Association meeting, two (2) Management Committee members must be elected for three-year terms, and three (3) Management Committee members must be

elected for two-year terms. At each annual Association meeting thereafter, any vacant seat on the Management Committee may be filled with a Unit Owner elected for a two-year term. Only Unit Owners, officers and agents of Owners other than individuals may be eligible for Management Committee membership. At the annual meeting the percentage of undivided interest appurtenant to a Unit may be voted in favor of as many candidates for Management Committee membership as there are seats on the Management Committee to be filled. Management Committee members must be elected by a majority vote of the ownership interests of those Unit Owners present at the meeting. Any Management Committee member who fails on three successive occasions to attend Management Committee meetings (whether regular or special) or who has failed to attend at least 25% of all Management Committee meetings (whether regular or special) held during any twelve-month period automatically forfeits his or her seat. If a Management Committee seat becomes vacant, the remaining Committee members must elect a replacement to sit on the Management Committee until the expiration of the term for which the Unit Owner being replaced was elected. Unless a Unit Owner forfeits or otherwise loses his or her seat as herein provided, a Unit Owner serves on the Management Committee until a successor is elected. Management Committee members must be reimbursed for all expenses reasonably incurred relating to Management Committee business.

c. *Responsibility.* The Management Committee is responsible for the control, operation and management of the Project in accordance with the provisions of the Governing Documents, such administrative, management and operational rules and regulations as it may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by said Management Committee.

d. *Additional Facilities.* The Management Committee, subject to any necessary approval, has the authority to provide such facilities, in addition to those for which provision has already been made, as it may deem to be in the best interests of the Unit Owners and to affect the necessary amendment of documents and plats in connection therewith.

e. *Name.* The Management Committee is known as The Country Club View Condominiums Management Committee.

f. *Manager.* The Management Committee may carry out through a Professional Property Manager any of its functions which are properly the subject of delegation. Any Manager so engaged is: an independent contractor and not an agent or employee of the Management Committee; responsible for managing the Project for the benefit of the Management Committee and the Unit Owners; and, to the extent permitted by law and the terms of the agreement with the Management Committee, authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the project which may be entered into by the Management Committee or the Association must not exceed a one (1) year term, renewable by agreement of the parties for successive one-year periods, and provide that such management agreement may be terminated with or without cause by either party upon not more than thirty (30) days written notice, and without any payment of a termination fee.

g. *Reserve Fund.* Under § 57-8-7.5 of the Act, the Management Committee must: (1) cause a reserve analysis to be conducted no less frequently than every six (6) years; (2) review and update if necessary the reserve analysis every three (3) years; (3) annually provide Unit Owners with a summary of the most recent reserve analysis or update; (4) provide copy of complete reserve analysis or update to a Unit Owner who requests a copy; (5) include a reserve fund line item in the annual budget in an amount the Management Committee determines, based upon the reserve analysis to be prudent (or higher if The Declaration requires); (6) establish a reserve fund to accumulate money to cover the cost of repairing, replacing and restoring Common Areas and Facilities that have a useful life of three (3) years or more, and a remaining useful life of less than thirty (30) years, if the cost cannot be reasonably funded from the general budget or other funds of the Association; (7) maintain the reserve fund separate from other funds of the Association; (8) not use money in the reserve fund for daily maintenance expenses unless a majority of the Unit Owners vote to approve such use; or for any purpose other than the purpose for which the reserve fund was established; (9) invest the reserve fund in a prudent manner; (10) within forty five (45) days after the day on which the Association adopts its annual budget, the Unit Owners may veto the reserve fund line item by a fifty one percent (51%) vote of the allocated voting interests in the Association at a special meeting called by the Unit Owners for the purpose of voting whether to veto the reserve fund line item.

h. *Association Registration.* The Management Committee must maintain the registration of the Association with the Department of Commerce under § 57-8-13.1 of the Act and must maintain such registration current.

i. *Records.* The Management Committee must keep detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities, and any other expenses incurred.

j. *Administrative Rules and Regulations.* The Management Committee has the power to adopt and establish by resolution, such management and operational rules as it deems necessary for the maintenance, operation, management and control of the Project. The Management Committee may, from time to time by resolution, alter, amend, and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision is considered part of such rules. Unit Owners must obey such rules and ensure the rules are faithfully observed by those persons over whom they may exercise control and supervision, it being understood that such rules apply and bind all Unit Owners, tenants, guests and invitees of the Unit Owners. The Rules and Regulations and enforcement thereof must comply with the Act. The Rules may supplement, clarify, and add detail to issues otherwise addressed in this Declaration and the Bylaws so long as they do not contradict the same.

k. *Indemnification of Management Committee.* Each Unit Owner of the Management Committee is indemnified and held harmless by the Association against all costs, expenses and liabilities

whatsoever, including, without limitation, attorney's fees, reasonably incurred by the Management Committee Member in connection with any proceeding to which he or she may become involved by reason of his or her being or having been a Unit Owner of said Management Committee; provided, however, the foregoing indemnification does not apply if the loss, expense of liability involved resulted from the willful misconduct, gross negligence or other intentional act of the Unit Owner. The Association must carry appropriate insurance coverage to insure the Management Committee consistent with this Declaration as an expense of the Association.

l. *Management Committee Liability.* As permitted by the Utah Revised Nonprofit Corporation Act, each past and present Management Committee Member is not liable for any damage, loss, or prejudice suffered or claimed on account of any decision, approval, or disapproval, course of action, act, omission, payment, error, or negligence.

m. *Remedies Available to the Management Committee.* In addition to any other remedies allowed or provided in this Declaration for any violation of the Declaration, Bylaws, or Rules, the Management Committee may adopt any one or more of the following: (1) impose and levy fines for violation of the governing documents; (2) terminate an Owner's rights to receive utility services paid as a Common Expense; (3) terminate an Owner's rights to access and use Common Area facilities; (4) terminate an Owner's voting rights as further provided herein; and (5) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.

n. *Hearings.* The Management Committee has the authority to create a reasonable hearing process applicable in case the Association takes adverse action related to any particular Owner or group of Owners. The Management Committee is not under any obligation to offer a hearing process, except as required by law or by this Declaration, and in any such process, has the absolute 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.

11. Easements.

a. Each Unit is subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Areas and Facilities located within the boundaries of such Unit.

b. If, by reason of the construction, reconstruction, repair, settlement, movement, or shifting of any part of the Building, any part of the Common Areas and Facilities encroaches upon any part of any Unit or any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the Building remains standing; provided, however, that no valid easement or any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners as owners of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of such Unit Owner or Owners.

c. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units have the irrevocable

right, to be exercised by the Committee as its agent, to access each Unit and all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or to another Unit or Units. The Management Committee has such rights independent of the agency relationship. Damage to the interior of any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or because of emergency repairs within another Unit at the instance of the Management Committee or of Unit Owners is the responsibility of the Association; provided, that if such damage is the result of negligence of the Owner of a Unit, then such Owner is financially responsible for all such damage. Such damage must be repaired, and the property restored substantially to the same condition as existed before damage. Amounts owing by Owners pursuant hereto must be collected by the Management Committee by assessment.

d. There is hereby created a blanket easement upon, across, over and under all the Property for public utility purposes. By this easement, it is expressly permissible for all public utilities serving the Project to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Property, provided that all such services are placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property in such a way as to unreasonably encroach upon or limit the use of the Common Area or Limited Common Area or any structure thereon. In the exercise of easement rights under this Section, a utility must make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section, the utility must make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association has the right to grant such easement on said Property without conflicting with the terms hereof.

e. An easement is hereby granted to all police, fire protection, ambulance services and all similar persons to enter upon the street and Common and Limited Common Area in the performance of their duties.

f. The Management Committee has nonexclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which it is obligated or permitted to perform under this Declaration.

12. Change in Ownership and Reinvestment Fee Covenant. The Management Committee has the right to establish a Reinvestment Fee in accordance with this Section and Utah Code § 57-1-46. The Reinvestment Fee obligates the transferee of a Unit to pay to the Association a Reinvestment Fee in an amount to be established by the Management Committee in the Rules, provided that the Reinvestment Fee cannot exceed the maximum amount permitted by law. The Association may not levy

or collect a Reinvestment Fee for any transfer exempted by Utah Code § 57-1-46. The Reinvestment Fee is due and payable by the transferee to the Association at the time of the transfer giving rise to the payment of such Reinvestment Fee and will be treated as a Unit Specific Assessment for collection purposes.

13. Budget.

a. *Adoption of Budget.* At least thirty (30) days before the beginning of each fiscal year, the Management Committee must prepare and present to Owners a budget of the estimated Common Expenses for that year, for calculating and establishing the annual assessments for the subsequent fiscal year. Annual assessments for Common Expenses must be based upon the estimated net cash flow requirements of the Association.

b. *Notice of Budget and Assessment.* The Management Committee must present the adopted budget to a meeting of the Unit Owners. The budget automatically becomes effective unless disapproved in writing by Unit Owners, or at an Association meeting called for reviewing the budget, representing at least sixty-seven percent (67%) of the undivided interests in the Association within forty-five (45) days after the date of the meeting at which the budget was presented. Any such petition for a meeting must be presented to the Management Committee within ten (10) days after notice of the budget and assessment. There is no obligation to call a meeting for considering the budget except on petition of the Unit Owners as provided for special meetings under the Bylaws. Unless the budget for the assessment is disapproved by the Unit Owners as set forth above, the Management Committee is thereafter authorized to levy the assessment as provided for herein.

c. *Failure or Delay in Adopting Budget.* The failure or delay of the Management Committee to prepare or adopt a budget for any fiscal year is not a waiver or release in any manner of a Unit Owner's obligation to pay the allocable share of the Common Expenses. If such failure or delay occurs, all Unit Owners must continue paying assessments on the same basis as during the last year for which an assessment was made until notified of the amount of the new annual assessment which is due on the first day of the next payment period which begins more than thirty days after such new annual or adjusted budget is adopted and the Unit Owners receive notice as provided herein.

d. *Automatic Budget Approval.* Notwithstanding the foregoing, if the budget proposed by the Management Committee will increase the annual assessment no greater than five percent (5%) more than the previous annual assessment, then such budget and corresponding annual assessment is automatically approved and effective upon thirty-days' notice.

e. *Adjustment of Budget and Assessment.* The Management Committee may revise the budget and adjust the annual assessment from time to time during the year, subject to the notice requirements and the right of the Unit Owners to disapprove the revised budget, provided, however, that such an adjustment is exempt from such requirements if the adjustment would either decrease the annual assessment or increase the annual assessment by no greater than 3.25%, total per year.

14. Common Expenses and Assessments. The Association is authorized to levy assessments against the Unit Owners as provided for herein. The following are the types of assessments that may be levied by the Association, which are more particularly described below: (a) annual assessments; (b) special assessments; (c) Unit specific assessments; (d) emergency assessments; (e) any other amount or assessment levied or charged by the Management Committee under this Declaration; and (f) interest, costs of collection and reasonable attorney fees, as hereinafter provided.

a. *Purpose of Assessments.* Assessments levied by the Association must be used to advance the Association's purposes as set forth in the Governing Documents. The assessments may provide for, but are not limited to, the payment of taxes on Association Property and insurance maintained by the Association; the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common Area and/or Limited Common Area; the payment of the cost of repairing, replacing, and maintaining any roadways; the payment of administrative expenses of the Association; the payment of insurance deductible amounts; the establishment of capital and operational reserve accounts; the payment of any professional services deemed necessary and desirable by the Management Committee; and other amounts required by this Declaration or that the Management Committee determines is necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Management Committee, for the payment of other charges including (without limitation) maintenance, management, and utility charges.

b. *Annual Assessments and Notice.* Annual Assessments must be made on a calendar year basis to cover the budgeted Common Expenses. The Management Committee must give written notice of each Annual Assessment at least thirty (30) days before the beginning of the next calendar year. Each Annual Assessment is due and payable in monthly or quarterly installments, on dates established by the Management Committee. At least thirty (30) days before the effective date of any change in the amount of the Annual Assessment, the Association must give each Owner written notice of the amount.

c. *Special Assessments.* In addition to the annual assessments, the Management Committee may levy in any assessment year a special assessment, applicable to that year only to cover unbudgeted expenses or expenses in excess of those budgeted, including but not limited to defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Common Area or Limited Common Area and any structures, fixtures and personal property related thereto. Except as otherwise provided in this Declaration, any special assessment requires the affirmative vote or written consent of a majority of the Membership, if a Common Expense. Special assessments are payable in such manner and at such times as determined by the Management Committee, and may be payable in installments extending beyond the fiscal years in which the special assessment is approved.

d. *Unit Specific Assessments.* The Association has the power to levy specific assessments against a particular Unit to cover costs incurred in bringing any Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Unit Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests;

provided, the Management Committee gives the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws and/or Act, before levying any specific assessment under this section.

e. *Emergency Assessments.* Notwithstanding anything contained in this Declaration, the Management Committee, without the Unit Owner's approval, may levy emergency assessments in response to an emergency situation. Before imposing or collecting any assessment due to an emergency situation, the Management Committee must pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution must be distributed to the Unit Owners with the notice of the emergency assessment. If such expenditure was created by an unbudgeted utility maintenance or similar expense or increase, the assessment created thereby must be discontinued by the Management Committee by a similar resolution, if such expense is subsequently reduced, or to the extent the next succeeding annual budget incorporates said increase into the annual assessment. An emergency situation is one in which the Management Committee finds: (a) an expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation; (b) an expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered; (c) an expenditure necessary to repair, maintain, or cover actual Association expenses for the Property or any part of it that could not have been reasonably foreseen by the Management Committee in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or (d) such other situations in which the Management Committee finds that immediate action is necessary and in the best interests of the Association.

f. *Allocation of Assessments.* Except as otherwise provided herein, all Assessments (other than Unit Specific Assessments) are imposed upon all Units according to their Undivided Interest.

g. *Payment.* Each Unit Owner must pay the Association assessments deemed necessary by the Management Committee to manage and operate the Project, upon the terms, at the time, and in the manner herein provided without any deduction because of any set off or claim which the Unit Owner may have against the Management Committee or Association. Each installment is due on or before the first day of each month. The Management Committee is entitled to impose fees, liens and penalties, all in accordance with the Act. The Management Committee must comply with all notice and appeal procedures required by the Act.

h. *Separate Obligations.* Each assessment is a separate, distinct and personal obligation of the Unit Owner against which the same is assessed at the time the assessment is made and collectible as such. Suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the following lien securing the same: the amount of any assessment, whether regular or special, assessed to a Unit plus interest at eighteen percent (18%) per annum plus late fees, and costs, including reasonable attorney's fees, become a lien upon such

Unit upon recordation of a notice of assessment as provided by the Act. The said lien for non-payment of Common Expenses has priority over other liens, and may be enforced by the Association, all in accordance with the provisions of the Act.

i. *Closing Payoff.* The Association may charge a fee of up to Fifty Dollars (\$50.00), as may be adjusted by the Management Committee in the Governing Documents and in accordance with the Act, for providing Association payoff information needed in connection with the closing of a Unit Owner's financing, refinancing, or sale of the Unit. The Association must provide the payoff information within five (5) days after the closing agent requests the information in writing from the primary contact person as designated in the Association's registration with the Department of Commerce and contains the following information from the agent: the Name, Address, Telephone and Fax or E-Mail of the person making the request, and is accompanied by a written consent for the release of information identifying the person requesting the information as the person to whom the payoff information may be released and signed and dated by the Unit Owner for which the payoff information is requested.

j. *Certificate of Payment.* The Association must, within ten (10) business days after written demand for payment to the Association, furnish to any Owner liable for Assessments or to the Mortgagee or a potential Mortgagee for such Unit, a recordable written statement or certificate signed by an officer or 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 of \$25 (unless the Act allows for a greater amount, in which event the greater amount may be charged) may be collected by the Association for the issuance of each such certificate. Each certificate is conclusive evidence of payment of any Assessment therein stated to have been paid.

k. *Application of Excess Assessments.* If the amount budgeted to meet Common Expenses for a fiscal year proves to be excessive considering the actual Common Expenses, the Management Committee in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners of each Unit, as the Management Committee deems appropriate. The decision of the Management Committee is binding and conclusive. In addition, the Association is not obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

l. *No Offsets.* All Assessments are payable in the amount specified by the Assessment and no offsets against such amount or withholding of any amount are permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

15. Creation of Lien and Personal Obligation of Assessments. Each Unit Owner agrees to pay to the Association all assessments and charges which are authorized in the Governing Documents. All such amounts are a charge on the Unit and are a continuing lien upon the Unit against which each such assessment or amount is charged, which lien arises when the Unit Owner fails or refuses to pay an assessment when due. Such assessments and other amounts are the personal obligation of the Unit Owner at the time when the assessment became due. No Unit Owner may exempt the Unit

Owner from liability for assessments by non-use of Common Area, abandonment of the Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Unit Owner. No diminution or abatement of assessments or set-off may be claimed or allowed for any alleged failure of the Association, or the Management Committee, to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action it takes.

16. Effect of Non-Payment of Assessment; Remedies of the Association. Any assessment or installment thereof not paid within ten (10) days after the due date is delinquent and bears interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Management Committee determines appropriate) until paid. In addition, the Management Committee may assess a late fee for each delinquent installment, not exceeding ten percent (10%) of the installment. The Management Committee may waive late fees and interest at its sole discretion.

a. *Remedies.* To enforce this Article, the Management Committee may, in the name of the Association and under this Declaration and the Act:

- (i) bring an action at law against the Unit Owner personally obligated to pay any such delinquent assessment without waiving Association's lien for the assessment;
- (ii) foreclose the lien against the Unit in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law;
- (iii) restrict, limit, or totally terminate any or all services performed by the Association on behalf of the delinquent Unit Owner;
- (iv) terminate, in accordance the Act, the Unit Owner's right of access and use of any recreational facilities;
- (v) if the Unit Owner is leasing or renting the Unit, the Management Committee may, in accordance with the Act, demand that the Unit Owner's tenant pays to the Association all future lease payments due from the Unit Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid;
- (vi) exercise any other rights authorized by the Act for non-payment of assessments and other charges;
- (vii) suspend the voting rights of the Unit Owner for any period during which any assessment or portion thereof against the Owner's Unit remains unpaid; and/or
- (viii) accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. This acceleration provision may only be invoked against a Unit Owner who has been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period.
- (ix) Pursue any other remedies provided in the Act.

b. *Attorney Fees and Costs.* There is added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred by the Association, together with, where applicable, an account for the reasonable rental for the Unit from the time of commencement of the foreclosure. The Association is entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

c. *Release of Lien.* Upon payment of delinquent Common Expenses and assessments concerning which a notice of assessment has been recorded or other satisfaction thereof, the Management Committee will record in the same manner as the notice of assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale of the Unit by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any manner permitted by law. In any foreclosure or sale, the Unit Owner is required to pay the costs and expenses of such proceedings including reasonable attorney's fees.

d. *Foreclosure Sale.* Any foreclosure provided for in this Declaration may be conducted pursuant to a judicial or non-judicial foreclosure or in compliance with applicable provisions relating to the foreclosure of deeds of trust or realty mortgages in the State of Utah. In any foreclosure and subsequent sale, the Owner of the affected Unit must pay the costs and expenses of all related proceedings including reasonable attorney fees incurred by the Association. The Association may, through its duly authorized agents including the Management Committee, have and exercise the power of the trustee and the power to bid on a Unit at the foreclosure or other sale thereof, and to acquire, hold, lease, rent, mortgage and convey such Unit.

e. *Association Responsibility after Foreclosure.* If the Association takes title to a Unit under a foreclosure (judicial or non-judicial), it is not 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, or insurance, or to maintain the Unit and its Limited Common Areas. By taking a security interest in any Unit governed by this Declaration, Lenders cannot 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 a failure to pay Assessments.

f. *Trust Deed Provisions.* Each Owner by accepting a deed to a Unit hereby conveys and warrants the Unit in trust with power of sale to the Association's attorney as trustee to secure performance of the Owner's obligations, to the Association, under the Governing Documents. All notices of default and other communications material to an exercise of the power of sale be sent to the street address of the Owner's Unit or the last known mailing address of the Owner as shown on the books and records of the Association, if different from the street address of the Unit.

g. *Rental.* In the event of foreclosure, the Unit Owner is required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action is entitled to the appointment of a receiver

to collect the rental without regard to the value of the mortgage security. The Management Committee has the power to bid on the Unit at foreclosure or other sale and to own, hold, lease, mortgage and convey the Unit.

17. Destruction or Damage. In the event of destruction or damage of part or all of the improvements in the Project, the procedures of this section apply.

a. If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction must be carried out.

b. If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish repair or reconstruction, restoration must be carried out and all of the Units will be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided interest.

c. If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 75% of the entire undivided interest in the Project elect to repair or reconstruct the affected improvements, restoration is accomplished in the manner directed under subsection (b) above.

d. If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least 75% of the entire undivided interest in the Project, elect to repair or reconstruct the affected improvements, the Management Committee must promptly record with the Salt Lake County Recorder a notice setting forth such facts.

e. Any reconstruction or repair which is required to be carried out by this section is accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements must be made by an MAI appraiser selected by the Management Committee who determines the figure representing the percentage of project improvements which have been destroyed or substantially damaged.

18. Taxes. It is understood that under the Act each Unit, together with its percentage of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge all taxes which may be assessed against his Condominium Unit.

19. Insurance.

NOTICE: The Association's insurance policy does not cover Owner or occupants' personal property and contents of their residence, nor the personal liability of Owners or their occupants.

a. *Unit Owner Insurance.* Unit Owners must maintain, at their expense, comprehensive hazard, casualty (fire) and liability insurance on their respective Units and contents and must provide a copy of the signed policy to the management committee within 30 days after he or she acquires said insurance and annually by January 30 thereafter.

b. *Association Insurance.* The Management Committee must obtain insurance as required in this Declaration, the Act, or other applicable laws. 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. Insurance premiums purchased by the Association are a Common Expense.

c. *Property Insurance.* As required by the Act at § 57-8-43, the Association must obtain property insurance.

(i) Hazard Insurance. The Association must maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.

- A. The blanket policy must exclude land and other items not normally and reasonably covered by such policies. The blanket policy must be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.
- B. At a minimum, the blanket policy must afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
- C. The blanket policy must be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property must be determined by using methods generally accepted in the insurance industry.
- D. The blanket policy must include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property

regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Project'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.

- E. Each property policy that the Association is required to maintain must also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which provides that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.
- (ii) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:
- A. The Association's policy provides primary insurance coverage;
 - B. notwithstanding Subsection (A) above, and subject to Subsection (C) below:
 - I. the Owner is responsible for the Association's policy deductible; and
 - II. the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.
 - C. An Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and
 - D. If an Owner does not pay the amount required under Subsection (b) above within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an individual Assessment against the Owner for that amount
- (iii) Flood Insurance. 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 must be maintained covering the Project, or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy must cover any machinery and equipment that are not part of a building and all Common Area within the Project ("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. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Management Committee, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (iv) Earthquake Insurance. The Association may purchase earthquake insurance as it deems appropriate. The decision to purchase earthquake insurance may be made by the Management Committee or a majority vote of the Allocated Interest.
- (v) Association's Obligation to Maintain Property Insurance Deductible. The Association must keep in the Reserve Fund bank account an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement does not apply to any earthquake or flood insurance deductible.
- (vi) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.
- (vii) Notice Requirement for Deductible. The Association must provide notice to each Owner of the Owner's obligation regarding the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of any increase in the deductible, it is responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice does not invalidate or affect any other provision in this Declaration.

d. *Liability Insurance.* The Management Committee must obtain a comprehensive policy of public liability insurance covering all the Common and Limited Common property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas and Facilities. Liability insurance policies obtained by the Association must contain a "severability of interest" clause or endorsement which precludes the insurer from denying the claim of a Unit Owner because of negligent acts of the Association or other Unit Owners. The coverage afforded by such public liability insurance must include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as customarily are covered with respect to projects like the Project in construction, location and use. The limits of liability under such insurance cannot be less than \$1,000,000 for all claims for personal injury and/or property

damage arising out of a single occurrence. In addition, an umbrella policy of additional coverage must be obtained in a reasonable amount as determined by the Management Committee.

e. *Fidelity Insurance.* The Management Committee may elect to obtain fidelity coverage against dishonest acts on the part of managers, Directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Unit Owners. If the Management Committee hires a professional manager, it must require fidelity from the manager. In procuring fidelity insurance the Management Committee must seek a policy which must (1) name the Association as obligee or beneficiary, plus (2) be written in an amount not less than the sum of (i) one year's operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee." Such fidelity bond or insurance must contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

f. *Directors and Officers Insurance.* The Association must obtain Directors' and Officers' liability insurance protecting the Management Committee, 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 Project's Documents, and breach of contract (if available). This policy must: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) 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, and (4) provide coverage for defamation. In the discretion of the Management Committee, 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.

g. *Annual Review of Policies.* All insurance policies must be reviewed at least annually by the Management Committee to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed.

h. *General Requirements Concerning Insurance.* Each insurance policy or fidelity bond maintained by the Association must be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of B+ or better. No such policy or fidelity bond may be maintained where: (1) under the terms of the carrier's charter, bylaws, bond or policy, contributions may be required from, or assessments may be made against, a Unit Owner, the Management Committee, the Association, a Unit, the Common Areas and Facilities, or the Project; (2) by the terms of the carrier's charter, bylaws, bond or policy, loss payments are contingent upon action by the carrier's Management Committee, policy holders, or Unit Owners; (3) the bond or policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or (4) the bond or policy provides that the insurance thereunder must be brought into

contribution with insurance purchased by the individual Unit Owners or their Mortgagees. Each such fidelity bond or policy provides that: (a) coverage cannot be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association or the Management Committee; (b) coverage cannot be prejudiced by any failure by the Association or Management Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association and Management Committee have no control; (c) coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right to subrogation it might have as to any and all claims against the Association, the Management Committee, and Unit Owner, and/or their respective agents, employees, guests or tenants. If due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained hereof cannot reasonably be secured at reasonable market rates, with respect to such coverage the Association or the Management Committee obtains and maintains such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they then exist, however the Association cannot self-insure in excess of any reasonable deductible for the required coverage.

i. *Certificates.* Any insurer that issued an insurance policy to the Association must issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.

j. *Named Insured.* The named insured under any policy of insurance is the Association. Each Owner must also be an insured under all property and CGL insurance policies.

k. *Owner Cannot Void Coverage Under Any Policy.* Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

l. *Waiver of Subrogation Against Owners and Association.* All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

m. *Applicable Law.* This Declaration is specifically subjecting the Association to the insurance requirements required by Utah Code § 57-8-43, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to condominium associations applies to this Association.

n. *Additional Provisions.* The following additional provisions apply to insurance:

- (i) In addition to the insurance described above, the Management Committee must secure and always maintain insurance against such risks as are or hereafter may be customarily insured against regarding projects similar to the Project in construction, nature, and use.
- (ii) The Management Committee has authority to adjust losses.

- (iii) Each policy of insurance obtained by the Management Committee must, if possible, provide: A waiver of the Insurer's subrogation rights with respect to the Association and Management Committee; that it cannot be cancelled, suspended, or invalidated due to the conduct of any Unit Owner, officer, or employee of the Management Committee without a prior written demand that the defect be cured; that any "no other insurance" clause therein does not apply with respect to insurance held individually by the Unit Owners.
- (iv) Any Unit Owner may obtain additional insurance at his or her own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Management Committee. Any Unit Owner who individually obtains insurance covering any portion of the Project must supply the Management Committee with a copy of his or her policy within thirty (30) days after he or she acquires such insurance and annually by January 30 thereafter.

20. Mortgage Protection.

a. The lien or claim against a Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners under this Declaration or the Act are subordinate to the Mortgage affecting such Unit recorded prior to the date a notice of lien is recorded by the Association, and the Mortgagee thereunder which comes into possession of the Unit takes the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure (except for claims for a pro rata share of such prior assessments or charges resulting from a pro rata reallocation thereof to all Units including the Unit in which the Mortgagee is interested). No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not to burden a Mortgagee which comes into possession may be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Unit affected or previously affected by the Mortgage concerned (to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit).

b. Any Mortgagee has the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee and of the Association of Unit Owners. Any Mortgagee has the right to designate a representative to attend all meetings of the Association of Unit Owners. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Management Committee or the Association will furnish to such Mortgagee (i) copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Condominium Project as may be prepared for distribution to or use by the Management Committee, the Association, or the Unit Owners and (ii) written notice of all meetings of the Association of Unit Owners.

21. Eminent Domain. If eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of § 57-8-32.5 of the Act apply.

22. Maintenance.

a. Each Owner of a Unit at his or her own expense must keep the interior of such Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and must do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Association is protected by insurance against such injury, the Unit Owner must repair all injury or damages to the Unit or Building caused by the act, negligence or carelessness of the Unit Owner, any tenant, or any member of the Unit Owner's family or of the family of any tenant, or any guest or invitee of the Unit Owner or any tenant.

b. All such repairs, redecorating and painting must be of a quality and kind equal to the original work as determined and approved in writing by the Management Committee. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner is responsible for the maintenance or replacement of any plumbing, fixtures, refrigerators, air conditioning and heating equipment, dishwashers, disposals, ranges, etc., that may be in or connected with the Unit, and the maintenance of limited common patio or balcony except the fences surrounding such areas. Unit Owner may not make or permit to be made any structural alteration, in or to the Unit, parking stalls, or in or to the exterior of the Building, and must not paint, decorate or plant any portion of the exterior of the Unit or of the Building in which the Unit is located including any Limited Common area, without first obtaining written permission of the Management Committee.

c. Except as hereinafter provided, the Management Committee provides for such maintenance and operation of the Common Areas and Facilities and of the Limited Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive and generally in good condition and repair. The Management Committee has no obligation regarding maintenance or care of Units. The Management Committee determines, in its sole discretion, the appropriate standards to be used for the maintenance of the Common Area and Limited Common Area, so long as the Association is maintained in the best interests of the Owners.

d. If the need for Common Area maintenance or repair is caused through the willful or negligent act of an Owner or an occupant, the Management Committee may cause the needed maintenance or repair to be made. In such a case, the Association assess the Owner the reasonable cost of such maintenance or repair. Failure to timely report the need for maintenance or repair is deemed a negligent act for purposes of this Section.

e. If an Owner or Occupant fails to maintain a Unit or Limited Common Area for which the Owner is responsible, as provided by this Declaration, or make repairs thereto in such a manner as may be deemed reasonably necessary in the judgment of the Management Committee to preserve and protect the attractive appearance and value of the Project, following written notice from the Association, the Association has the right, but not the obligation, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to take the corrective action

that the Management Committee deems necessary. Expenses incurred by the Association in taking the corrective action are levied against the Unit and treated as a Unit Specific Assessment. The Unit Specific Assessment is due and payable immediately and is secured by the Assessment lien created in this Declaration.

23. Right of Entry. The Management Committee, and its duly authorized agents, has the right to enter all of the Units and the Limited Common Areas appurtenant thereto in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. Notice is unnecessary in case of an emergency originating in or threatening such Living Unit or any other part of the Project, including the sound or sight of running water in a Living Unit, the smell or sight of smoke in a Living Unit, abnormal or excessive noises, and foul smell. The Management Committee and its duly authorized agents also have the right to enter into any and all of said Units and Limited Common Areas at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and Facilities of the Project or for the purpose of performing emergency installations, alterations or repairs to the mechanical or electrical devices or installations located therein or thereon; provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further, that the Unit Owner or occupant affected by such entry must first be notified thereof if available and if time permits. Owners must also maintain up-to-date emergency contact information records with the Association, including any local representative residing in the Project that an Owner may have. Owners may be responsible for any costs incurred by the Association because of entering a Living Unit under this Section and must indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

24. Administrative Rules and Regulations. The Management Committee has the power to adopt and establish by resolution, such Building management and operational rules as it deems necessary for the maintenance, operation, management and control of the Project. The Management Committee may, from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration or provision becomes a part of such rules. Unit Owners must always obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, including invitees and guests; it being understood that such rules apply and bind all Unit Owners, tenants, or other occupants of the Units. Copies of all Rules adopted by the Management Committee must be sent to all Owners at least ten (10) days prior to the effective date thereof.

25. Obligation to Comply with Declaration, Bylaws, Rules and Regulations. Each Unit Owner, tenant, or other occupant of a Unit must comply with the provisions of the Act, this Declaration, the Bylaws, and the rules and regulations, all agreements and determinations lawfully made and/or entered by the Management Committee or the Unit Owners. Any failure to comply with any of the provisions of this section are grounds for an action by the Management Committee or other aggrieved party for injunctive relief or monetary damages to recover any loss or damage resulting therefrom. Failure to comply may also subject a Unit Owner, tenant, or other occupant of a Unit to

other action, including but not limited to fines, fees, or other management action as determined by the Management Committee in accordance with the Act. Unit Owners and their tenants, invitees, and guests are jointly and severally liable for their violations of the governing documents and resulting fines.

26. Indemnification of Management Committee. Each Unit Owner of the Management Committee is indemnified and held harmless by the Association of Unit Owners against all costs, expenses and liabilities whatsoever, including, without limitation, attorney's fees, reasonably incurred by him or her in connection with any proceeding to which he or she may become involved by reason of his or her being or having been a member of said Management Committee; provided, however, the foregoing indemnification is inapplicable if the loss, expense of liability involved resulted from the willful misconduct, gross negligence or other intentional act of the Unit Owner.

27. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least such stated percentage of undivided interest. The Association may use any method allowed under Utah law and the Utah Revised Nonprofit Corporation Act. The following additional provisions govern any application of this Section:

- a. All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner;
- b. Any change in ownership of a Unit which occurs after consent has been obtained from the Unit Owner having an interest therein cannot be considered or accounted for any purpose; and
- c. Unless the consent of all Unit Owners having an interest in the same Unit are secured, the consent of none of such Unit Owners is effective.

28. Lease of Units.

- a. At least 32 Units in the Project must be Owner-Occupied.
- b. The Management Committee must maintain a list of leased Units. The Management Committee must maintain a list of those Unit Owners desiring to lease a Unit and must give priority based on the date a Unit Owner is added to the list. The fact that a tenant leaves a Unit which has received approval for leasing cannot affect the approval to lease to another tenant.
- c. The Management Committee must consider all notices of desire to lease a Unit. The Management Committee will approve the leasing of a Unit if the minimum number of Owner-Occupied Units is met.
- d. Before any Unit Owner may lease the Owner's Unit, the Unit Owner must obtain written consent of the Management Committee. The Unit Owner must notify the Management Committee in writing of the desire to lease a Unit at least sixty (60) days prior to the proposed date of lease, and the Management Committee must, within thirty (30) days from and after the date of

receipt of such a notice, by written notice approve or disapprove the leasing of the Unit. Within 14 days of the Management Committee's approval notice, a Unit Owner must accept or decline the approval in writing. If a Unit Owner fails to accept the approval, the Management committee will deem the approval declined and the Unit Owner is removed from the list of Unit Owners desiring to lease a Unit. After accepting the Management Committee's approval for leasing, within 90 days the Unit must not be Owner-Occupied.

e. If a leased Unit becomes Owner-Occupied, the Unit is removed from the list of Units approved for leasing.

f. The Unit Owner must enter into an agreement with the Association that the Unit Owner will act to remove the tenant, in the event of default under the lease.

g. A Unit occupied by one (1) family, meaning parents, children and grandchildren, may not exceed 6 occupants. A Unit occupied by multiple families may not have more than 2 Adults per bedroom.

29. Lease Restrictions. No Unit Owner may enter a Lease of the Owner's Unit without complying with this Section. Notwithstanding anything to the contrary contained in the Declaration, any leasing or rental of any Residence/Unit ("Lease") within the Property is governed by this Section.

a. *Application for Grandfathering.* Within forty-five (45) calendar days of the recording of the Declaration, each Unit Owner who was leasing a Unit on the date of Recording of the Declaration and who desires to continue to lease a Unit, must deliver a written "Notice of Intent to Continue Leasing" with the Management Committee. A Unit Owner who fails to timely deliver the Notice of Intent to Continue Leasing to the Management Committee loses the right to lease the Owner's Unit, which loss of the right to lease is effective as of the time the current lessees of the Owner's Unit vacate the premises.

b. *Grandfathering.* Any Unit Owner who timely returns to the Management Committee a complete and accurate Notice of Intent to Continue Leasing, has the right to continue to Lease such Unit until the earlier of the following:

(i) The Unit becomes Owner-Occupied;

or

(ii) The Unit Owner is in violation of this Section, including without limitation the failure to advise the Management Committee of the execution of a lease and to provide a copy thereof to the Management Committee and failure of the lease to comply with the provisions of this Section.

c. *Extension of Grandfathering During Vacancy.* A Unit Owner in compliance with this Declaration may continue to lease the Owner's Unit even if the lessees change or the Unit remains unoccupied in between lease terms, provided the Unit does not become Owner-Occupied for more than 30 days. A Unit Owner must comply with all the covenants and conditions of this Declaration to be able to Lease the Owner's Unit.

d. *Heirs and Grandfathering.* A Unit which is being leased by a Unit Owner at the time of the Unit Owner's death and is passed to the heirs of such Unit Owner by intestacy or instrument, may continue to be Leased until the heirs sell the Unit or the Unit becomes Owner-Occupied. Subject to subsection (e) below, the purchaser loses the right to lease the Unit.

e. *Terms of Lease.* Any Lease must be in writing and must provide that the terms of such Lease are subject in all respects to the provisions of the Governing Documents. Any failure by the lessee to comply with the terms of the Governing Documents is a default under the Lease. Unit Owners with the right to Lease their Units are responsible for assuring compliance by such Unit Owner's lessee with the Governing Documents and the Lease. Failure of a Unit Owner to cure the lessee's default within fifteen (15) calendar days after receiving written notice from the Management Committee of such default, entitles the Association, through the Management Committee, to take any and all such action, including the institution of proceedings in unlawful detainer and/or eviction, on behalf of such Unit Owner against his lessee.

f. *Notification of Lease.* As soon as practicable, upon entering into a Lease or Lease renewal, a Unit Owner must furnish the Management Committee with (i) a copy of such Lease (with the lease amount redacted, if desired by the lessee or Unit Owner), (ii) the telephone number and email address of the lessee, and (iii) any change in the address or telephone number of the Unit Owner. As soon as practicable after receiving such notification that a Unit Owner has entered into a Lease, the Unit Owners must, and the Management Committee may, cause copies of the Governing Documents to be delivered to such lessee. (The Governing Documents are binding on the lessee whether or not the Unit Owner or the Management Committee delivers the Governing Documents to the lessee.) Failure by a Unit Owner to provide the information in this subparagraph is deemed a default hereunder by such Unit Owner. If a default under this subparagraph occurs, the Management Committee may, after affording the Unit Owner an opportunity to be heard, levy a fine against such Unit Owner in an amount of One Hundred Dollars (\$100.00), as may be adjusted by the Management Committee in the Governing Documents and in accordance with the Act. The Unit Owner has fifteen (15) calendar days after receiving written notice of default from the Management Committee to either pay the fine or request a hearing before the Management Committee.

If the fine is not timely paid or a hearing requested or the Management Committee finds the Unit Owner in violation after a hearing, the Management Committee is entitled to exercise all of its rights hereunder and under the law, including without limitation to (i) levy continuing fines of Ten Dollars (\$10.00) per day against any Unit Owner for each day the violation continues, each day being considered a separate violation, (ii) collect such fines, costs and attorney's fees incurred in connection therewith, and (iii) deem the Unit Owner in violation and terminate all further rights of the Unit Owner to Lease the Unit.

g. *No Transient Lodging or Subleasing.* No Unit may lease for hotel or transient purposes. A Lease for a period of less than six (6) months is deemed to be for transient purposes. No Unit Owner or lessee may lease less than the entire Unit. No lessee of a Unit may sublease that Unit.

h. *Hardship*. A Unit Owner may apply to the Management Committee for a Hardship exemption from the leasing restrictions contained in this Declaration. If a Unit Owner decides to apply for a Hardship exemption, such Unit Owner must take the following steps:

- (i) *Application*. The Unit Owner must submit a request in writing to the Management Committee requesting a Hardship exemption setting forth in detail the reasons why such Unit Owner should be entitled to same.
- (ii) *Approved Exemptions*. Subject to changes in the Act, the following two Hardship exemptions are deemed expressly approved upon application and proof of engagement in one or more of the following for each application or extension:
 - A. a Unit Owner in the military for the period of the Unit Owner's deployment;
 - B. a Unit occupied by a Unit Owner's parent, child, or sibling;
 - C. a Unit Owner whose employer has relocated the Unit Owner for no less than two years according to Utah Code § 57-8-10.1(2)(a)(iii) as amended; or
 - D. a Unit owned by an entity that is occupied by an individual who has voting rights under the entity's organizing documents and has a 25% or greater share of ownership, control, and rights to profits and losses of the entity.
- (iii) *Conditional Exemptions*. In addition to the foregoing exemptions set forth in subsection (ii) above, if based on the information supplied to the Management Committee by the Unit Owner, the Management Committee finds, in its sole discretion, that a reasonable Hardship exists, the Management Committee may grant a waiver of lease restrictions up to a maximum of one (1) year. Any such exemption are unenforceable and without effect unless reduced to writing and signed by a majority of the then-existing Management Committee. The Management Committee may not be arbitrary or capricious in granting exemptions, however, the granting of an exemption to one Owner as permitted herein is not binding on the Management Committee to grant exemptions to all other Unit Owners who apply with similar but distinguishable circumstances.
- (iv) *Hardship Factors*. The types of Hardships that the Management Committee may consider under subsection (iii) above, include, but are not limited to, Hardships for a death in the family, religious service, or one or more significant medical treatments for a Unit Owner or a Unit Owner's immediate family (such as a spouse or child) that requires the Unit Owner to be away from the Owner's Unit during the medical treatment. The Management Committee, in its sole discretions, may grant a Hardship exemption.
- (v) *Application for Extension of Exemptions*. If a Unit Owner has been granted a Hardship exemption, such Unit Owner must reapply thirty (30) days prior to the expiration of such Hardship exemption, if such Unit Owner wishes to request an extension thereof. The Management Committee, in its sole discretion, may grant an extension for such Hardship exemption. A Hardship exemption cannot be extended for a period more than three (3) years from the date the original Hardship was granted.

(vi) *Leasing During Exemption.* Any Lease entered into under the extension of exemption provision must be in writing and for a period of no less than six (6) months and no more than one (1) year. The Lease will be subject to and must comply with all other requirements of this Declaration.

i. *Association Right to Lease.* The Management Committee has the right to lease any Association owned Units or any Unit which the Association has possession of, under any court order or foreclosure (judicial or non-judicial), or other process, and said Units are not subject to the lease restrictions in this Declaration.

j. *Compliance with Governing Documents and Default.* Any Unit Owner who leases a Unit is responsible for assuring compliance by such Unit Owner's lessee with the Governing Documents. Failure by a Unit Owner to take legal action, including the institution of proceedings in Unlawful Detainer and/or Eviction against the lessee in violation of the Governing Documents within fifteen (15) calendar days after receipt of written demand from the Management Committee to take action against the lessee(s) in violation, entitles the Association, through the Management Committee, to take any and all action available in law or equity, including without limitation the institution of proceedings in Unlawful Detainer/Eviction, on behalf of such Unit Owner against his lessee. Additionally, if any Unit Owner leases the Unit in violation of this Declaration, then after providing the Unit Owner with the appropriate notice and hearing as required by law, the Unit Owner fails to institute proceedings in Unlawful Detainer/Eviction against the lessee to have him or her removed from the Owner's Unit, then the Association may, but is not obligated to, institute proceedings in Unlawful Detainer/Eviction on behalf of the Unit Owner against the lessee to have the lessee evicted from the property. Any expenses incurred by the Association in enforcing this Declaration, including attorney's fees and costs of suit, must be repaid to the Association by such Unit Owner. Failure of such Unit Owner to make such repayment within fifteen (15) days after receipt of written demand thereof, entitles the Management Committee (i) to levy and add to the assessment against such Unit Owner and the Unit, all expenses incurred by the Association and to foreclose the assessment lien according to Utah law; or (ii) to file suit to collect the amounts due and owing, or both.

Notwithstanding any other rights of enforcement under the Governing Documents, or by applicable law, the Association may impose a one hundred dollar (\$100.00) fine, as may be adjusted by the Management Committee in the Rules or other Governing Documents and in accordance with the Act, on a Unit Owner, which constitutes a lien upon such Owner's Unit and is added to the annual assessment for the Owner's Unit for each violation by the Unit Owner or the Unit Owner's lessee of the Governing Documents. Such fine is imposed after a ten (10) day notice is given to the Unit Owner of such violation, which notice is deemed given on the date such notice is mailed, prepaid, first class U.S. mail, to Unit Owner's address as shown on the Association records. The Association may impose an additional ten dollar (\$10.00) per day fine, as may be adjusted by the Management Committee in the Rules or Governing Documents and in accordance with the Act, on a Unit Owner for each day such violation continues after the ten (10) day notice period provided herein, which additional fines constitutes a lien upon such Owner's Unit and is added to the annual assessment.

k. *Enforcement of Lease by Association.* Any Lease for any Unit within the Project must include the following language, and, if such language is not expressly contained in such Lease, the Unit Owner leasing the Unit hereby agrees that such language is deemed incorporated into the lease:

NOTICE: Any violation of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Country Club View Condominiums, a Condominium Community ("Declaration") and/or any Rules and Regulations adopted pursuant thereto (collectively "Violations"), by the lessee, any occupant, or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Unit Owner to terminate the lease without liability and to evict the lessee in accordance with Utah law. The Unit Owner hereby delegates and assigns to the Management Committee of Country Club View Owners Association power and authority of enforcement against the lessee for breaches resulting from any Violations, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Unit Owner, in accordance with the terms hereof. In the event the Management Committee proceeds to evict the lessee, any costs, including reasonable attorney fees, court costs, and any other expenses incurred by the Association associated with the eviction will be an assessment and lien against the Unit.

l. *Obligation to Notify Association of Lessee.* The Unit Owner must notify the Management Committee of the names of the lessee of the Unit. If a Unit is leased, only the tenant, and not the Unit Owner, has the right to the use of the Common Areas and Facilities while the Unit is leased.

30. Definitions. Where the Act defines terms, those terms have the same meaning here, including Exhibits attached hereto, unless defined differently below or if the context otherwise requires.

a. "Act" means the Utah Condominium Ownership Act, Utah Code § 57-8-1, *et. seq.*, as the same may be amended from time to time.

b. "Association of Unit Owners" or "Association" means The Country Club View Condominiums Owners Association, a Utah non-profit corporation, of which all of the Unit Owners are members. The Association is governed under this Declaration and the Articles of Incorporation recorded with the Utah Department of Commerce and Bylaws attached hereto as Exhibit "C."

c. "Building" means the building built on the land containing Units and comprising a part of the Property.

d. "Common Areas and Facilities" means:

(i) The Land;

(ii) That portion of the Property not specifically included in the respective Units as herein defined;

(iii) All foundations, columns, girders, beams, supports, main walls, roofs, stairways, exterior walkways, driveways, streets, such recreational areas and facilities as may be provided,

yards, fences, service and parking areas and entrances and exits, and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;

- (iv) Those areas specifically set forth and designated in the Plat as "Common Ownership" or "Limited Common Area"; and
- (v) All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

e. "Common Expenses" means all expenses incurred by the Association for administration, maintenance, repair or replacement of the Common Areas and Facilities, except as expressly limited; and to all items, things and sums described in the Act which are lawfully assessed against the Unit Owners in accordance with the provisions of the Act and the Governing Documents pertaining to the Condominium as the Association or the Management Committee may from time to time adopt, and such other determinations and agreements lawfully made and/or entered into by the Management Committee.

f. "Condominium Unit" means the ownership of a single Unit in this Condominium Community together with an undivided interest in the Common Areas and Facilities of the Property.

g. "Condominium Community", "Condominium" "Condominium Project" or sometimes the "Project" means the entire Property, as defined below, together with all rights, obligations and organizations established by this Declaration.

h. "Declarant" means the current Declarant, i.e. the Association. The Original Declarant was Highland Ascent, L.L.C., a Utah limited liability company.

i. "Declaration" means this Amended and Restated Declaration, as may be modified, amended, supplemented or expanded.

j. "Eligible Mortgagee" means a Mortgagee who has requested the Association in writing to notify it on any proposed action which requires the consent of a specified percentage of Eligible Mortgagees, or has requested notice of any condemnation or casualty loss, sixty-day delinquency in payment of assessment or charges owed by a Unit Owner, lapse, cancellation or material modification of any insurance policy or fidelity bond.

k. "Governing Documents" includes the Declaration, the plats, the Articles, bylaws, Rules and Regulations and any other governing documents of the Association.

l. "Land" means the real property described on Exhibit "A" submitted to the provisions of the Act.

m. "Limited Common Areas and Facilities" or "Limited Common Areas" means those Common Areas and Facilities designated herein or on the Plat as reserved for use of a certain Unit to the exclusion of the other Units including patios, entrance walkways, and/or balcony areas associated with the Units.

- n. "Management Committee" means the Management Committee of the Association as provided in the Declaration and the Bylaws attached hereto (which Bylaws are hereby incorporated by reference and made a part of this Declaration). The Management Committee has the responsibility, duty, and authority to make and enforce all reasonable rules and regulations covering the operation and maintenance of the Project.
- o. "Manager" means the person, persons, or corporation selected by the Management Committee to manage the affairs of the Condominium Project.
- p. "Mortgage" means and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.
- q. "Mortgagee" means and includes both the mortgagee under a first mortgage on any Unit and the beneficiary under a first deed of trust on any Unit.
- r. "Percentage Interest" means the undivided percentage interest of each Unit Owner in the Common Areas at any point in time as may be revised from time to time upon alteration of the Project. The Percentage Interests(s) are set forth on Exhibit "B."
- s. "Plat" means the recorded Condominium Plat of the Project.
- t. "Project" means the entire Property subject to this Declaration.
- u. "Property" means and include the land, the Building, all improvements and structures thereon, all easements, right and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.
- v. "Undivided Interest" means the interest of each Unit in the Common Areas, the Common Expense liability, and votes in the Association allocated to each Unit as set forth on Exhibit "B" attached hereto.
- w. "Unit" or "Condominium Unit" means one of the Units designated as a Unit on the Plat. Mechanical equipment and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, furnaces, stoves, fixtures and the like, are considered part of the Unit, as well as all decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint, flooring, carpeting and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members other than bearing walls and structural members, of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building within which the Unit is situated are also part of the Unit.
- x. "Rules and Regulations" or "Rules" mean those rules and regulations applying to the Project as adopted by the Management Committee from time to time.

y. "Unit Number" means the number, letter or combination thereof designating the Unit Number in the Declaration as shown on Exhibit "B" and in the Plat.

z. "Unit Owner" or "Owner" means the person or persons owning a Unit in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Salt Lake County, Utah. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner excludes a mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title under a foreclosure or any arrangement or proceeding in lieu thereof.

aa. "Investor-Owned" means the Unit is:

- (i) tenant occupied;
- (ii) vacant and listed for rent;
- (iii) vacant and listed for sale; or
- (iv) under contract to a purchaser who, as those terms are defined by the FHA, does not intend to occupy the unit as a Principal Residence or Secondary Residence.

bb. "Owner-Occupied" means the Unit is:

- (i) occupied by the Unit Owner as a primary or secondary residence;
- (ii) occupied by the unit owners' immediate family (children or parents) as a primary or secondary residence; or
- (iii) under contract to a purchaser who intends to occupy the unit.

A Unit is not "Owner-Occupied" if it is occupied by a lessee who is not defined in sections i-ii, even if the Unit is also occupied by someone defined in sections i-ii.

Those definitions contained in the Act, to the extent they are applicable and consistent herewith, are incorporated herein by reference and have the same effect as if expressly set forth herein and made a part hereof.

31. Amendment. This Declaration and/or the Plats may be amended upon the affirmative vote or approval and consent of not less than sixty-seven percent (67%) of the Undivided Interest (100% to change the undivided interests of the Unit Owners in Common Areas and Facilities). Any amendment so authorized must be accomplished by recordation of an instrument executed by the President and Secretary of the Association. In said instrument the Secretary certifies that the vote or consent required by this Section has occurred. The demising boundaries of each Unit and the percentage share of each Unit in the Common Area and Facilities may not be altered or changed without the prior written consent of the applicable Unit Owner.

32. Gender. When applicable, any singular, wherever used herein, must be construed to mean the plural and the necessary grammatical changes required to make the provisions hereof apply

either to corporations or individuals, male or female, are assumed as though in each case fully expressed.

33. Invalidity. The invalidity of any provisions of this Declaration, or any portion thereof, does not impair or affect the validity, enforceability, or effect of the remainder of this Declaration and, in such event, all the other provisions of this Declaration continue in full force and effect as if such invalid provision had never been included herein.

34. Severability. The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, subsections or sections hereof does not affect the remaining portions of this instrument or any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument is construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, subsection or subsections or section or sections had not been inserted.

35. Reasonable Accommodations. Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such 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 Lot, the Common Area facilities and buildings, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this section is not a waiver of the provisions of the Governing Documents regarding anyone else.

36. Notices. Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration are deemed to have been properly furnished if personally delivered, emailed, or mailed to the Person who appears as a Unit Owner, at the latest email or mailing address for such Person appearing in the records of the Association at the time notice is sent. If no email or mailing address has been provided, the physical address of the Unit owned by said Owner will be used for notice purposes.

37. Waivers. No provision contained in the Declaration is deemed waived due to any failure to enforce it, irrespective of the number of violations which may occur.

38. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

39. Effective Date. This Declaration is effective upon recording.

IN WITNESS WHEREOF, the Association has executed this Declaration this 23rd day of January, 2018.

*** Signatures on Following Page ***


The Country Club View Condominiums Owners Association
a Utah nonprofit corporation



H. Ken Andrews, President

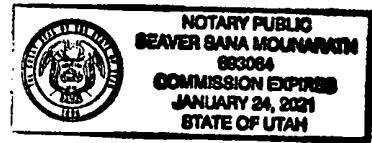
State of Utah)
) ss:
County of Salt Lake)

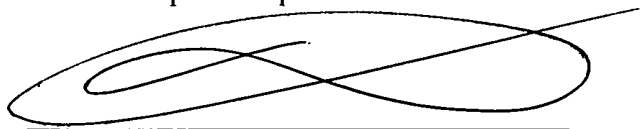
On the 24th day of January 2018, personally appeared before me H. Ken Andrews, who by me being duly sworn, did say that he is an authorized representative of The Country Club View Condominium Owners Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public

The Country Club View Condominiums Owners Association
a Utah nonprofit corporation






Spencer Alston, Secretary

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

04/12/18

~~On the 24th day of January 2018,~~ personally appeared before me Spencer Alston, who by me being duly sworn, did say that he is an authorized representative of The Country Club View Condominium Owners Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



Notary Public

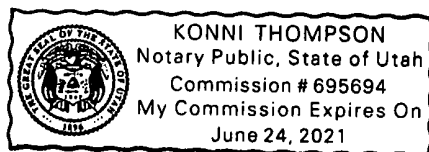


EXHIBIT A

Legal Description

All of the Country Club View Condominiums, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder on November 5, 2007 as Entry No. 10262396.

Parcel Numbers 16153600010000 through 16153600470000.

Including 46 units and common area.

LAND

BEGINNING AT A POINT 229.7 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 2, BLOCK 6, FIVE ACRE PLAT "C", BIG FIELD SURVEY AND RUNNING THENCE NORTH 89°51'38" EAST 455.40 FEET; THENCE SOUTH 00°11'47" WEST 344.50 FEET; THENCE NORTH 89°51'38" WEST 75.90 FEET; THENCE SOUTH 00°11'47" WEST 229.65 FEET; THENCE NORTH 89°51'38" WEST 379.50 FEET; THENCE SOUTH 00°11'47" WEST 114.85 FEET TO THE POINT OF BEGINNING.

CONTAINS 69,733 SQ. FT. (1.6 ACRES)

CONVERTABLE LAND

BEGINNING AT A POINT NORTH 00°11'47" EAST 229.70 FEET AND NORTH 89°51'38" EAST 455.40 FEET AND NORTH 00°11'47" EAST 294.50 FEET AND NORTH 89°51'38" WEST 10.90 FEET AND EAST 10 FEET FROM THE SOUTHWEST CORNER OF LOT 2 BLOCK 6, FIVE ACRE PLAT C, BIG FIELD SURVEY; AND RUNNING THENCE NORTH 89°51'38" WEST 55.00 FEET; THENCE SOUTH 00°11'47" WEST 40.00 FEET; THENCE SOUTH 89°51'38" EAST 55 FEET; THENCE NORTH 00°11'47" EAST 40 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2,200 SQ. FT. (0.051 ACRES)

EXHIBIT B

Undivided Interests

Unit #	Tax ID #	Unit Type	Parking Stall	Storage Unit	Interior Sq Ft	Architectural Sq Ft	Common Ownership
10	3	F-2	3	Q1	1328	1448	2.4517%
11	2	C	2	R1	1531	1602	2.7125%
12	4	B-3	4	P1	973	1083	1.8338%
13	1	B-1	1	S1	973	1083	1.8338%
14	5	B-3	53	O1	973	1083	1.8338%
16	6	P	52	N1	973	1083	1.8338%
100	22	K-1	11	X	1314	1478	2.5025%
101	7	N	51	M1	1502	1680	2.8446%
102	21	B-3	10	Y	973	1083	1.8338%
103	8	B-1	50	L1	973	1083	1.8338%
104	20	B-3	9	Z	973	1083	1.8338%
105	9	B-1	49	K1	973	1083	1.8338%
106	19	B-3	8	A1	973	1083	1.8338%
108	18	B-2	7	B1	973	1083	1.8338%
110	17	B-2	6	C1	973	1083	1.8338%
111	10	A-1	48	J1	1261	1405	2.3788%
112	16	B-2	5	D1	973	1083	1.8338%
113	11	B-1	47	I1	973	1083	1.8338%
114	15	B-2	43	E1	973	1083	1.8338%
115	12	B-4	46	H1	973	1083	1.8338%
116	14	E	44	F1	1350	1522	2.5771%
117	13	A-2	45	G1	1260	1405	2.3788%

Unit #	Tax ID #	Unit Type	Parking Stall	Storage Unit	Interior Sq Ft	Architectural Sq Ft	Common Ownership
200	23	Suite West	55 & 38	L1	2254	2581	4.3702%
202	37	B-3	31	Q	973	1083	1.8338%
203	24	D	39	W	1624	1758	2.9766%
204	36	B-3	30	R	973	1083	1.8338%
205	25	B-1	40	V	973	1083	1.8338%
206	35	B-3	29	S	973	1083	1.8338%
208	34	B-2	28	U1	973	1083	1.8338%
210	33	B-2	27	F	973	1083	1.8338%
211	26	A-1	14	U	1261	1405	2.3788%
212	32	B-2	26	E	973	1083	1.8338%
213	27	B-1	13	K	973	1083	1.8338%
214	31	B-2	42	T	973	1083	1.8338%
215	28	B-4	12	J	973	1083	1.8338%
216	30	M	37	H	1423	1663	2.8158%
217	29	K-2	41	I	1314	1478	2.5025%
306	46	H	18 & 19	D	1221	1336	2.2621%
308	45	B-2	20 & 21	C	973	1083	1.8338%
310	44	B-2	22 & 23	B	973	1083	1.8338%
311	38	G	16 & 17	G	1411	1561	2.6431%
312	43	B-2	32	N	973	1083	1.8338%
313	39	B-1	24 & 25	A	973	1083	1.8338%
314	42	F-1	35 & 36	O	1323	1448	2.4517%
315	40	L	33 & 34	P	1328	1448	2.4517%
316	41	Suite East	15 & 54	M	2109	2434	4.1213%

EXHIBIT C

Bylaws of The Country Club View Condominiums Owners Association

I. IDENTITY

These are the Bylaws of The Country Club View Condominiums Owners Association, duly made and provided for under the Utah Condominium Ownership Act (the "Act"). Any term used in these Bylaws which is defined in the Declaration, has the same meaning as in the Declaration.

II. OFFICE

The office of the Association is at the Condominium or at such other place as may be designated by the Management Committee.

III. APPLICATION

All present or future owners, tenants, or any other persons who might use the facilities of Country Club View Condominiums in any manner are subject to the regulations set forth in these Bylaws. By acquiring or renting any Unit, or part thereof, or merely occupying, using, or visiting the Condominiums, a person agrees to comply with these bylaws.

IV. ASSOCIATION

1. *Members.* The members of the Association are all persons owning a Unit of the Country Club View Condominiums, a Condominium Community, in fee simple as shown in the records of the County Recorder of Salt Lake County, Utah. No mortgagee or a beneficiary or trustee under a deed of trust may be a member unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the member's Unit.

2. *Place of Meetings.* Meetings of the Association must be held within the State of Utah as the Management Committee may specify in the notice, except as herein otherwise specified.

3. *Annual Meetings.* The annual meeting of the Association must be held in the third week of January with the specific date and time determined and published by the Management Committee at least 30 days prior. The Management Committee may from time to time by resolution change the month, date, and time for the Annual Meeting.

4. *Special Meetings.* Special meetings of the Association may be called at any time by the Management Committee or by Unit Owners who collectively hold at least thirty (30) percent of the undivided ownership interests of the common and area facilities. Such meeting must be held at such place as the Management Committee may specify and the notice thereof must state the date, time and matters to be considered.

5. *Notices.* Written or printed notice stating the place, day and hour of all meetings of the Association and, in case of a special meeting, the purpose or purposes for which the meeting is called, must be delivered not less than ten (10) days before the date of the meeting, either personally, by email, or by mail to each Unit Owner. If mailed, such notice is deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid. Each Owner must register with the Association such Owner's current email address, phone number, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Unit is deemed to be the Owner's registered address.

6. *Quorum.* At the meeting of the Association, the Owners of more than fifty (50) percent in the aggregate of interest in the undivided ownership of the Common Areas and Facilities constitutes a quorum for all purposes, except where express provisions of these Bylaws or the Declaration of Condominium require a vote of more than fifty (50) percent, in which event a quorum is the percentage of interest required for such vote. In the absence of a quorum, the chairman of the meeting may adjourn the meeting from time to time, without notice other than by announcement at the meeting, until holders of the amount of interest requiring a quorum attend. At any such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally notified.

7. *Voting.* When a quorum is present at any meeting, the vote of the Unit Owners representing more than fifty (50) percent of the undivided interest, either in person or represented by proxy, decide any question of business brought before such meeting, including the election of the Management Committee, unless the question is one upon which, by express provision of the Declaration or these Bylaws, a greater vote is required, in which case such express provision governs and controls the decision of such question. All votes may be cast either in person or by proxy.

A Unit Owner is deemed to be in good standing and entitled to vote at any annual meeting or at any special meeting of the Association if, and only if, the Unit Owner has fully paid all due installments of assessments made or levied against such Unit Owner or Unit by the Management Committee as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to such Unit Owner and against the Unit Owner's Unit, at least three (3) days prior to the date fixed for such annual or special meeting.

8. *Proxies.* The votes appertaining to any Unit maybe cast under a proxy or proxies duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of any such persons. The term executed as required herein means any indication that the document is from and consented to by the person who is purported to have sent it. All proxies must be in writing, which includes email and facsimile, text, or any other electronic or physical means. No such proxy is revocable except by actual notice to the person presiding over the meeting, by the Unit Owner or by any of such persons, that it be revoked. Any proxy is void if it is not dated, if it purports to be revocable without notice as aforesaid. The proxy of any person is void if not signed by a person having authority' at the time of the execution thereof, to execute deeds on behalf

of that person. Proxies for all Unit Owners' meetings must be filed with the secretary before the meeting is called to order.

9. *Waivers of Notice.* Any Unit Owner may at any time waive any notice required to be given under these Bylaws, or by statute or otherwise. The presence of a Unit Owner in person at any meeting of the Unit Owners is deemed as such waiver. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Management Committee or of the Owners is deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Management Committee.

10. *Conduct of Meeting.* The Chairman, or in his or her absence the Vice-Chairman presides over all meetings of the Association and the Secretary keeps the minutes of the meeting and record in a Minute Book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat.

11. *Action Taken Without a Meeting.* Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners in accordance with the requirements of Utah Code § 16-6a-707 or § 16-6a-709 and any other applicable section of the Acts. Any action so approved has the same effect as though taken at an Owner meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

V. MANAGEMENT COMMITTEE

1. *Purposes and Powers.* The business, property and affairs of the Condominium Community are managed and governed by the Management Committee consisting of the number of members as determined by the Declaration. The Management Committee has all the powers and duties necessary for the administration of the affairs of the Association under the provisions of the Declaration and may do all such acts and things as are not by the Act or by these Bylaws directed to be exercised and done by the Association. The Management Committee has the power from time to time to adopt any rules and regulations deemed necessary for the enjoyment of the Condominium Community provided such rules and regulations do not conflict with the Act, the Declaration, or these Bylaws. The President, or Vice-President, has the authority to act on behalf of the Management Committee on all matters relating to the duties of the Manager, if any, which might arise between meetings of the Management Committee. Subject to any limitations or provisions contained in the Declaration, the Management Committee is responsible for the following:

- a. Preparing an annual budget, including establishing the contribution of each Unit Owner to the Common Expenses;
- b. Making assessments against Owners to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. Unless otherwise determined by the Management Committee, the annual assessment against each Unit Owner for the Unit Owner's proportionate share of the

Common Expenses is payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month.

- c. Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all the Common Areas and services of the Condominium Community.
- d. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Areas, and providing services for the Property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment are deemed the common property of the Owners.
- e. Collecting the assessments against the Unit Owners, depositing the proceeds thereof in a bank depository which it approves, and using the proceeds to carry out the administration of the Property.
- f. Making and amending rules and regulations respecting the use of the Property.
- g. Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- h. Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the Property and repairs to, and restoration of, the Property, according to the Declaration and other provisions of these Bylaws, after damage or destruction by fire or other casualty.
- i. Enforcing by legal means the provisions of the Declaration, the Bylaws and rules and regulations for the use of the Property adopted by it, and bringing any proceedings which may be instituted on behalf of the Unit Owners.
- j. Obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof.
- k. Paying the cost of all services rendered to the Condominium Community and not billed to Unit Owners of individual Units.
- l. Keeping books with detailed accounts of the receipts and expenditures affecting the Property, and the administration of the Condominium Community, specifying the maintenance and repair expenses of the Common Areas and any other expenses incurred. The said books and vouchers accrediting the entries thereupon must be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner set and announced by the Management Committee for the general knowledge of the Owners. All books and records must be kept in accordance with generally accepted accounting practices.
- m. To do such other things and acts not inconsistent with the Act, the Declaration or the Bylaws or by a resolution of the Association.

2. *Composition of Management Committee.* Management Committee members of the Association are elected and removed, and vacancies filled in the manner provided by the Declaration and Bylaws.

3. *Election.* The Management Committee is elected as provided in the Declaration.

4. *Vacancies.* Vacancies on the Management Committee must be filled as provided in the Declaration.

5. *Regular Meetings.* A regular annual meeting of the Management Committee must be held promptly after the adjournment of each annual meeting of the Unit Owners. Regular meetings, other than the annual meeting, may be held at regular intervals at such places and at such times as either the President or the Management Committee may from time to time designate. Notice must be provided to all Unit Owners who have requested notice of Management Committee meetings in the same manner as provided to Management Committee members. Regular meetings are open for all Unit Owners to attend.

6. *Special Meetings.* Special meetings of the Management Committee may be held whenever called by the President, Vice President, or by two or more members of the Management Committee. By unanimous consent of the Management Committee, special meetings may be held without call or notice at any time or place. Notice are provided to all Unit Owners who have requested notice of Management Committee meetings in the same manner as provided to Management Committee members. Special meetings are open to all Unit Owners.

7. *Quorum.* A quorum for the transaction of business at any meeting of the Management Committee must consist of a majority of the members of the Management Committee then in office.

8. *Open Meetings.* Except as provided below in (a) through (f), Management Committee meetings are open to Owners. The Management Committee may hold a closed executive session during a meeting of the Management Committee if the purpose of the closed executive session is to:

- a. Consult with legal counsel of the Association to obtain legal advice and discuss legal matters;
- b. Discuss existing or potential litigation, mediation, arbitration, or an administrative proceeding;
- c. Discuss a labor or personnel matter;
- d. Discuss a matter relating to the initial contract negotiations, including the review of a bid or proposal;
- e. Discuss a matter involving a Person, if the Management Committee determines that public knowledge of the matter would violate the Person's privacy; or
- f. Discuss a delinquent assessment.

9. *Compensation.* Members of the Management Committee as such, must not receive any stated salary or compensation; but nothing herein precluded any member of the Management

Committee from serving the Condominium Community in any other capacity and receiving compensation therefor.

10. *Waiver of Notice.* Before or at any meeting of the Management Committee, any Unit Owner thereof, may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the giving of such notice. Attendance by a Unit Owner of the Management Committee at any meeting thereof is a waiver of notice by him or her of the time and place thereof.

11. *Action Without Meeting.* Any action which may be taken at a meeting of the Management Committee may be taken without a meeting if authorized by a writing signed by all the persons who would be entitled to vote upon such action at a meeting, and filed with the secretary.

12. *Adjournments.* The Management Committee may adjourn any meeting from day to day or for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty days.

13. *Indemnification.* Every Management Committee Member and every officer of the Association must be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Management Committee Member or officer of the Association, or any settlement thereof, whether or not he or she is a Management Committee Member or officer at the time such expenses are incurred, except in such cases wherein the Management Committee Member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification herein applies only when the Management Committee approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification is additional to, and not exclusive of, all other rights to which such Management Committee Member or officer may be entitled.

14. *Report of Management Committee.* The Management Committee must present at each annual meeting, and when called for by vote of the Association at any special meeting of the Association, a full and clear statement of the business and condition of the Condominium.

15. *Meeting. Report of Management Committee.* For purposes of this Article V, a Management Committee meeting does not include a gathering of Management Committee Members at which the Management Committee does not conduct and vote on Association business.

VI. OFFICERS

1. *Designation and Election.* The principal officers of the Management Committee are a president, a vice president, a secretary, and a treasurer, all of whom are elected by and from the Management Committee. The Management Committee may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary or desirable. Such election or appointment takes place at the first meeting of the Management Committee immediately following the annual meeting of the Unit Owners; provided, however, that elections of officers may be held at any other meeting of the Management Committee.

2. *Other Officers.* The Management Committee may appoint such other officers, in addition to the officers hereinabove expressly named, as they deem necessary, who have authority to perform such duties as may be prescribed from time to time by the Management Committee.

3. *Removal of Officers and Agents.* All officers and agents are subject to removal, with or without cause, at any time by the affirmative vote of the majority of the then members of the Management Committee.

4. *President.* The president is the chief executive of the Management Committee, and exercises general supervision over its property and affairs. The President signs on behalf of the Condominium all conveyances, mortgages and contracts of material importance to its business, and performs all acts and things which the Management Committee may require. The President presides at all meetings of the Unit Owners and the Management Committee. He or she has all the general powers and duties which are normally vested in the office of the president of a corporation, including, but not limited to, the power to appoint committees from among the members (or otherwise) from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium Community.

5. *Vice President.* The vice president takes the place of the president and performs his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president can act, the Management Committee must appoint some other member thereof to do so on an interim basis. The vice president also performs such other duties from time to time be prescribed by the Management Committee.

6. *Secretary.* The secretary keeps the minutes of all meetings of the Management Committee and of the Unit Owners; he or she has charge of the books and papers as the Management Committee may direct; and he or she in general, performs all the duties incident to the office of secretary.

7. *Treasurer.* The treasurer has the responsibility for the funds and securities of the Management Committee and is responsible for keeping full and accurate accounts of all receipts of all disbursements in books belonging to the Management Committee. He or she is responsible for the deposit of all monies and all other valuable effects in the name, and to the credit of, the Management Committee in such depositories as may from time to time be designated by the Management Committee.

8. *Compensation.* No compensation is paid to the officers for their services as officers. No remuneration is paid to an officer for services performed by him or her for the Management Committee in any other capacity, unless a resolution authorizing such remuneration has been unanimously adopted by the Management Committee before the services are undertaken.

VII. ACCOUNTING

1. *Books and Accounts.* The books and accounts of the Management Committee are kept under the direction of the treasurer and according to reasonable standards of accounting procedures.

2. *Report.* At the close of each accounting year, a Report of any review may be prepared and submitted to the Unit Owners at or before the annual meeting. Provided, however, that a

certified audit by a certified public accountant approved by the Unit Owners must be made if Unit Owners representing at least sixty-seven (67) percent of the undivided interest in the Common Areas and Facilities determine to require the same. Upon resolution of the Management Committee, the Association, may be audited annually by an outside auditor chosen by the Management Committee who cannot be a resident of the Condominium Community, or an Owner therein. The cost of such audit is a Common Expense. A copy of the annual audit report must be supplied to any first mortgagee of any Unit in the Condominium Community who requests the same in writing from the Secretary.

3. *Inspection of Books.* All books and records at the Association must be available at the principal office of the Management Committee and may be inspected by any Unit Owner, or his agent or attorney, for any proper purpose during reasonable business hours.

4. *Fiscal Year.* The fiscal year of the Association consists of the twelve-month period commencing on January 1 of each year and terminating on December 31 of the same year. The fiscal year herein established is subject to change by the Management Committee should it be deemed advisable or in the best interests of the Association.

VIII. BUILDING RULES

The Management Committee has the power to adopt and establish, by resolution, such Building, management and operational rules and regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium and the Management Committee may from time to time, by resolution, alter, amend, and repeal such rules and regulations. Unit Owners must always obey such rules and regulations and use their best efforts to see that they are faithfully observed by their lessees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such rules and regulations apply and bind all Unit Owners of the Condominium Community. Provisions of the Act pertaining to rules and regulations are incorporated herein by reference and are deemed a part hereof.

IX. AMENDMENT OF THE BYLAWS

These Bylaws may be altered or amended in the same manner and subject to the same conditions as apply with respect to amendment of the Declaration.

X. OPERATION AND MAINTENANCE OF CONDOMINIUM PROJECT

The Management Committee is responsible for the maintenance, control, operation and management of the Condominium in accordance with the provisions of the Act, the Declaration under which the Condominium was established and submitted to the provisions of the Act, these Bylaws and such rules and regulations as the Association of Unit Owners may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association of Unit Owners.

XI. NOTICE

1. *Manner of Notice.* All notices, demands, bills, statements or other communications provided for or required under these bylaws must be in writing and are deemed to have been duly

given if delivered personally, by owner provided email address, or if sent by U.S. Mail, first class postage prepaid, (i) if to an Owner, at the address of his Unit and at such other address as the Owner may have designated by notice in writing to the Secretary, or (ii) if to the Management Committee or the Manager, at the principal office of the Manager or at such other address as designated by notice in writing to the Owners under this Section.

2. *Waiver of Notice.* Whenever any notice is required to be given under the provisions of the statutes, the Declaration or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, is deemed equivalent thereto, unless such waiver is ineffective under the provisions of the Act.

XII. COMPLIANCE, CONFLICT, AND MISCELLANEOUS PROVISIONS

1. *Compliance.* These Bylaws are set forth in compliance with the requirements of the Act.

2. *Conflict.* These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Act. All the terms hereof, except where clearly repugnant to the context, have the same meaning as they are defined to have in the Declaration or the Act. If any conflict between these Bylaws and the Declaration, the provisions of the Declaration control; and in the event of any conflict between the Declaration and the Act, the provisions of the Act control.

3. *Severability.* These Bylaws are set forth to comply with the requirements of the State of Utah. If any of the Bylaws conflict with the provisions of any of its statutes, the provisions of the statutes apply. If any provisions of these Bylaws or any section, sentence, clause phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of these Bylaws, is not affected thereby and to this end, the provisions hereof are declared to be severable.

4. *Waiver.* No restriction, condition, obligation or provision of these Bylaws can be deemed to have been abrogated or waived due to any failure or failures to enforce the same.

5. *Captions.* The captions contained in these Bylaws are for convenience only and are not part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws.

6. *Miscellaneous.* Whenever in these Bylaws the context so requires, the singular number includes the plural and the converse; and the use of any gender is deemed to include all genders.

IN WITNESS WHEREOF, the Association executed and adopted these Bylaws this 23rd day of January 2018.

*** Signatures on Following Page ***

The Country Club View Condominiums Owners Association
a Utah nonprofit corporation

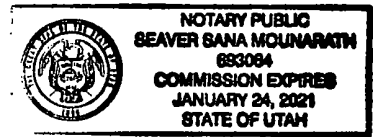
H. Ken Andrews
H. Ken Andrews, President

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

On the 24th day of January 2018, personally appeared before me H. Ken Andrews, who by me being duly sworn, did say that he is an authorized representative of The Country Club View Condominium Owners Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Sam Bennett
Notary Public

The Country Club View Condominiums Owners Association
a Utah nonprofit corporation



Spencer Alston
Spencer Alston, Secretary

State of Utah)
Summit) ss:
County of ~~Salt Lake~~) 4/12/18

~~On the 24th day of January 2018,~~ personally appeared before me Spencer Alston, who by me being duly sworn, did say that he is an authorized representative of The Country Club View Condominium Owners Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Konni Thompson
Notary Public

