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Amended and Restated Declaration of Condominium for

CRESCENT HEIGHTS CONDOMINIUMS

A Condominium Project consisting of Multi-Family Units and Common Areas

**AN AGE RESTRICTED COMMUNITY OPERATED FOR RESIDENTS 55
YEARS OF AGE AND OLDER**

RECITALS	7
DECLARATION	8
1 Definitions	8
1.1 Allocated Interest	8
1.2 Articles	8
1.4 Association	8
1.5 Board	9
1.6 Books and Records	9
1.7 Bylaws	9
1.8 Common Areas	9
1.9 Common Expenses	10
1.10 Computation of Allocated Interests	10
1.11 Condominium Act	10
1.12 Declaration	10
1.13 Director	10
1.14 Eligible Mortgagee	10
1.15 Governing Documents	10
1.16 Limited Common Areas	11
1.17 Manager	11
1.18 Map	11
1.19 Member	11
1.20 Mortgage	11
1.21 Mortgagee	11
1.22 Nonprofit Act	11
1.23 Occupant	11
1.24 Owner	11
1.25 Project	11
1.26 Restrictions	11
1.27 Rules	12
1.28 Unit	12
2 Submission	13
3 Improvements	13
3.1 Description of Improvements	13
3.2 Description of Common Areas and Limited Common Areas	13

3.3 Description of Units	13
4 Easements	14
4.1 Easement for Encroachment	14
4.2 Access for Repair of Common Areas	14
4.3 Emergency Repairs	14
4.4 Right of Ingress, Egress, and Enjoyment	14
4.5 Common Facilities Located Within a Unit	14
4.6 Association Easement	14
4.7 Easement for Utility Services	14
4.8 Limitation on Easements	15
5 Maintenance	15
5.1 Common Areas	15
5.2 Limited Common Areas	15
5.3 Units	15
6 Membership and Association	16
6.1 Association	16
6.2 Membership	16
6.3 Voting	16
6.4 Composition and Selection of Board	17
6.5 Status and Authority of the Board	17
6.6 Board Liability	17
7 Use Restrictions	17
7.1 Use of Units	17
7.2 Use of Common Areas	17
7.3 Cancellation of Insurance/Violation of Law	18
7.4 Nuisance	18
7.5 Rules	19
7.6 Signs and Exterior Décor	19
7.7 Pets	19
7.8 Vehicles/Parking	20
7.9 Aerials, Antennas, and Satellite Dishes	20
7.10 Leases	20
7.11 Timeshares	22

7.12 Smoking	22
7.13 Open Fires/Barbeques	22
7.14 Firearms and Projectile Weapons	22
7.15 Unit Heating	22
7.16 Smoke Detectors	22
7.17 Floor Load	22
7.18 Architectural Control	23
7.19 Solar Energy Systems	23
7.20 Holiday Decorations	23
7.21 Age Restrictions – Housing for Older Persons	23
8 Enforcement	24
8.1 Compliance	24
8.2 Remedies	24
8.3 Action by Owner	25
8.4 Hearings	25
8.5 Attorneys’ Fees	25
9 Assessments	25
9.1 Covenant for Assessment	25
9.2 Assignment of Assessments	26
9.3 Annual Budget	26
9.4 Reserve Account/Reserve Analysis	27
9.5 Expenditures on Capital Additions	28
9.6 Regular Assessment	28
9.7 Special Assessment	28
9.8 Supplemental Assessment	28
9.9 Individual Assessment	28
9.10 Apportionment of Assessments	29
9.11 Nonpayment of Assessments	29
9.12 Application of Partial Payments	29
9.13 Collection of Assessment from Tenant	29
9.14 Lien for Assessment	29
9.15 Appointment of Trustee	30
9.16 Collection Action at Law	30
9.17 Collection Charge	31

9.18 Reinvestment Fee	31
10 Insurance	31
10.1 Periodic Insurance Review	31
10.2 Types of Insurance Maintained by the Association	31
10.3 Insurance Company	32
10.4 Premium as Common Expense	32
10.5 Insurance by Owner	32
10.6 Payment of Deductible	32
10.7 Right to Adjust Claims	33
10.8 Association to Maintain Property Insurance Deductible Amount	33
10.9 Waiver of Subrogation Against Owners and Association	33
11 Damage, Destruction, and Condemnation	33
11.1 Damage or Destruction	33
11.2 Damage Caused by Owner	34
11.3 Condemnation	34
12 Mortgagees	34
12.1 Application	34
12.2 Eligible Mortgagees	34
12.3 Notices of Actions	34
12.4 Restoration or Repair of Project	35
12.5 Consent of Eligible Mortgagee	35
13 Miscellaneous	35
13.1 Amendment of Declartion	35
13.2 Termination of Declaration	35
13.3 Votes Without a Meeting	35
13.4 Service of Process	35
13.5 Nonprofit Corporate Statue	36
13.6 Taxes on Units	36
13.7 Covenants Run with the Land	36
13.8 Severability	36
13.9 Waiver	36
13.10 Gender	36
13.11 Headings	36
13.12 Conflicts	36

13.13 Notices	36
13.14 Reasonable Accommodations	37
13.15 Owner Liability and Indemnification	37
13.16 Attorney Fees	38
13.17 Effective Date	38
Certification	38
Exhibit A Legal Description	39
Exhibit B Unit Allocated Interest	41
Exhibit C Bylaws	43

This Amended and Restated Declaration of Condominium for Crescent Heights Condominiums ("Declaration") is made on the date executed below by the Board of Directors after being approved by at least 2/3 of the Owners and 67% of the undivided ownership interests in the Common Areas. The Declaration shall become effective when recorded with the Salt Lake County Recorder.

Recitals

1. Crescent Heights is a condominium project located in Sandy City, Salt Lake County, Utah.
2. Crescent Heights was made subject to and continues to be governed by the Utah Condominium Ownership Act (Utah Code Ann. §57-8-1, et seq.), as amended from time to time. If the Condominium Act is silent, action taken may be in accordance with the Nonprofit Act.
3. Crescent Heights was made subject to that certain instrument entitled "Declaration of Condominium for Crescent Heights Condominiums" recorded on September 1, 1999, as Entry Number 7457332, in the Salt Lake County Recorder's Office ("Original Declaration").
4. The Original Declaration was amended by the following: "First Amendment to Declaration of Condominium for Crescent Heights Condominiums", recorded October 4, 1999, as Entry Number 7481525, in the Salt Lake County Recorder's Office; "Second Amendment to Declaration of Condominium for Crescent Heights Condominiums", recorded August 16, 2001, as Entry Number 7976811, in the Salt Lake County Recorder's Office; "Third Amendment to Declaration of Condominium for Crescent Heights Condominiums", recorded August 17, 2006, as Entry Number 9815865, in the Salt Lake County Recorder's Office; "Fourth Amendment to Declaration of Condominium for Crescent Heights Condominiums", recorded June 26, 2014, as Entry Number 11872215, in the Salt Lake County Recorder's Office; and "Fifth Amendment to Declaration of Condominium for Crescent Heights Condominiums", recorded July 16, 2014, as Entry Number 11881627, in the Salt Lake County Recorder's Office.
5. The Original Declaration was supplemented by the following: the "Supplement Concerning Convertible Land to Declaration of Condominium for Crescent Heights Condominiums (Convertible Land Area #5)", recorded January 21, 2005, as Entry Number 9280051, in the Salt Lake County Recorder's Office; the "Supplement Concerning Convertible Land to Declaration of Condominium for Crescent Heights Condominiums (Convertible Land Area #1)", recorded October 13, 2006, as Entry Number 9875412, in the Salt Lake County Recorder's Office; and the "Supplement to Declaration of Condominium for Crescent Heights Condominiums, (Convertible Land Area #2)", recorded February 19, 2008, as Entry Number 10350416, in the Salt Lake County Recorder's Office.
6. The Crescents Heights Condominium Association, Inc. ("Association") desires to update the Original Declaration to bring it current with applicable laws and regulations, to improve the ability to operate and govern the Association and the Crescent Heights project more efficiently and effectively, and to better enhance and protect property values.
7. Therefore, this "Amended and Restated Declaration of Condominium for Crescent Heights Condominiums" ("Declaration") will be the sole declaration for the Project and shall completely replace and supersede the Original Declaration and any amendments or supplements thereto.
8. The Bylaws of the Association attached hereto as Exhibit C supersede and replace any previous bylaws of the Association and any amendments thereto.

9. Article XVIII, Section 18.03, of the Original Declaration and Article 10, Section 10.02 of the Bylaws attached as its Exhibit C provide that these documents can be amended with the approval of at least 67% of the undivided ownership interests in the Common Areas.
10. The undersigned hereby certifies that at least 67% of the undivided ownership interest in the Common Areas has approved this Declaration and Bylaws, as well as at least 2/3 of the Owners as per U.C.A. §57-8-7(3). The undersigned further certifies that at least 67% of Mortgagees have approved this Declaration as needed and required.
11. IT IS INTENDED THAT THE PROJECT BE AN AGE RESTRICTED COMMUNITY OF INDIVIDUALS AGE 55 AND OVER. THE PROJECT SHALL BE CONSTRUCTED, MARKETED, MANAGED, AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL FAIR HOUSING ACT AND ITS EXEMPTIONS FROM DISCRIMINATION BASED ON FAMILIAL STATUS FOR HOUSING FOR OLDER PERSONS. THE PROJECT SHALL BE ADVERTISED AND PROMOTED AS "AGE RESTRICTED" OR AS "HOUSING FOR OLDER PERSONS"; SHALL HAVE 100% OF THE LIVING UNITS OCCUPIED BY AT LEAST ONE PERSON AGE 55 OR OLDER (except as provided in Section 7.21 herein); AND SHALL ESTABLISH REASONABLE MEANS OF VERIFYING AGE AND COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT AND THE FEDERAL HOUSING FOR OLDER PERSONS ACT.
12. It is intended that the Owners, Occupants, Mortgagees, and all other Persons hereafter acquiring any interest in the Project shall at all times enjoy the benefits of, and shall hold their interests subject to this Declaration, which is recorded in furtherance of establishing a general plan of condominium ownership for the Project, and for the establishing policies for the use, occupancy, management, and enjoyment thereof.

Declaration

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

1 Definitions

1.1 Allocated Interest

"Allocated Interest" means the undivided percentage of ownership (interest) in the Common Areas as provided in Exhibit B hereto and incorporated herein by reference. The Allocated Interest is also used to determine the Common Expense liability for each Unit, and the voting percentage allocated to each Unit. The Allocated Interest shall be equal among the Units, with each Unit having a 1/68th Allocated Interest.

1.2 Articles

"Articles" mean the Articles of Incorporation for the Crescent Heights Condominium Association, Inc., as amended from time to time.

1.3 Assessments

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

1.4 Association

"Association" means the Crescent Heights Condominium Association, Inc. and any successor in interest.

The Association is incorporated as a Utah non-profit corporation.

1.5 Board or Board of Directors

“Board” or “Board of Directors” mean the Board of Directors of the Association. The Board governs the property, business, and affairs of the Association. “Board” has the same meaning as “Management Committee” under the Condominium Act.

1.6 Books and Records

The Board, or Manager, if any, shall keep accurate records as required by the Condominium Act and Nonprofit Act and allow Owners, Mortgagees and their respective agents, and any insurer of a First Mortgage to inspect and/or copy the records as required by such Acts. The Association may charge a reasonable administrative fee and copying charges for preparing, scanning, copying, and sending such records.

1.7 Bylaws

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

1.8 Common Areas

“Common Areas” mean:

1.8.1

The land included within the Project;

1.8.2

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

1.8.3

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

1.8.4

Tanks, pumps, motors, fans, compressors, ducts and all apparatus and installations existing for common use; serving more than one Unit or any portion of the Common Areas existing for the common use; and any chute, flue, duct, wire, conduit, bearing wall, bearing column, or other structural component, that lies partially within and partially outside of the designated boundaries of a Unit, any portion thereof serving only that Unit and any portion thereof;

1.8.5

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

1.8.6

Clubhouse, community garbage bin enclosure, underground parking garage, outside parking and roads;

1.8.7

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

1.8.8

All Common Areas designated on the Map; and

1.8.9

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

1.9 Common Expenses

"Common Expenses" mean:

1.9.1

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

1.9.2

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

1.9.3

Expenses authorized by the Governing Documents or the Condominium Act as common expenses; and expenses resulting from any joint use agreements, restrictions, reservations, easements, assessments, charges, and liens applicable to the Project.

1.9.4

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

1.10 Computation of Allocated Interests

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

1.11 Condominium Act

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

1.12 Declaration

"Declaration" means this Amended and Restated Declaration, as may be amended, supplemented, or restated by Owners from time to time.

1.13 Director

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

1.14 Eligible Mortgagee

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

1.15 Governing Documents

"Governing Documents" mean the Declaration, Map, Articles, Bylaws, and Rules. The Declaration and Map create the Condominium Project and set forth certain covenants, conditions, and restrictions.

1.16 Limited Common Areas

“Limited Common Areas” means those portions of the Common Areas, as shown on the Map or designated in the Declaration, reserved for the exclusive use by a certain Unit or Units to the exclusion of the other Units. The Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit. Limited Common Areas include, without limitation:

1.16.1

Garage parking spaces, balconies or decks, and storage areas. Conveyance of a Unit includes the use of the Limited Common Area appurtenant to the Unit.

1.17 Manager

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

1.18 Map

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

1.19 Member

“Member” means an Owner.

1.20 Mortgage

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

1.21 Mortgagee

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

1.22 Nonprofit Act

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

1.23 Occupant

“Occupant” means any Person living, dwelling, visiting, or staying at the Project, except for an Owner.

1.24 Owner

“Owner” means the Person(s) who is the record holder of legal title to the fee simple interest in any Unit as reflected in the Salt Lake County Records. The term “Owner” shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such Person has acquired title pursuant to foreclosure of any arrangement or proceeding in lieu thereof.

1.25 Project

“Project” means Crescent Heights Condominiums located in Sandy City, Salt Lake County, Utah, as shown on the Map. The Project includes the land, buildings, improvements, structures, and permanent fixtures located thereon, and all easements and rights appurtenant thereto. Exhibit A contains the legal description of the Project.

1.26 Restrictions

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

1.27 Rules

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

1.28 Unit

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

1.28.1

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

1.28.2

All non-load bearing interior walls or partitions;

1.28.3

Any material constituting part of the finished surface of an interior, load-bearing, or party wall;

1.28.4

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

1.28.5

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

1.28.6

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

1.28.7

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

1.28.8

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

1.28.9

Wires, conduits, junction boxes, switches, outlets, plates, electrical panels, electrical service,

interior light fixtures (whether or not recessed), phone cable, data cable, audio-visual cable, appliances, or any other electrical wire, or apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;

1.28.10

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

1.28.11

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

2 Submission

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

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

3 Improvements

3.1 Description of Improvements

The improvements included in the Project consist of a clubhouse, landscaping, roads, fences, a community garbage bin enclosure, underground parking, and 68 Units in 5 buildings. The buildings are constructed with the following materials: wood frames with load and non-bearing walls studded with wood; floors composed of wood joists covered with plywood and lightweight concrete; wood truss roofs covered with plywood and asphalt shingles; siding; and stucco.

3.2 Description of Common Areas and Limited Common Areas

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

3.3 Description of Units

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

"Unit shown in the record of survey map for Crescent Heights appearing in the records of the Salt Lake County Recorder; as Entry No. _____, Map No. _____ as amended and supplemented, together with an undivided interest in and to the Common Areas

appertaining to said Unit as established in said Declaration and the Map. This conveyance is subject to the provisions of the Declaration, including any amendments thereto.

4 Easements

4.1 Easement for Encroachment

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

4.2 Access for Repair of Common Areas

The Association shall have the irrevocable right to access each Unit for maintenance, repair, or replacement of the Common Areas, including the Limited Common Areas. The Association's right of access shall be exercised by the Board. Except for emergency repairs, access shall be gained during reasonable hours after reasonable notice is provided under the circumstances.

4.3 Emergency Repairs

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

4.4 Right of Ingress, Egress, and Enjoyment

Each Owner has the right to ingress and egress across the Common Areas and Limited Common Areas necessary for access to his Unit. Subject to the Rules, each Owner has a right to the enjoyment of the Common Areas. The rights described in this Section are appurtenant to and shall pass with title to the Unit. Any owner may delegate the right and easement of use and enjoyment described herein to an Occupant.

4.5 Common Facilities Located Within a Unit

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

4.6 Association Easement

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

4.7 Easement for Utility Services

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

sewer, gas, telephone, electricity, data, video, and cable. The Board may contract for any of the foregoing utilities and utility services for the benefit of the Association and any such utilities or utility services shall be paid out of the Common Expense of the Association in the discretion of the Board.

4.8 Limitation on Easements

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

4.8.1

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

4.8.2

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

4.8.3

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

5 Maintenance

5.1 Common Areas

The Common Areas shall be maintained, repaired, and replaced by the Association. Garages shall be maintained, repaired, and replaced by the Association. All interior portions of the garages (including the walls and floors) and the garage doors, including its various components (motor unit, brackets, hinges, chain, openers, remotes, and so forth), and elevators shall be maintained, repaired, and replaced by the Association.

5.2 Limited Common Areas

Except as otherwise provided below, the Limited Common Areas assigned to a single Unit will be maintained, repaired, and replaced by the Owner if said work is the result of ordinary wear and tear. Owners shall keep the Limited Common Areas in a clean, well maintained, sanitary condition. All Limited Common Area maintenance, repair, and replacement work shall be reviewed and approved by the Board in advance, subject to the same standards set forth in Section 5.3 below.

5.3 Units

5.3.1

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

5.3.2

An Owner may make nonstructural alterations within the Unit. However, an Owner shall not make any structural alterations or do any exterior maintenance, repair, or replacement work, including, without limitation, the Unit's exterior doors, windows, or exterior casings.

5.3.3

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

5.3.4

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

6 Membership and Association

6.1 Association

The Association shall serve as the governing body for all Owners. The Association shall have, exercise, and perform all of the following powers, duties, and obligations: (a) the powers, duties, and obligations granted to the Association by this Declaration, the Bylaws, and the Articles; (b) the powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah; (c) the powers, duties, and obligations of a condominium association pursuant to the Act; (d) the powers, duties, and obligations not reserved specifically to the Owners; and (e) any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to the Governing Documents.

6.2 Membership

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Unit, and shall not be separated from the Unit. If title to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

6.3 Voting

6.3.1

Except as otherwise disallowed in this Declaration or the Bylaws, Owners shall be entitled to vote their Allocated Interest pertaining to the Unit owned by such Owner at any meeting of the Owners. Each Unit has an equal 1/68th voting share with other Units as shown in Exhibit B.

6.3.2

Nomination of Director(s) may be submitted in advance upon notice of voting meeting.

6.3.3

If there is more than one Owner of a Unit only one vote is permitted.

6.4 Composition and Selection of the Board

The Bylaws govern how the Board is established and selected.

6.5 Status and Authority of the Board

The Board of Directors is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The Board may adopt, amend, and enforce reasonable Rules for the regulation and operation of the Project. The Board's determination as to whether a particular activity being conducted violates the Rules shall be conclusive. The Board may levy fines or take other enforcement action allowed by law for violations of the Governing Documents. The rights and powers of the Board are governed by the Bylaws. The Board may act in all instances on behalf of the Association, except for those matters specifically reserved to the Owners.

6.6 Board Liability

To the fullest extent permitted by the Nonprofit Act, each past and present Director shall not be 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, except for such Director's own intentional or willful misconduct. Each past and present Board Member shall be entitled to indemnification to the fullest extent permitted by the Nonprofit Act. The right of any Person to be indemnified shall be subject always to the right of the Association by the Board, in lieu of such indemnity, to settle any claim, action, suit, or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

7 Use Restrictions

7.1 Use of Units

Units may be used for single-family residential use only. Exception: home businesses are allowed as long as the business does not increase traffic flow, the business activity does not involve the solicitation of other Owners, the business will not increase the cost of the Association's insurance, and there is no exterior indication of a business.

7.2 Use of Common Areas

Owners and Occupants shall not: (i) obstruct Common Areas; (ii) use Common Areas for their private use, unless approved by the Board; (iii) store anything in the Common Areas (except for parking in designated

areas as defined in 7.8 of this Declaration and the Rules); (iv) alter Common Areas; and (v) damage or commit waste to the Common Areas.

7.3 Cancellation of Insurance/Violation of Law

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

7.4 Nuisance

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

7.4.1

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

7.4.2

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

7.4.3

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

7.4.4

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

7.4.5

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

7.4.6

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

7.4.7

Maintaining any plants, animals, drugs, devices or items, instruments, equipment, machinery, fixtures or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, and unpleasant or of a nature that diminishes or destroys the enjoyment of the Project for other Owners or Occupants.

7.5 Rules

Owners and Occupants shall adhere to and comply with the Rules created by the Board.

7.6 Signs and Exterior Decor

The Association may regulate and restrict signs in the Project to the extent permitted by law in the Rules. Owners and Occupants shall obey all Rules related to signage and exterior decor in and around Common Areas, Limited Common Areas, and Units created by the Board. U.S. Flags may only be displayed in accordance with the requirements set forth in the Rules and applicable federal and state laws.

7.7 Pets

Except as provided otherwise herein, pets are prohibited everywhere throughout the Project, including, without limitation, in the Units and Common Areas. The only exceptions include: (i) legally acquired fish, so long as the aquarium does not exceed 60 gallons in volume and the resident receives prior written approval from the Board; and (ii) service or emotional support animals approved by the Board as required under fair housing laws. Any allowed service or emotional support animals shall comply with the following:

7.7.1

All animals are prohibited in the Common Areas unless they are with their owner and either leashed or caged;

7.7.2

The breeding of animals is strictly prohibited in the Project;

7.7.3

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

7.7.4

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

7.7.5

The Board may establish other Rules adding restrictions and regulations related to all animals within the Project, including service and emotional support animals, not inconsistent with the Declaration and all animals and their owners are subject to and shall abide by those Rules;

7.7.6

All animal owners shall be solely and strictly liable for the behavior and actions of their animal and shall hold the Association harmless from any and all damage, whether to a person or property, caused by their animal; fish owners shall be liable and responsible for any damage to the Common Areas, Limited Common Areas, or a Unit that is caused by their aquarium;

7.7.7

The Association shall comply with applicable FHA requirements with proper documentation and the

Board shall adopt policies and procedures necessary to ensure compliance. Any animal allowed into the Project under the FHA guidelines must otherwise, unless prohibited by law, comply with Sections 7.7.1 through 7.7.6.

7.8 Vehicles/Parking

7.8.1

Each Unit has a parking space in the underground garage assigned by the Association to be used for the parking of one vehicle. Additional parking spaces may be leased from the Association as approved by the Board. The Board may create additional parking spaces within the parking garage or other areas of the Project or reconfigure parking spaces as the Board reasonably believes to be in the best interests of the Project.

7.8.2

Other parking is subject to Association Rules established by the Board. The parking of trucks larger than 3/4-ton, trailers, recreational vehicles (for example: campers, boats, motor homes, off-road vehicles, etc.), commercial vehicles, and similar equipment is prohibited. Except for emergency repairs to enable movement to a repair facility, Owners and Occupants shall not clean, repair, or restore vehicles in the Common Areas, including the Limited Common Areas.

7.8.3

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

7.8.4

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

7.8.5

The Board may adopt additional Rules relating to the parking of vehicles within the Project.

7.9 Aerials, Antennas, and Satellite Dishes

Dish Network is the only cable/satellite company allowed, unless otherwise approved by the Board. Crescent Heights is a commercial account.

7.10 Leases

7.10.1

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

7.10.2

Only 20% of the Units may be rented at any given time.

7.10.3

The Rental Cap exceptions are:

- a) **Immediate Family Exception.** Occupancy by the immediate family members of an Owner shall be deemed as occupants by the Owner. As used in this Section, "immediate family members" means an Owner's spouse, child, parent, grandchild, grandparent, and sibling.
- b) **Grandfather Exception.** All Owners at the time this Declaration is recorded shall be exempt from the Rental Cap and may rent their Units subject to Subsection 7.10.4 through 7.10.8 ("Grandfathered Owner"). All who become Owners after the recording of this Declaration shall be subject to the Rental Cap and all other restrictions herein.
- c) **Military Deployment Exception.** The Owner or the spouse of the Owner in the military for the period of the Unit Owner's deployment.
- d) **Employment Relocation Exception.** The Owner, or the spouse of the Owner, who is relocated for employment purposes for two (2) years or less.
- e) **Trust or Entity for Estate Planning Exception.** A Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of a current resident of the Unit, or the immediate family members of the current resident of the Unit.
- f) **Entity Ownership Exception.** 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 right to profits and losses of the entity.
- f) **Hardship Exception.** Notwithstanding any of the above, an Owner may apply to the Board for a hardship waiver of any or all of the conditions of this Section upon a showing of hardship or practical difficulties arising from unforeseen events such as the death of a husband or wife or life partner of the Owner, charitable service, public service, disability, or difficulty in selling the Unit due to market conditions in the area or other similar circumstances. The Board of Directors has the discretion to approve an Owner's hardship application to temporarily "rent" the Owner's Unit. However, the Board of Directors may not approve a hardship application to "rent" a Unit under this Section for a time period of more than two (2) years.

7.10.4

A written rental agreement is required for the renting of a Unit. A copy of the rental agreement shall be delivered to the Association upon request. Prior to the commencement of the term of a rental agreement, the Owner shall provide the Association with the names, ages, phone numbers, and email addresses of all adult tenants, as well as a description of their vehicles. Owners shall inform the Association of any changes to leasing, tenant, emergency, and Occupant information within a reasonable time.

7.10.5

Any Owner who rents a Unit within the Project shall disclose in the advertisements that the Project is a 55-year age restricted community under HOPA. Any failure to disclose the 55-year age restriction shall not prevent the Association from enforcing the age restriction policies against any Owner or Occupant for non-compliance.

7.10.6

Each Owner is responsible for their tenant's compliance with the Governing Documents. Owners and tenants are jointly and severally liable to the Association for violations of the Governing Documents. No subleases or secondary leases are allowed. The Board may establish additional Rules relating to the renting of Units.

7.11 Timeshares

Timeshares and time-sharing of Units is prohibited. Under no circumstances shall any Unit be owned or used as a time period unit as defined by Chapter 19 of Title 57 of the Utah Code, as amended from time to time.

7.12 Smoking

The Project is a smoke-free facility including an e-cigarette; e-cigar; e-pipe; or any other product name or descriptor, if the function of the product meets the definition of smoking or E-cigarette in the Utah Indoor Clean Air Act, § 26-38-2 of the Utah Code. Additional definition as stated in the Utah Administrative Code, Rule 392-510, includes lighted or heated tobacco product in any form; inhaling, exhaling, burning, or heating a substance containing tobacco or nicotine intended for inhalation through a cigar, cigarette, pipe, or hookah. Smoking shall be prohibited within, upon, and near the Units, Limited Common Areas, Common Areas or on any other HOA property or any area where the proprietor or manager of the area has posted a conspicuous sign stating "no smoking at any time" as regulated by Federal and Utah law. Owners shall inform their tenants and guests about the smoking prohibition. The use or manufacturing of any illegal drug is prohibited anywhere within the Project.

7.13 Open Fires/Barbeques

Fireworks, fire pits, and open fires are prohibited throughout the Project; as well as solid fuel burning devices such as charcoal or gas grills, or wood-burning stoves or fireplaces within the Units, decks, balconies, or patios in the Common Areas and Common Areas so designated by the Board.

7.14 Firearms and Projectile Weapons

The use of knives as a weapon, firearms, air-soft guns, BB guns, pellet guns, archery equipment, or any other projectile weapon, however, powered, is prohibited. The exemption only applies to Owners or Occupants who have a Utah Concealed Carry Permit issued by Department of Public Safety: Bureau of Criminal Identification.

7.15 Unit Heating

The Owners shall heat Units to no less than fifty-degrees (50°F) at all times to prevent pipes from freezing. Center Units must have baseboard or space heaters in furnace rooms for use during winter months and need to be monitored when temperatures drop below freezing to prevent the outside furnace from becoming too cold.

7.16 Smoke Detectors

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

7.17 Floor Load

There shall be no floor load in excess of the weight for which the Unit or Limited Common Area balcony, patio, or deck was designed, unless specialized arrangements are made, and an engineering determination

of floor load capacity in the areas of the heavy use is approved in writing by the Board. This includes, without limitation, the use of waterbeds or hot tubs.

7.18 Architectural Control

No exterior changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board or any committee established by the Board 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 Board may designate the design, color, style, model, and manufacturer of any exterior improvement or alteration that is acceptable. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made, or done without the prior written approval of the Board, or any committee established by the Board. Any structural change may be denied by the Board, or the Board may require the Owner to provide an engineering report demonstrating, in the discretion of the Board, 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, ceilings, and the like.

7.19 Solar Energy Systems

Solar energy systems and attendant equipment shall be prohibited from being constructed or installed on any part of the Common Area in the Project. Notwithstanding the forgoing, if the Board elects to allow solar energy systems in the Project, then the Board may adopt Rules for the installation and ongoing maintenance of solar panels or other energy conservation equipment. Any such rules must require that the installation be an integral and harmonious part of the architectural design of the buildings. Owners shall be responsible for the costs of the installation, operation, and maintenance of each solar energy system. The Board shall assess the costs incurred by the Association related to the installation, operation, and maintenance of an energy conservation system to the requesting Owner(s) or benefitted Owner(s) in the Board's sole discretion. The costs to the Association arising under this Section shall be assessed and collected as an Individual Assessment.

7.20 Holiday Decorations

Holiday decorations may be displayed on the outside of Units within forty-five (45) days before and forty-five (45) days after the related holiday in areas designated by the Board. The Association may adopt additional Rules to regulate holiday decorations in the Project, to the extent permitted by law. Holiday decorations shall include any type of object (including, but not limited to, lights, wreaths, plants, trees, displays, inflatable items, religious iconography or symbols) relating to any national or religious holiday or used to convey a religious message, symbol, idea, identification, or for any other purpose that holiday decorations are typically understood and which are placed in, on, or outside of a Unit with the apparent purpose, in whole or in part, of making it visible to people outside of the Unit.

7.21 Age Restrictions – Housing for Older Persons

7.21.1

The Project is an age restricted community as allowed by the Housing for Older Persons Act ("HOPA"). The Project shall be managed and operated in compliance with this Section, HOPA, and the Fair Housing Act.

7.21.2

Approved Occupancy. All Units shall be occupied by at least one person 55 years of age or older ("Qualified Occupant"), except that the non-age qualified surviving spouse of a Qualified Occupant shall be permitted to remain in the Unit following the death of the Qualified Occupant spouse provided that at least eighty percent (80%) of the other occupied Units are occupied by at least one (1) Qualified Occupant. This Qualified Occupant exception expires when the non-age qualified surviving spouse remarries. No children under the age of eighteen (18) may occupy a Unit, except on a temporary basis (less than two (2) weeks per calendar quarter).

7.21.3

Verification Procedures. To ensure that the Project meets the age requirements for occupants set forth by HOPA, the Board shall create policies and procedures to verify the ages of occupants. Such verification procedures and supporting documents must be of the type that may be admissible in administrative and judicial proceedings for the purposes of such verification, such as a driver's license, birth certificate, passport, immigration card, or military identification.

7.21.4

Advertising, Marketing, And Sales. All advertising, marketing, and sales materials or displays of any kind shall reflect that the Project is intended for housing for older persons. All print ads shall substantially contain the following language: "Crescent Heights Condominiums is intended and operated for residents 55 years of age or older as defined in HOPA."

7.21.5

Sales and Rental Agreements. Any sale and/or rental agreement shall state the following: "Crescent Heights Condominiums is intended and operated for residents 55 years of age or older as defined in HOPA. In addition, rental agreements shall comply with the requirements set forth in Section 7.10 above."

8 Enforcement

8.1 Compliance

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

8.2 Remedies

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

8.2.1

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

8.2.2

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

8.2.3

To terminate access to and use of Common Area recreational facilities and terminate utilities paid out from the Common Expense as allowed and outlined by the Condominium Act and Governing Documents;

8.2.4

To suspend the voting right of any Owner who is more than sixty (60) days delinquent in the payment of any Assessment.;

8.2.5

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

8.2.6

To take any other action allowed by law.

8.3 Action by Owner

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

8.4 Hearings

The Crescent Heights Board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Governing Documents and applicable law.

8.5 Attorneys' Fees

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

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

9 Assessments

9.1 Covenant for Assessment

Each Owner, by acceptance of a deed or other instrument creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other instrument, is

deemed to covenant and agree with each other Owner and with the Association to pay to the Association such Assessments to be fixed, established, and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, late fees, collection charges, attorneys' fees, court costs, and other costs of collection as hereinafter provided shall be secured by a continuing lien upon the Unit against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, late fees, collection charges, costs, and attorney fees, shall also be the personal obligation of the Owner of such Unit at the time the Assessment becomes due secured by the interest of the Owner in the Unit.

9.1.1

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

9.1.2

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

9.1.3

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

9.1.4

Any payments made to the Association will be applied in the following order: late fees, fines, special assessment, past due Assessments, and then the current Assessment due.

9.1.5

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

9.2 Assignment of Assessments

The Association shall have the unrestricted right to assign its right to receive Assessments and other future income, either as security for obligations of the Association or otherwise, on the condition that any such assignment is approved by a majority of the votes allocated to Owners represented, in person or by proxy, at a meeting at which a quorum is present.

9.3 Annual Budget

The Board shall:

9.3.1

Adopt a proposed annual budget on or before October 1 of each calendar year for the Association for the following year.

9.3.2

Prepare and present an annual budget for the Association within thirty (30) days after adopting a proposed annual budget and set a date for the meeting of the Owners to consider ratification of the proposed annual budget (the "Annual Budget Meeting"). The date of such Annual Budget Meeting shall not be less than fourteen (14) days nor more than sixty (60) days after delivery of the summary of the proposed annual budget to the Owners. At the Annual Budget Meeting, a majority of the votes present, in person or by proxy, may reject the proposed annual budget or ratify the proposed annual budget. If the proposed budget is rejected, the annual budget last ratified by the Owners shall be deemed renewed for the next calendar year and shall remain in full force and effect until such time as the Owners ratify a subsequent annual budget proposed by the Board.

9.3.3

If the Board deems it necessary or advisable to amend an annual budget that has been ratified by the Owners under paragraph 9.3.2 above, the Board may adopt a proposed amendment to the annual budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting shall not be less than fourteen (14) days nor more than sixty (60) days after the delivery of the summary of the proposed amendment. Approval of the budget amendment requires the same vote established in 9.3.2 to ratify the annual budget.

The annual budget shall provide for:

9.3.4

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

9.3.5

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

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

9.4 Reserve Account/Reserve Analysis

The Association shall establish a reserve account to fund long-term maintenance and replacement of capital improvements. In addition, the Association will establish policies and procedures to ensure that a reserve analysis is conducted as required by the Condominium Act, §57-8-7.5, to ensure funding or long-term maintenance and replacement items or for any purpose, other than daily maintenance expense, that the Board, by resolution deems appropriate.

9.4.1

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

9.4.2

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

9.4.3

Any Reinvestment Fee collected will be deposited into the Reserve Account.

9.5 Expenditures on Capital Additions

The Association may not make any new capital additions to the Project (e.g. adding new amenities or new improvements with a useful life of more than three [3] years) which may cost more than \$10,000.00 per improvement without first obtaining approval of a majority of a quorum of Owners.

9.6 Regular Assessment

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

9.6.1

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

9.6.2

Written notice by the Board or Manager shall be sent to the Owners at least thirty (30) days in advance of the beginning of the fiscal year for which the regular Assessment will be due. Apart from the initial notice of the regular annual Assessments, the Association is not obligated to send periodic invoices for regular Assessments.

9.6.3

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

9.7 Special Assessment

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

9.8 Supplemental Assessment

If the regular Assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget pursuant to the requirements set forth in Section 9.3 above. Any supplemental Assessments shall be divided among all Owners according to their Allocated Interest.

9.9 Individual Assessment

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

9.9.1

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

9.9.2

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

9.9.3

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

9.9.4

Reinvestment fees; and

9.9.5

Any charge described as an individual Assessment by the Declaration or other Governing Document.

9.10 Apportionment of Assessments

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

9.11 Nonpayment of Assessments

Assessments not paid within 30 days after the due date established by the Board will be late and a late fee in an amount determined by the Board shall accrue each month until the Assessment, including collection costs and attorneys' fees, is paid in full.

9.12 Application of Partial Payments

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

9.13 Collection of Assessment from Tenant

If an Owner rents his Unit and fails to pay any Assessment, the Association may demand the lessees/tenants to pay the Association funds used to pay rent owed to the Owner until any Assessment owing is paid in full. (See Condominium Act § 57-8-53). Payment of these funds to the Association shall not be a violation of the rental agreement by the tenant. The Board may establish procedures for collecting these funds from tenants, which shall comply with the Condominium Act.

9.14 Lien for Assessment

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

9.14.1

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

9.14.2

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

9.15 Appointment of Trustee

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

9.16 Collection Action at Law

The Association may exercise any or all of the following remedies to collect delinquent Assessments:

9.16.1

The Association may suspend such Owner's voting rights.

9.16.2

At any time, any Assessment or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Salt Lake County against the Unit with respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorney fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except: a lien or encumbrance recorded before the original Declaration was recorded; a first security interest on the Unit secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Unit. The Association shall have all rights of foreclosure granted by the Act, both judicially and non-judicially. The Association through its duly authorized agents, may bid on the Unit at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Unit.

9.16.3

The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against an Owner without foreclosing or waiving the lien described above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

9.16.4

If the delinquent Owner is renting his Unit or any portion thereof, the Board may demand and receive from any tenant of the Owner pursuant to Section 9.13 above.

9.16.5

The Association may terminate utilities paid out of the Common Expense and the right to use the Common Areas.

9.16.6

The Association shall have any other remedy available to it whether provided in the Governing Documents, the Act, or other law or in equity.

9.17 Collection Charge

If the Association does not otherwise adopt or establish billing and collection procedures in the Rules, the following shall apply. Delinquent accounts shall be charged a twenty-five dollar (\$25.00) late fee each month until the Owner's account (including all collection charges, costs, and attorneys' fees) is paid in full. Interest shall accrue on all unpaid balances at the rate of eighteen percent (18%) per annum. Collection charges, interest, and/or late fees shall constitute part of the Assessment lien provided above until paid.

9.18 Reinvestment Fee

The Board shall have the right to establish from time to time (but shall not be required to establish) a Reinvestment Fee in accordance with this Section and Utah Code §57-1-46. If established by the Board, the following terms and conditions shall govern Reinvestment Fees: (i) upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the County recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer"), the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount to be established by the Board in the Rules, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law; the Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code § 57-1-46; and the Reinvestment Fee shall be 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 shall be treated as an Individual Assessment for collection purposes.

10. Insurance

This section is in accordance with the Condominium Act. The Board may adopt insurance rules to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners. The Association may obtain insurance that provides more or additional coverage than the insurance required by this Declaration.

10.1 Periodic Insurance Review

The Board periodically (and not less than once every three (3) years shall review the Association's insurance policies and make such adjustments to the policies' terms and conditions as the Board considers to be in the best interests of the Association.

10.2 Types of Insurance Maintained by the Association

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

10.2.1

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

10.2.2

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

10.2.3

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

10.2.4

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

10.2.5

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

10.2.6

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

10.3 Insurance Company

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

10.4 Premium as Common Expense

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

10.5 Insurance by Owner

Owners are responsible to obtain at a minimum the following types of insurance coverage.

10.5.1

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

10.5.2

Liability insurance; and

10.5.3

Insurance to cover the Master Policy deductible.

An Owner may exercise authority to obtain insurance coverage in addition to any coverage required by this subsection.

10.6 Payment of Deductible

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

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

be an individual Assessment.

10.7 Right to Adjust Claims

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

10.8 Association to Maintain Property Insurance Deductible Amount

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

10.9 Waiver of Subrogation against Owners and Association

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

11. Damage, Destruction, and Condemnation

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

11.1 Damage or Destruction

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

11.1.1

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

11.1.2

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

11.1.3

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

11.1.4

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

11.2 Damage Caused by Owner

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

11.3 Condemnation

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

12 Mortgagees

12.1 Application

This Article establishes certain standards and covenants which are for the benefit of Mortgagees.

12.2 Eligible Mortgagees

Eligible Mortgagees are entitled to notice as outlined below and may exercise any other rights extended to Mortgagees in the Governing Documents.

12.3 Notices of Action

An Eligible Mortgagee will be given timely notice of the following:

12.3.1

Any proposed amendment to the Governing Documents affecting:

12.3.1.1

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

12.3.1.2

A Unit Allocated Interest in the Common Areas; or

12.3.1.3

The calculation of Assessments or votes;

12.3.2

Any proposed termination of the Project or Declaration;

12.3.3

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

12.3.4

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

12.3.5

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

12.4 Restoration or Repair of Project

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

12.5 Consent of Eligible Mortgagee

Association action taken under 12.3.1 shall require the consent of a majority of the Eligible Mortgagees. Association action taken under 12.3.2 shall require the consent of Mortgagees as set forth in Section 13.2 below.

13 Miscellaneous

13.1 Amendment of Declaration

Owners representing sixty-seven percent (67%) or more of the Allocated Interests in the Common Areas must approve any amendment to the Declaration. However, the Board may, without Owner approval, amend the Declaration to correct misspellings, grammar, comply with changes in the loan underwriting guidelines, (if failure to comply would disqualify the Project from financing eligibility). Amendments to the Declaration may be proposed by the Board or by Owners holding at least forty (40%) of the Allocated Interests in the Association. The proposed amendment shall be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Any amendments shall be effective upon recordation with the Salt Lake County Recorder. In such instrument, an authorized member of the Board or the president shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the vote or signature of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the vote or signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature shall be required.

13.2 Termination of Declaration

Subject to any additional requirements contained in the Condominium Act, Owners representing 90% or more of the Allocated Interests must approve a termination of the Declaration. If terminating for any reason other than destruction or condemnation, all Mortgagees must also approve the termination of the Declaration. If terminating by reason of destruction or condemnation, a majority of Eligible Mortgagees must approve the termination of the Declaration.

13.3 Votes Without a Meeting

The Association may collect votes without a meeting as outlined in the Bylaws or as permitted in the Nonprofit Act.

13.4 Service of Process

The Registered Agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce, Division of Corporations and Commercial Code. If the corporate status of the Association expires, the President shall be the successor agent. The name and address of the President shall be kept with the Association's records at its principal place of business. The Board may change the name of the Registered Agent without obtaining consent of the Owners.

13.5 Nonprofit Corporate Statue

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

13.6 Taxes on Units

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

13.7 Covenants Run with the Land

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

13.8 Severability

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

13.9 Waiver

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

13.10 Gender

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

13.11 Headings

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

13.12 Conflicts

If the Declaration conflicts with the Condominium Act, the Condominium Act shall control where required. If the Declaration conflicts with the Bylaws, Rules, and Articles, the Declaration shall control.

13.13 Notices

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

13.13.1

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

13.13.2

Notices to a Mortgagee shall be delivered by first-class U.S. mail, postage prepaid, to the most recent address furnished by such Mortgagee in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Mortgagee. Any address for a Mortgagee that is found in a document recorded on the title of a Unit shall be deemed an office of the Mortgagee. Any notice so deposited in the mail shall be delivered upon deposit;

13.13.3

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

13.13.4

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

13.14 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 Unit, the Common Areas, or deviations from provision of the Governing Documents. Any such modification and accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.

13.15 Owner Liability and Indemnification

Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligence of that Owner or such Owner's family members, tenants, guests, or invitees. Each Owner, by acceptance of a deed for a Unit, agrees personally and for family members, tenants, guests and invitees to indemnify each and every other Owner, and to hold such other Owners harmless from, and to defend such Owners against, any claim of any person for personal injury or

property damage occurring within the Unit of that particular Owner, including Limited Common Area, if any, except to the extent that: (a) such injury or damage is covered by liability insurance in favor of the Association or any other Owner, or (b) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or other Owner or other Person temporarily visiting such Unit.

13.16 Attorney Fees

If the Association obtains legal counsel to enforce any of the provisions contained in this Declaration or other Governing Documents, the Association may assess (as an individual Assessment) all reasonable attorney fees, fines, and costs associated with such legal counsel to the party against whom enforcement is sought, regardless of whether a lawsuit is initiated.

13.17 Effective Date

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

Certification

CRESCENT HEIGHTS CONDOMINIUM ASSOCIATION, INC.

Steven M. Andersen
By: STEVEN M. ANDERSEN
Title: PRESIDENT

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

On this 19 day of March, 2019, personally appeared before me Steven M. Andersen, who being by me duly sworn did say that he is the President of the Crescent Heights Condominium Association, Inc.; that the foregoing document was approved by at least 2/3 of Owners and 67% of said Association's voting interests and Mortgagees; that the Board has authorized him to execute said document on its behalf; and that the foregoing information is true and accurate to the best of his knowledge.

Michael B. Miller
NOTARY PUBLIC



EXHIBIT A

PROJECT LEGAL DESCRIPTION AND UNIT PARCEL NUMBERS

Project Description

A part of the northeast quarter of Section 19, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, in Sandy City, Salt Lake County, Utah:

Beginning at a point on the west line of 700 East Street, being 59.79 feet south 0°04'20" west and 70.11 feet north 89°46'10" west from the northeast corner of said Section 19; said west line is 53.0 feet perpendicularly distant westerly from the centerline of said street; thence south 0°13'50" west 625.20 feet along said west line to a point on an existing boundary line fence; thence north 89°41'06" west 390.16 feet along said fence; thence north 0°04'20" east 645.82 feet to the southerly line of 11000 South Street; said southerly line is 40.0 feet perpendicularly distant southerly from the centerline of said 11000 South Street; thence south 89°35'40" east 371.94 feet along said southerly line; thence south 44°41'10" east 28.33 feet to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT THE NORTHWEST CORNER OF CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 1 ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND RUNNING THENCE SOUTH 89°35'40" EAST 176.75 FEET TO THE CENTER LINE OF AN EXISTING DRIVEWAY; THENCE SOUTH 5°53'59" EAST 16.63 FEET; THENCE SOUTH 18°34'05" EAST 82.12 FEET; THENCE SOUTH 0°26'07" EAST 122.04 FEET; THENCE SOUTH 0°50'56" EAST 194.72 FEET; THENCE SOUTH 1°23'26" WEST 110.43 FEET; THENCE WEST 197.40 FEET TO A POINT ON THE WEST LINE OF SAID CRESCENT HEIGHTS CONDOMINIUMS SUPPLEMENT NO. 1; THENCE NORTH 0°04'20" EAST ALONG SAID WESTERLY LINE 522.72 FEET TO THE POINT OF BEGINNING.

Unit Parcel Numbers

69 Parcels (68 Units and 1 Common Area)

28192290850000	28192290600000	28192290420000	28192290180000
28192290770000	28192290590000	28192290410000	28192290170000
28192290760000	28192290580000	28192290400000	28192290160000
28192290750000	28192290570000	28192290320000	28192290150000
28192290740000	28192290560000	28192290310000	28192290140000
28192290730000	28192290550000	28192290300000	28192290130000
28192290720000	28192290540000	28192290290000	28192290120000
28192290710000	28192290530000	28192290280000	28192290110000
28192290700000	28192290510000	28192290270000	28192290100000
28192290690000	28192290500000	28192290260000	28192290090000
28192290680000	28192290490000	28192290250000	28192290080000
28192290670000	28192290480000	28192290240000	28192290070000

28192290660000	28192290470000	28192290230000	28192290060000
28192290640000	28192290460000	28192290220000	28192290050000
28192290630000	28192290450000	28192290210000	28192290040000
28192290620000	28192290440000	28192290200000	28192290030000
28192290610000	28192290430000	28192290190000	28192290020000
			28192290010000

EXHIBIT B

Unit Allocated Interest

Each Unit has an equal 1/68th Allocated Interest in the Common Areas, is responsible for 1/68th of the Common Expenses, and has a 1/68th voting share.

Unit No.	Square Footage	Allocated Interest
A1-101	1,097	1/68
A1-102	1,218	1/68
A1-103	1,074	1/68
A1-104	1,074	1/68
A1-105	1,074	1/68
A1-106	1,074	1/68
A1-107	1,218	1/68
A1-108	1,097	1/68
A1-201	1,097	1/68
A1-202	1,218	1/68
A1-203	1,074	1/68
A1-204	1,074	1/68
A1-205	1,074	1/68
A1-206	1,074	1/68
A1-207	1,218	1/68
A1-208	1,097	1/68
A2-101	1,218	1/68
A2-102	1,097	1/68
A2-103	1,074	1/68
A2-104	1,074	1/68
A2-105	1,074	1/68
A2-106	1,074	1/68
A2-107	1,097	1/68
A2-108	1,218	1/68
A2-201	1,218	1/68
A2-202	1,097	1/68
A2-203	1,074	1/68
A2-204	1,074	1/68
A2-205	1,074	1/68
A2-206	1,074	1/68
A2-207	1,097	1/68
A2-208	1,218	1/68

B-101	1,220	1/68
B-102	1,100	1/68
B-103	1,074	1/68
B-104	1,074	1/68
B-105	1,100	1/68
B-106	1,220	1/68
B-201	1,220	1/68
B-202	1,100	1/68
B-203	1,074	1/68
B-204	1,074	1/68
B-205	1,100	1/68
B-206	1,220	1/68
C-101	1,315	1/68
C-102	1,218	1/68
C-103	1,074	1/68
C-104	1,074	1/68
C-105	1,218	1/68
C-106	1,315	1/68
C-201	1,315	1/68
C-202	1,218	1/68
C-203	1,074	1/68
C-204	1,074	1/68
C-205	1,218	1/68
C-206	1,315	1/68
D5-101	1,125	1/68
D5-102	1,224	1/68
D5-103	1,029	1/68
D5-104	1,029	1/68
D5-105	1,224	1/68
D5-106	1,125	1/68
D5-201	1,125	1/68
D5-202	1,224	1/68
D5-203	1,029	1/68
D5-204	1,029	1/68
D5-205	1,224	1/68
D5-206	1,125	1/68
Total:	77,220	

EXHIBIT C
Bylaws of
Crescent Heights Condominium Association, Inc.

1 APPLICABILITY/DEFINITIONS

1.1 Definition

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

1.2 Bylaw Applicability

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

2 ASSOCIATION

2.1 Composition

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

2.2 Annual Meeting of the Owners

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

2.2.1

Roll call and verification of quorum;

2.2.2

Approval of minutes from preceding annual meeting;

2.2.3

Report of Officers;

2.2.4

Confirm the completion of duties delegated to a managing agent;

2.2.5

Review of year end financials;

2.2.6

Review of reserve analysis;

2.2.7

Special committee reports;

2.2.8

Election of Directors if relevant;

2.2.9

Unfinished business from preceding annual meeting; and

2.2.10

New business.

2.3 Special Meetings

Special meetings of the Owners may be called by a majority of the Directors or upon petition of at least twenty percent (20%) of the Association's Allocated interest in good standing. Any written request for a special meeting by the Owners shall be delivered to the President and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within sixty (60) days of receipt of the request. No business may be transacted at a special meeting except as stated in the notice for the Special Meeting.

2.4 Place of Meeting

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

2.5 Notice of Meetings

The Board of Directors (or Manager) shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than fifteen (15) days prior to the meeting. Such notice may be sent via email, text, hand-delivery, regular mail, or as otherwise allowed by the Nonprofit Act or Condominium Act. If sent by email or text, such notice shall be deemed delivered and effective on the date transmitted to the Owner's email address or telephone number registered with the Association. If mailed, such notice shall be deemed to be delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. Each Owner shall 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, then the Unit address shall be used for notice purposes.

2.6 Conduct of Meeting

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

2.7 Quorum

At any meeting of the Owners, the presence of any Owners and holders of proxies shall constitute a quorum for the transaction of business. Once established, a quorum will be present even if Owners leave. Owners may attend a meeting telephonically, via video conference, or by any other means allowing an Owner to participate in real-time with the other Owners and Directors.

2.8 Voting

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

2.8.1

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

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

2.8.2

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

Except where a greater number is required by the Governing Documents or the Condominium Act, any decision requiring Owner consent shall be passed by majority vote of a quorum. Director candidates receiving the most votes are elected to the Board. Cumulative voting shall not be permitted. No Owner should vote on a question in which he has a direct personal or pecuniary interest not common to other Owners, except in the election of Directors.

2.9 Good Standing

An Owner shall be in good standing unless delinquent in the payment of Assessments, including late fees, interest, fines, collection costs, and attorney fees as of seventy-two (72) hours prior to the start of the meeting or action. An Owner must have paid any delinquent Assessment at least seventy-two (72) hours prior to the meeting or action.

2.10 Ballots and Proxies

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

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

A written ballot shall:

2.10.1

set forth each proposed action;

2.10.2

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

2.10.3

indicate the number of responses needed to meet quorum requirements;

2.10.4

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

2.10.5

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

2.10.6

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

2.10.7

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

Approval by written ballot shall be valid only when:

2.10.8

Owners are given at least fifteen (15) days from the day on which the notice is emailed or delivered in another manner except mailing or:

2.10.9

Owners are given at least thirty (30) days from the day on which the notice is mailed if the notice is mailed by first-class or registered mail and;

2.10.10

The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

A written ballot may not be revoked.

2.11 Record Date for Notice Purposes

The Board may set a record date, which shall not be more than sixty (60) or less than fifteen (15) days prior to the meeting, for the purposes of determining Owners entitled to notice of any meeting of the Owners or action by written ballot. The persons or entities appearing in the records of the Association on such record date as the Owner of a Unit shall be deemed to be the Owner of record entitled to notice of the meeting of the Owners. If no record date is designated, the last date on which notice of the meeting is sent shall be deemed to be the record date to determine Owners entitled to notice.

2.12 Written Consent in Lieu of Vote

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

2.13 Waiver of Irregularities

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

3 BOARD OF DIRECTORS

3.1 Number of Directors

There shall be three (3) Directors.

3.2 Selection and Term of Directors

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

3.2.1

If the Directors terms become non-staggered – the initial term of each Director shall be decided by vote of the newly elected Directors at their organization meeting.

Directors shall hold office until their successor is elected.

3.3 Transition of Duties

Upon the selection of a new Board, the outgoing Board remains in an advisory position until the fifteenth (15th) day of the first month following the election. The outgoing Board shall prepare and deliver the minutes of the election meeting for use by the incoming Board.

During this time of transition, the outgoing Board will oversee the transfer of Association records, including banking records; minutes of all meetings; supplies, etc.

3.4 Vacancies

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

3.5 Resignation and Removal of Directors

A Director may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified herein, such resignation shall take effect upon delivery.

A Director may be removed by the affirmative vote of a majority of the other Directors if he or she, in any twelve (12) month period, misses at least two (2) of the regularly scheduled Board meetings. Any Director who allows any Assessment to become past due for a period of three (3) months may be removed and replaced by the affirmative vote of a majority of the other Directors if they first send such Director a 10 (ten) day written notice and request to cure the default.

A Director may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty-one percent (51%) of the Allocated Interest of the Association.

No Director shall be liable to the Owners for any mistake in judgment, for negligence, or on other grounds, except for such Director's own intentional or willful misconduct.

3.6 Quorum and Manner of Action

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

3.7 Organization Meeting

The Directors shall hold a meeting of Directors following the Owners' Annual Meeting for the purpose of electing Officers. Notice of the organization meeting shall be given verbally at the Annual Meeting. The organization meeting shall be conducted within reasonable time following the annual meeting.

3.8 Special Meetings

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

3.9 Conduct of Meetings

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

3.10 Waiver of Meeting Notice

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

3.11 Action Without Meeting

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

3.12 Powers and Duties

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents unless such power and authority are explicitly vested with the Owners. The Board may perform any act

required or allowed by the Governing Documents, the Condominium Act, the Nonprofit Act, or any other rule of law.

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

3.12.1

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

3.12.2

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

3.12.3

Enter into contracts on behalf of the Association for the benefit of Crescent Heights, including the providing of services (including utility services like cable, data, internet, phone, etc.) to be paid out of the Common Expense;

3.12.4

Delegate authority to a Manager or other agent to act on behalf of the Association;

3.12.5

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

3.12.6

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

3.12.7

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

3.13.8

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

3.12.9

File lawsuits or initiate other legal proceedings on behalf of the Association; however, the Board shall notify Owners before commencing any lawsuit on behalf of the Association as plaintiff, except advanced notice is not required for a lawsuit initiated by the Association to collect unpaid Assessments or to enforce the Governing Documents against an Owner or Occupant;

3.12.10

Provide for the defense and settlement of lawsuits, administrative actions, and other legal proceedings against the Association;

3.12.11

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

3.12.12

Keep books and records as required by the Condominium Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;

3.12.13

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

3.12.14

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

3.12.15

Create committees;

3.12.16

Procure a loan for the benefit of the Association upon the approval of a majority of the Allocated Interests;

3.12.17

To assign and/or lease parking and storage spaces to Owners and residents;

3.12.18

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

3.12.19

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

3.13 Delegation of Duties

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

3.14 Compensation

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

3.15 Qualifications

The Directors shall be Owners, the spouse of an Owner, or a designee of a Unit owned by a trust, LLC, or other legal entity owning a Unit. No two Directors may reside in the same Unit, be the spouse of one another, or be business partners if the business is related to their ownership of a Unit. If a Director ceases

to meet any of the required qualifications, such person's membership on the Board shall automatically terminate.

3.16 Board Meetings

Board meetings shall be held monthly unless otherwise determined by unanimous consent of the active Directors. Notice and information for Board meetings shall be posted with date, time, and place. Notice shall be provided to all Owners requesting notice in the same manner as notice is provided to Directors.

Except as provided below, Board meetings shall be open to Owners or the Owner's representative if designated in writing by the Owner. The Board may close a meeting to:

- 2.5.1 consult with an attorney for the purpose of obtaining legal advice;
- 2.5.2 discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
- 2.5.3 discuss a personnel matter;
- 2.5.4 discuss a matter relating to contract negotiations, including review of a bid or proposal;
- 2.5.5 discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or
- 2.5.6 discuss a delinquent assessment or fine.

At each meeting, the Board shall provide Owner's a reasonable opportunity to offer comments. The Board may limit the time and comments to one specific time period during the meeting. If a Board meeting is held by telephone, the Association shall provide the call-in information to Owners so that they may call-in to access the meeting.

4 Officers

4.1 Election and Term of Officers

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

4.2 Removal of Officers

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

4.3 Offices

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

4.3.1 President

The President shall be the Chief Executive Officer. He shall preside at all meetings of the Association and the Board and have authority to control the order of the meeting, right to arrange for the removal of any disruptive person, and the right to impose and enforce reasonable rules and proceedings related to the meeting such as those found in "Robert's Rules of Order". He shall be an unofficial member of all committees. He shall have general and active management of

Association business. He shall see that all resolutions and policies of the Association are executed and enforced. He shall sign and ensure recording of all documents which are required by the Salt Lake County Recorder and the Utah State Department of Commerce Division of Corporations and Commercial Code.

4.3.2 Vice President

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

4.3.3 Secretary & Treasurer

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

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

4.4 Delegation of Duties

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

5. Notice

5.1 Manner of Notice

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

5.1.1

Notice to Owners may be delivered using the following methods:

5.1.1.1

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

5.1.1.2

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

5.1.1.3

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

5.1.2

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

5.1.2.1

By professional courier service or first-class U.S. Mail, postage prepaid, to the principal address of the President or the Board or to the managing agent as designated in writing to the Owners; or

5.1.2.2

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

5.1.3

An Owner may, by written demand, require the Board or the Manager to provide notice by mail.

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

5.2 Waiver of Notice

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

6 Finances

6.1 Fiscal Year

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

6.2 Availability of Financial Records

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

6.3 Financial Reports and Audits

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

7 Other Records

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

7.1 General Records

7.1.1 Meetings

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

7.1.2 Rules

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

7.1.3 Owner List

The Board of Directors shall maintain a list of Owners.

7.1.4 Retention

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

7.2 Records of Receipts and Expenditures

The Board of Directors or its designee shall keep accurate records pursuant to the Nonprofit Act and Condominium Act.

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

7.3 Records Subject to Inspection

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

7.3.1

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

7.3.2

The most recent financial statement prepared pursuant to Section 7.3 above

7.3.3

The current operating budget of the Association.

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

7.4 Records Not Subject to Inspection

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

7.4.1

Personnel matters relating to a specifically identified person or a person's medical records;

7.4.2

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

7.4.3

Communications with legal counsel that relate to matters specified herein;

7.4.4

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

7.4.5

Disclosure of information in violation of law;

7.4.6

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

7.4.7

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

7.4.8

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

7.4.9

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

8 Amendments to Bylaws

8.1 How Proposed

Amendments to these Bylaws shall be proposed by either a majority of the Board or by Owners holding at least forty percent (40%) of the Allocated Interest of the Association. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon.

8.2 Adoption

Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose. These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Owners upon the affirmative vote of at least sixty-seven percent (67%) of the Allocated Interest of the Association.

8.3 Execution and Recording

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

9 Miscellaneous

9.1 Office

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

9.2 Conflicts

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

9.3 Severability

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

9.4 Waiver

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

9.5 Headings

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

9.6 Gender, etc.

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

Certification

Crescent Heights Condominium Association, Inc.

Steven M. Andersen

By: STEVEN M. ANDERSEN

Title: PRESIDENT

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

On this 19 day of March, 2019, personally appeared before me Steven M. Andersen, who being by me duly sworn, did say that he is the President of the Crescent Heights Condominium Association, Inc.; that the foregoing document was approved by at least 67% of said Association's voting interest; that the Board has authorized him to execute said document on its behalf; and that the foregoing information is true and accurate to the best of his knowledge.



Michael B. Miller

NOTARY PUBLIC