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THIRD AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
FOR
CEDAR POINTE

A Utah Condominium Project

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**THIRD AMENDED AND RESTATED
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FOR
CEDAR POINTE**

A Utah Condominium Project

This Third Amended and Restated Declaration of Condominium for Cedar Pointe (herein this "Declaration") is made effective when recorded with the Salt Lake County Recorder's Office by the Cedar Pointe Condominium Owners Association, Inc. ("Association").

**ARTICLE I
RECITALS**

A. On or about November 29, 1971, VHS Corporation, as declarant, caused the Enabling Declaration of Victoria House Square Condominium Project (Phase No. 1) to be recorded with the Salt Lake County Recorder as Entry No. 2423531. The recording of said Enabling Declaration, together with the recording of a Survey Map on November 29, 1971, as Entry No. 2423530, submitted certain real property and all improvements thereon to the provisions of the Utah Condominium Ownership Act ("Act") as a condominium project known as "Victoria House Square Condominium Project".

B. On or about October 10, 1973, VHS Corporation caused the Amendment to Enabling Declaration of Victoria House Square Condominium Project (Phase No. 1) to be recorded with the Salt Lake County Recorder as Entry No. 2574803. Concurrent with the filing of the Amendment, VHS Corporation caused an Amended Record of Survey Map of Phase No. 1 of Victoria House Square Condominium Project to be filed with the Salt Lake County Recorder as Entry No. 2574804.

C. On or about October 10, 1973, VHS Corporation caused the Enabling Declaration of Victoria House Square Condominium Project (Phase No. 2) to be recorded in with the Salt Lake County Recorder as Entry No. 2574805. The recording of said Enabling Declaration for Phase No. 2, together with the recording of a Record of Survey Map on October 10, 1973, as Entry No. 2574806 submitted certain real property and all improvements thereon to the provisions of the Act.

D. On or about October 10, 1973, VHS Corporation caused a Notice of Completion of Victoria House Square Condominium Project (Phase No. 2) to be recorded in with the Salt Lake County Recorder as Entry No. 2574807. Said Notice of Completion recites the recording of the Enabling Declaration for both Phase No. 1 and Phase No. 2 referenced above. Said Notice of Completion further merges Phase No. 2 into Phase No. 1 such that for all purposes after the recording of said Notice of Completion the two separate Phases shall constitute a single condominium project to be known as "Victoria House Square Condominium Project."

E. On or about January 31, 1980, MRG, Inc., as declarant and owner of all of the undivided interest in the Common Areas and Facilities of Victoria House Square Condominium Project, caused to be filed with the Salt Lake County Recorder, four (4) separate instruments entitled "Amended and Restated Declaration of Condominium", each referring to one of four (4) phases of a condominium project to be known as "Trolley Village". Said Amended and Restate Declarations of Condominium amended in its entirety the Enabling Declaration of Victoria House Square Condominium Project and changed the name of the Project to Trolley Village. The recording information for each of said Amended and Restated Declarations of Condominium is as follows:

Trolley Village Phase	Entry Number	Book	Page
I	3395021	5038	638
II	3395023	5038	690
III	3395025	5038	747
IV	3395027	5038	794

In connection with the recording of each of the Amended and Restated Declarations of Condominium, MRG, Inc. also caused to be recorded with the Salt Lake County Recorder a Supplemental Record of Survey Maps relating to each of the four (4) Phase of the Trolley Village condominium project referred to above.

F. On or about January 9, 1987, the Management Committee of each of the four (4) Trolley Village Condominium Owners Association caused to be filed with the Salt Lake County Recorder, a Certification stating certain amendments to the By-Laws of each of the Trolley Village Owners Associations. The recording information for each of said Certifications is as follows:

Trolley Village Phase	Entry Number	Book	Page
I	4382275	5864	52
II	4382276	5864	54
III	4382277	5864	56
IV	4382278	5864	58

G. On or about December 31, 1982, Trolley Village Phase II Owners Association, Trolley Village Phase III Owners Association, and Trolley Village Phase IV Owners Association were involuntarily dissolved. Since that date, Trolley Village Phase I Owners Association has acted as the condominium owners association for each of the four (4) Phases of Trolley Village.

H. On or about July 27, 1987, at a duly called and noticed meeting of the Unit Owners of the Trolley Village Phase I Owners Association, more than two-thirds of the voting interests approved the recording of the Amended and Restated Declaration of Condominium for Cedar Pointe for the purpose, among others, of (a) merging and consolidating each of the four (4) Phases of Trolley Village into one (1) Project; (b) changing the name of the Project to

“Cedar Pointe”; and (c) amending and restating certain provisions of the condominium regime governing the Project.

I. Cedar Pointe Owners Association (“Association”) was the successor-in-interest to the Trolley Village Phase I Owners Association.

J. On or about December 22, 1987, the Association recorded with the Salt Lake County Recorder, as Entry No. 4566125, an Amended and Restated Declaration of Condominium for Cedar Pointe be filed for the purpose of (a) merging and consolidating each of the four (4) Phases of the Project formerly known as Trolley Village; (b) changing the name of the Project to “Cedar Pointe”; and (c) amending and restating certain provisions of the condominium regime governing the Project.

K. On or about June 14, 1991, the Association recorded with the Salt Lake County Recorder, as Entry No. 5081899, a “Corrected” Amended and Restated Declaration of Condominium for Cedar Pointe to correct the description of the land submitted with the Declaration as described in Exhibit “A” thereto and each Unit Designation, Building Number and appurtenant Percentage Interest described in Exhibit “B” thereto.

L. On April 12, 2000, the Association recorded with the Salt Lake County Recorder, as Entry No. 7616291, the Second Amended and Restated Declaration of Condominium for Cedar Pointe (“Second Declaration”), which superseded and replaced all prior declarations.

M. On April 24, 2008, the Association recorded with the Salt Lake County Recorder, as Entry No. 10408907, an Amendment to the Second Declaration.

N. The Association now desires to completely amend and restate the Second Declaration to: (1) bring the it up to date and in harmony with current laws and trends; (2) further clarify and define the rights of the Association and the Owners in and to the Project, (3) more effectively provide for a general plan for managing the Project, and (4) in furtherance of the effort to efficiently and economically provide a quality living environment and protect and enhance the value of the Project.

O. Pursuant to Article III, Section 21, the Second Declaration may be amended with the vote of at least 60% of the Association’s voting interests.

P. At least 60% of the Association’s voting interests have approved this Declaration.

Q. This Declaration (along with and subject to any future amendments) shall be the sole declaration for the Project and shall completely replace and supersede in all respects the Second Declaration and prior declarations and all supplements and amendments thereto, (whether recorded or not, properly adopted or not, or referenced in this Declaration or not), prior to the date of the recording of this Declaration.

R. This Declaration affects the real property situated in Salt Lake County, Utah, described with particularity on Exhibit “A”, which exhibit is attached hereto and incorporated in this Declaration by reference (the “Project”) and shall be binding on all parties having or acquiring any right, title, or interest to the Project or any part thereof.

S. The Bylaws of the Association attached hereto as Exhibit C supersede and replace any previous bylaws of the Association and any amendments thereto.

T. Pursuant to the amendment requirements contained in Article III, Section 21 of the Second Declaration, the undersigned hereby certifies that this Declaration was approved by Owners holding at least sixty percent (60%) of the voting power of the Association.

NOW, THEREFORE, pursuant to the Recitals set forth above and incorporated herein and subject to the covenants set forth below, the Association hereby adopts this Declaration. This Declaration, together with the Plat, Bylaws, and Rules adopted by the Association, shall define and govern the rights of the Owners and the Association related to the Project.

ARTICLE II

DEFINITIONS

- 2.1 "Act" shall mean the Utah Condominium Ownership Act, codified beginning at §57-8-1, Utah Code Annotated, as the same may be amended from time to time.
- 2.2 "Allocated Interest" shall mean the undivided interest (expressed as a percentage in this Declaration) in the Common Areas, the Common Expense liability, and the votes in the Association appurtenant to each Unit. The Allocated Interest is shown on Exhibit B.
- 2.3 "Articles" shall mean the Articles of Incorporation of the Association, as amended from time to time.
- 2.4 "Assessments" shall mean any charge imposed or levied by the Association against Units including but not limited to annual assessments, special assessments, individual assessments, and all corresponding late fees, fines, and interest, as provided in this Declaration.
- 2.5 "Association" shall refer to the Cedar Pointe Owners Association, Inc. whose membership shall include each Owner of a Unit in the Project, as required by the Act. The Association is incorporated as a Utah nonprofit corporation, which if invalidated for any reason, may be reincorporated at the discretion of the Board of Directors who may utilize such name that the Board of Directors shall select in any such reincorporation or reorganization. In case of the formation of any such entity, "Association" as used in this Declaration shall refer to that entity.
- 2.6 "Board Member" shall mean a duly qualified and elected or appointed member of the Board of Directors.
- 2.7 "Board of Directors" or "Board" shall mean the Board of Directors of the Association elected pursuant to the Bylaws and serving as the managing body of the Association. The term Board of Directors shall have the same meaning as "Management Committee" under the Act.
- 2.8 "Bylaws" shall mean the Bylaws adopted by the Association pursuant to §57-8-15 of the Act for the purpose of regulating the affairs of the Association, as the same may be amended from time to time. Bylaws currently governing the Association are located at Exhibit "C" to this Declaration.
- 2.9 "Common Areas" shall mean and refer to: (1) the land included within the Project; (2) all roofs, foundations, columns, girders, beams, supports, exterior walls and surfaces

(excluding glass surfaces), gutters, downspouts, soffit, and fascia of the buildings in the Project; (3) halls, corridors, stairs, and stairways, entrances and exits which are designed for the use of more than one Unit; (4) outdoor grounds and landscape, outdoor lighting, fences, sidewalks, parking structures and spaces, and roadways; (5) the clubhouse, exercise room, jacuzzi, and other installations or facilities existing for common use; (6) all installations of utility services within the Project such as power, light, gas, water, and sewer including all pipes, wires, conduits, or other utility lines that serve more than one Unit, including such facilities that may be located within buildings or Units; (7) any mechanical, plumbing, or other equipment, apparatus, and installations serving more than one Unit and existing for common use; and (8) everything included within the Project, excluding the individual Units, as identified on the Plat; all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use.

- 2.10 "Common Expenses" shall mean: (a) all sums lawfully assessed against Units; (b) expenses of administration, maintenance, management, operation, repair, and replacement of the Common Areas maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or the Board; (e) expenses declared common expenses by the Declaration; and (f) other miscellaneous charges incurred by the Association or the Board of Directors pursuant to the Act or Project Documents.
- 2.11 "Declaration" shall mean this Third Amended and Restated Declaration and shall include any and all amendments and supplements thereto.
- 2.12 "Insurance Trustee" shall mean any trustee with which the Association may enter into an Insurance Trust Agreement, and which shall have exclusive authority to negotiate losses under the policies of insurance in accordance with such agreement.
- 2.13 "Lender" shall mean a holder of a Mortgage on a Unit.
- 2.14 "Limited Common Areas" shall mean and refer to those portions of the Common Areas reserved for the exclusive use of certain Units, as specified herein or on the Plat. Limited Common Areas include the balconies attached to some Units, covered and uncovered parking stalls which are assigned to various Units or as more fully described on the Plat, and the Unit entry doors accessible from the hallway of the building. The use and occupancy of the Limited Common Areas shall be reserved to the applicable Units, and each applicable Unit Owner is hereby granted an irrevocable license to use and occupy the same so long as such Owner owns the Unit associated with such Limited Common Area. Conveyance of a Unit includes the use of the Limited Common Area appurtenant to the Unit.
- 2.15 "Manager" shall mean a person, persons, or entity, if any, selected by the Board of Directors to manage the affairs of the Project.
- 2.16 "Mortgage" shall mean and include both a first mortgage and a first deed of trust or other security instrument by which a Unit or any part thereof is encumbered.
- 2.16 "Occupant" shall mean any Person, including an Owner, living, dwelling, visiting, or staying in a Unit. This includes, without limitation, an Owner's lessees, tenants, family members, guests, agents, invitees, and representatives, or those of a tenant or lessee.

- 2.17 "Owner" or "Unit Owner" shall mean the Person(s) who are vested with record title of a Unit, and whose interest in the Unit is held in fee simple, according to the records of the Salt Lake County Recorder; however, Owners shall not include a Person who holds an interest in a Unit merely as security for the performance of an obligation. If a Unit is subject to an executory purchase contract, the contract purchaser shall be considered the Owner unless the seller and buyer agree otherwise, in which event they shall inform the Board in writing of such alternative arrangement.
- 2.18 "Person" shall mean a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.
- 2.19 "Plat" shall mean and refer to the Supplemental Record of Survey Map of Phase I of Trolley Village Condominium a portion of the project formerly Victoria House Square, recorded on January 31, 1980 as Entry No. 3395022; the Supplemental Record of Survey Map of Phase II of Trolley Village Condominium a portion of the project formerly Victoria House Square, recorded on January 31, 1980 as Entry No. 3395024; the Supplemental Record of Survey Map of Phase III of Trolley Village Condominium a portion of the project formerly Victoria House Square, recorded on January 31, 1980 as Entry No. 3395026; the Supplemental Record of Survey Map of Phase IV of Trolley Village Condominium a portion of the project formerly Victoria House Square, recorded on January 31, 1980 as Entry No. 3395028; the Amended Record of Survey Map of Phase No. 1 of Victoria House Square Condominium Project recorded on or about October 10, 1973, with the Salt Lake County Recorder, as Entry No. 2574804; the Record of Survey Map of Phase No. 2 of Victoria House Square Condominium Project recorded on or about October 10, 1973, with the Salt Lake County Recorder, as Entry No. 2574807; any other applicable survey maps on record with the Salt Lake County Recorder; and all future amendments or supplements to the any of the foregoing survey maps.
- 2.20 "Project" shall mean and include the real property described in Exhibit "A", together with the buildings, improvements, and permanent fixtures located thereon, and all easements and rights appurtenant thereto and shall at any point in time refer to Cedar Pointe.
- 2.21 "Project Documents" shall mean and refer collectively to the Declaration, Plat, Articles, Bylaws, and Rules.
- 2.22 "Restrictions" shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.
- 2.23 "Rules" shall mean and refer to the rules, regulations, policies, and/or resolutions adopted by the Board of Directors.
- 2.24 "Unit" shall mean and refer to a separate physical part of the Project intended for independent use, consisting of rooms or spaces located in a building. Units are shown on the Plat. Mechanical equipment, ducts, pipes, and appurtenances located within any one Unit or located without said Unit but designated and designed to serve only the Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like, shall be

considered part of the Unit. Unit includes exterior window glass; interior doors and trim; doors leading to balconies; all decorated interiors, wallboard and drywall, surfaces of interior structural walls, floors and ceilings, consisting of inter alia and as appropriate, wallpaper, paint, flooring, carpeting, and tile. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit and serving only the Unit, and any structural members or any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit. Except where the context specifically requires otherwise, reference to a Unit shall include reference to the Allocated Interest in the Common Area appurtenant to such Unit.

ARTICLE III THE CONDOMINIUM PROJECT

- 3.1 Submission. The Association hereby confirms that the Project is a condominium project pursuant to the Act and the Association hereby declares that the Project and all of the Units shall be held, conveyed, transferred, sold, mortgaged, encumbered, occupied, used, and improved subject to the Restrictions, which Restrictions shall constitute covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Association, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors, and assigns.
- 3.2 Name and Location. The Project is known as CEDAR POINTE. The Project is located in Salt Lake City, Salt Lake County, Utah. The legal description of the real property included in the Project is set forth in Exhibit "A".
- 3.3 Interpretation of Declaration and Applicability of the Act. The Association intends that the Project shall be governed by the Act, except where the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act.
- 3.4 Agent for Service of Process. The registered agent listed with the Utah State Department of Commerce, Division of Corporations and Commercial Code, shall be the person to receive service of process for the Association pursuant to §57-8-10(2)(d)(iii) of the Act, until such time as the Board of Directors duly appoints a new agent. The Board may change the registered agent at any time and without the need for Owner consent.

ARTICLE IV DESCRIPTION OF IMPROVEMENTS, ALLOCATED INTEREST, AND CONVEYANCE

- 4.1 Description of Improvements. The major improvements contained within the Project include ten (10) buildings containing 370 Units, concrete sidewalks or walkways, a jacuzzi, a clubhouse, and covered and uncovered parking stalls. The location and configuration of said improvements are shown on the Plat. The Project also contains other improvements such as outdoor lighting, landscaping, and fencing. The Plat shows certain parking spaces and the numbers of stories and the number of Units

which are included in each of the buildings included in the Project. Said buildings are composed of the following building materials: wood frame with load and non-load bearing walls studded with wood; basement walls and floors of concrete; two by four (2 x 4) stud walls; two by ten (2 x 10) floor joists; interior walls of gypsum board; and exterior roofs and walls.

- 4.3 Description and Legal Status of Units. The Plat shows each Unit, its location, and the Common Areas and Limited Common Areas to which it has access. All Units shall be capable of being independently owned, encumbered, and conveyed.
- 4.5 Allocated Interest of Each Unit. The Allocated Interests, which are appurtenant to each Unit, were previously assigned to the Units. The Allocated Interests applicable to each Unit is as set forth in Exhibit "B" attached hereto and incorporated herein by reference. A Unit Owner's Allocated Interest shall be used for all purposes, including voting and the allocation of Common Expenses in the Project.
- 4.6 Form for Unit Conveyance. Any deed, lease, mortgage, deed of trust or other instrument conveying or encumbering title to a Unit may describe the interest or estate involved substantially as follows:

Unit ____ of CEDAR POINTE, together with all improvements located thereon, as said Unit is identified in the Plat of said development recorded _____, _____ as Entry Number _____, in Book _____, at Page _____ of the official records of the Salt Lake County Recorder, State of Utah, and as identified and described in the THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR CEDAR POINTE, a Utah Condominium Project, recorded _____, _____, _____ as Entry Number _____, in Book _____, at Page _____, of the official records of the Salt Lake County Recorder, State of Utah. TOGETHER WITH an undivided interest, and a right and easement of use and enjoyment in and to the Common Area described, as provided for and in the percentage shown, in said Declaration. This conveyance is subject to the provisions of said Declaration, including any amendments thereto. The undivided interest in the Common Area conveyed hereby is subject to modification, from time to time, as provided in the Declaration for expansion of the Project.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit.

ARTICLE V

MAINTENANCE

- 5.1 Maintenance Responsibilities of Owners. Each Owner shall ensure that the interior of his/her Unit and its equipment and appurtenances are kept in good order, condition,

and repair, are safe, are in a clean and sanitary condition, and that all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit is completed. All such repairs, redecorating, and painting shall be of a quality and kind at least equal to the standards set by the Board and shall be in compliance with applicable building codes. Except as otherwise provided in this Declaration, in addition to maintaining the interior of a Unit in good repair, the Owner shall be responsible for ensuring proper maintenance, repair, and replacement of the window glass (including repairing failed window seals), doors, door locks, any heating or ventilating equipment, electrical equipment, hot water equipment, fireplaces, plumbing fixtures, lighting fixtures, or any other equipment or fixtures that may be in or used exclusively by the Unit. The Owner shall be responsible for the maintenance and repair of any utility pipe or line or system that solely services his/her Unit, and all ducts, wires, conduits, and other accessories solely used therewith. Each Owner shall be entitled to the exclusive use and possession of the Limited Common Area appurtenant to his/her Unit and shall be responsible to keep them in a clean and tidy condition. Balconies shall not be used for storage purposes and shall be maintained free from clutter and debris as further provided in the Rules. Any Unit maintenance, repair, or remodeling project involving any of the following scenarios shall require written pre-approval from the Board: (1) any use of the Common Areas for staging, storage, assembly, or construction, (2) any activity that may be a nuisance to adjoining Units, (3) any blocking of the Common Areas by vehicles, materials, or persons, and (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to the remodeling. An Owner shall be liable for any and all injury, damage, and/or liability associated with or resulting from 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 Unit Owner remodeling or maintenance work, including the establishment of an application process. All Unit and Limited Common Area maintenance and remodeling shall be subject to the architectural controls and requirements set forth in Section 10.16 of this Declaration and any applicable Rules.

- 5.2 Common Area Maintenance. Except as otherwise provided in this Article V, the Association shall provide for such maintenance, repair, replacement, and operation of the Common Areas as may be necessary to keep them clean, functional, attractive, updated, and in good condition and repair. The Association shall do all such other and further acts that the Board of Directors deems necessary to preserve and protect the Common Area and the beauty thereof, in accordance with the general purposes specified in this Declaration. If the need for maintenance, repair, or replacement is caused through the willful or negligent act of an Owner or an Occupant, the Board may cause the maintenance, repair, or replacement to be made. In such a case, the Association shall individually assess the Owner the costs of such maintenance, repair, or replacement work. While the Owners are responsible for the day-to-day repair and replacement of window glass, the Association is authorized to replace the window glass as part of a repair or replacement of the window system.
- 5.3 Limited Common Area Maintenance. All Limited Common Areas upkeep, maintenance, repairs, and replacement shall be a performed as necessary to keep

them clean, safe, up to building code standards, functional, attractive, and generally in good condition and repair as determined by the Board.

(a) **Owner Responsibility.** As provided in Section 5.1, each Unit Owner shall be responsible to keep the Limited Common Area appurtenant to his/her Unit in a clean and tidy condition. Owners shall also be responsible, except as provided in Section 5.3(b) below, to repair and replace the Limited Common Area Unit front entry door, door handle, and hardware and paint the interior portion of the door, all subject to architectural controls provided in Section 10.16. If an Owner fails to fulfill its obligations in this Article V, the Association shall inform the respective Owner of the violation and either notify the Owner that they are required to perform such work as detailed by the Board or notify the Owner that the Association will perform such work and levy the costs resulting from the work as an Individual Assessment against the respective Owner. In any event, if an Owner fails to perform the work in the timeframe required by the Board of Directors, the Association may perform the required work and individually assess the Owner the resulting costs. Without liability for trespass or otherwise, the Association is expressly permitted, subject to the notice requirements set forth in Article XVIII: (1) to inspect the Limited Common Areas even if required to enter through a Unit to access them; and (2) to perform maintenance, repair, or replacement work upon said items as provided in this Article V.

(b) **Association Responsibility.** Except as otherwise provided in this Article V and throughout the Declaration, the Association shall be responsible for the repairs and replacement of the Limited Common Areas, including the balconies and covered parking structures. The Board may elect to have the Limited Common Area front entry doors, frame, and/or trim replaced as the Board deems needed to ensure the uniformity of appearance, improve the aesthetics of the buildings, or for safety purposes, and in such event, the costs incurred by the Association as a result of this work shall be assessed to the corresponding Owner as an individual Assessment. The Association shall maintain the Unit identification signage upon and paint the exterior portion of all Limited Common Area Unit front entry doors. If the need for upkeep, maintenance, repair, or replacement of these Limited Common Areas is caused through the willful or negligent act of an Owner or an Occupant, the Board may cause the maintenance or repair to be made. In such a case, the Association shall individually assess the Owner the costs of such work.

5.4 **Board Determined Maintenance.** When the responsibility for the maintenance, repair, and replacement of property is not expressly provided in this Declaration or if the Board determines that there is some debate as to who is responsible, the Board shall decide who bears the responsibility. The Board may adopt Rules for maintenance, repair, and replacement responsibilities that are not in express conflict with this Declaration.

ARTICLE VI
MANAGEMENT

- 6.1 Organization of Association. The Association shall serve as the governing body for all Owners. The Association shall make provisions for the maintenance, repair, replacement, administration, and operation of the Common Areas, payment of Common Expenses, acquisition of hazard insurance and disposition of such hazard insurance proceeds, and other matters as provided in the Act, this Declaration, and the Bylaws. The Association shall have all rights and powers granted to it under the Act, the Project Documents, and the Utah Revised Nonprofit Corporation Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the Project Documents. Except as specifically authorized in this Declaration, the Articles, or the Bylaws, no Owner or group of Owners shall have authority to take any action on behalf of the Association or the Board of Directors.
- 6.2 Legal Organization. The Association is registered as a nonprofit corporation under the laws of the State of Utah. In the event the nonprofit corporate status expires or is invalidated in any manner, the Board of Directors, in its sole discretion, may renew and/or reincorporate the Association. Any such expiration or invalidation shall not relieve any Owner from paying Assessments and abiding by all Restrictions contained in this Declaration.
- 6.3 Membership. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner owns a Unit and such membership shall automatically terminate when the Owner ceases to own a Unit. Upon the transfer of an ownership interest in a Unit, the new Owner shall likewise succeed to such membership in the Association. 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.
- 6.4 Voting. Except as otherwise disallowed or provided in this Declaration or the Bylaws, Owners shall be entitled to vote their Allocated Interest pertaining to the Unit owned by that Owner at any meeting of the Owners. In addition, any voting among Association Owners shall be weighted according to the Allocated Interests.
- 6.5 Board of Directors. The governing body of the Association shall be the Board of Directors. The Board of Directors shall consist of five (5) individuals who shall serve for three (3) year terms. Except as otherwise provided in this Declaration or the Bylaws, the Board of Directors may act in all instances on behalf of the Association. The Board of Directors may also, as it deems appropriate, recommend amendments to the Bylaws and Declaration and adopt, amend, and repeal the Rules.
- 6.6 Qualification of Board Members. Board Members shall be at least eighteen (18) years of age. Board Members are not required to be Owners.
- 6.7 Election of Board Members. At the annual meeting, the Owner of each Unit shall be entitled to vote the Allocated Interest appurtenant to the Unit for each Board Member seat to be filled. There shall not be any cumulative or fractional voting.

- 6.8 Action by Board of Directors and Owners. Except as specifically provided herein, the Board of Directors and any individual Owner have no authority to and may not act on behalf of the Association to amend or terminate this Declaration, to elect or remove members of the Board of Directors (except as provided in the Bylaws for filling vacancies in its membership for the unexpired portion of any term for which a Board Member has resigned or been removed), or to establish or change the qualifications, powers and duties, or terms of the Board of Directors.
- 6.9 Status and General Authority of Board. Any instrument executed by the Board of Directors that recites facts which, if true, would establish the Board of Directors' power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument. The Association shall, in connection with its exercise of any of the powers delineated below, constitute a legal entity capable of dealing in its Board of Directors name. The Board of Directors shall have, and is hereby granted, the following non-exclusive list of authority and powers:
- (a) The authority to execute and record, on behalf of all Owners, any amendment to the Declaration or Plat which has been approved by the vote or consent necessary to authorize such amendment.
 - (b) The authority to sue or be sued.
 - (c) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.
 - (d) The power and authority to borrow money and pledge collateral.
 - (e) The authority to establish Association budgets and levy all Assessments needed to allow the Association to fulfill its obligations;
 - (f) The authority to promulgate such reasonable Rules, guidelines, policies, and procedures as may be necessary or desirable to aid the Board in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the Act and this Declaration.
 - (g) The authority to establish procedures for the conduct of its meetings, including, but not limited to the power to decide what portion of the meeting shall be closed for executive session, to regulate record keeping, and to allow, control, or prohibit the electronic reproduction (video or audio) of Board meetings.
 - (h) The authority to contract for discretionary utility services such as telephone, cable, and internet, and allocate the usage fees as an individual Assessment (see Section 7.6) to Unit Owners who use such services, or to allocate them as a Common Expense to all Unit Owners.
 - (i) The power and authority to delegate its responsibilities over management and control of the Common Area and regulation of the Project to a Manager, reserving the right, power, and authority however, to control and oversee the administration thereof.
 - (j) The power and authority to create advisory committees.

- (k) The power and authority to: (1) construct, erect, install, place or maintain a radio, television, cable, or satellite antenna, or other aerial, dish, transmitting device or reception structure for a master satellite, television, cable, internet, or radio system should any such master system or systems be utilized by the Association or Owners and require such fixtures; and (2) enter into an easement, lease, or license agreement or any combination thereof, with a communications company to provide space and access for communication holders for antenna facilities and related equipment in the Common Areas.
 - (l) Any powers and authority provided elsewhere in this Declaration or the Bylaws.
 - (m) The powers and authority to assign and/or lease parking stalls to Owners.
 - (n) The powers and authority to lease office space to Owners or third-parties within the clubhouse at rates deemed reasonable by the Board.
 - (o) The powers and authority to select, hire, and fire employees and/or independent contractors for the Association.
 - (p) The power and authority to perform any and all other acts on behalf of the Association that are not reserved specifically to the Owners, and to enter into any other transactions which may be reasonably necessary for the Board of Directors to perform its functions on behalf of the Owners.
- 6.10 Annual Meeting. The Association shall conduct an annual meeting as provided in the Bylaws.
- 6.11 Remedies Available to the Board of Directors. In addition to any other remedies allowed or provided in this Declaration for any violation of the Project Documents, the Board of Directors may: (1) impose and levy fines for violation of the Declaration, Bylaws, or Rules; (2) terminate an Owner's rights to receive utility services paid as a Common Expense; (3) terminate an Owner's rights to access and use recreational facilities and other Common Areas, except that access to one's Unit shall not be restricted; (4) take any other action or seek any other remedy allowed by the Act or other applicable Utah law.
- 6.12 Reserve Fund. The Association shall maintain a reserve fund for the maintenance, repair, and replacement of the Common Areas, including Limited Common Areas as applicable, the amount of which shall be determined in the discretion of the Board of Directors, or as otherwise required by the Act. Reserve funds may be collected as part of the annual Assessments. To the extent the Board of Directors deems necessary, surplus monies of the Association may be retained as additional reserves rather than refunded to the Owners or credited to future Assessments.
- 6.13 Availability of Project Documents. The Association shall maintain current copies of the Project Documents and the Association's own books, records, and financial statements (as required by the Act and further prescribed by the Bylaws) available for inspection, upon written request, at a mutually convenient time during normal business hours by any Owner or Lender (or any insurer or guarantor of a Lender). The Association may charge a fee for the preparation, photo copying, mailing, or emailing of such documents to an Owner, Lender, title company, real estate agent, or other requesting party.

- 6.14 Managing Agent. The Board of Directors may contract with or hire a Manager, including an onsite Manager, to assist the Board of Directors in the management and operation of the Project. The Board may delegate such of its powers and duties to the Manager as it deems appropriate; provided, however, that only the Board of Directors shall have the right to approve Association budgets and make Assessments. Any powers and duties delegated to any Manager may be revoked by the Board of Directors at any time, with or without cause. Any Manager must be terminable upon no more than ninety (90) days' notice and have a term not to exceed three (3) years, which may be renewed by the Board of Directors.
- 6.15 Hearing before Board of Directors. As required by the Act, the Board of Directors shall have the authority to create a reasonable hearing process applicable in case the Board or Association shall take adverse action related to any Owner.

ARTICLE VII
BUDGETS, EXPENSES, AND ASSESSMENTS

- 7.1 Annual Budget. The Board shall prepare, or cause the preparation of, and adopt an annual budget for the Association. The annual budget shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management, and operation of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect until the new annual budget is adopted.
- 7.2 Covenant to Pay Assessments/Assessment Lien. Each Owner is deemed to covenant and agree with each other Owner and with the Association to pay to the Association such Assessments 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 interest, late fees, collection charges, costs and attorneys' 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.
- (a) In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments, together with interest, costs, and reasonable attorneys' fees, if any, against the latter for his/her share of any Assessments levied by the Association up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.
- (b) A lien to secure unpaid Assessments shall not be affected, canceled, or otherwise eliminated by the sale or transfer of the Unit unless foreclosure by a higher priority encumbrance is involved, in which case the foreclosure will extinguish the lien as required by law for any Assessments that were payable before the foreclosure sale, but shall not relieve any subsequent or successor Owner from paying further Assessments or from the lien of any future Assessments.

- 7.3 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purposes of the following: promoting the safety and welfare of the Owners; effecting the management, maintenance, care, preservation, and protection of the Project; enhancing the quality of life in the Project; and maintaining and enhancing the value of the Project including, without limitation, the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area; or in furtherance of any other duty or power of the Association.
- 7.4 Annual Assessments. The Board shall fix the amount of the annual Assessment against each Unit based on the annual budget. Annual Assessments shall be made on a calendar year basis. The Board shall give written notice of each annual Assessment not less than fifteen (15) days nor more than sixty (60) days prior to the beginning of the next calendar year. Each annual Assessment shall be due and payable in monthly installments, on dates established by the Board. The Board may amend the annual budget as needed and adjust the annual Assessments accordingly. The Association shall give each Owner notice at least thirty (30) days prior to the effective date of any change in the amount of the annual Assessment.
- 7.5 Special Assessments. In addition to the annual Assessments, the Board may levy one or more "Special Assessments" for the Association in any calendar year, payable over such a 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 annual Assessments; the cost of any construction, reconstruction, remodeling, updating, or repair or replacement of the Common Areas or Limited Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Notice in writing of the amount of any Special Assessment and the time for their payment shall be given to Owners at least 30 days before payment of the Special Assessment is due. Payment shall be due on the dates and in the manner provided in the notice.
- 7.6 Individual Assessments. In addition to annual and Special Assessments authorized above, the Board may levy "Individual Assessments" against a Unit and its Owner to reimburse the Association for: (a) administrative costs and expenses incurred by the Association in enforcing or defending the Project Documents against that Unit and Owner; (b) costs associated with the maintenance, repair, or replacement of Common Areas caused by the neglect or actions of an Owner or his/her Occupants; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Project Documents or by the Board, including, without limitation, action taken to bring a Unit and its Owner into compliance with the Project Documents; (d) nonpayment of a reinvestment fee as provided in Article XI below; (e) costs and attorneys' fees incurred by the Association for any eviction action it takes on behalf of an Owner who fails to evict tenants when required by the Association under the Project Documents; and (f) attorneys' fees, court or collection costs, fines, and other charges relating thereto as provided in this Declaration.
- 7.7 Allocation of Assessments. Except as otherwise provided herein, Assessments (other than Individual Assessments) shall be imposed upon all Units according to their Allocated Interest.

- 7.8 Rules Regarding Billing and Collection Procedures. The Board of Directors may adopt Rules setting forth procedures for the purpose of levying the Assessments provided for in this Declaration and for the billing and collection of those Assessments, provided that such procedures are not inconsistent with the provisions hereof. The failure of the Association to send an invoice to an Owner shall not relieve any Owner of liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed until the Owner has been given not less than thirty (30) days written notice prior to such foreclosure, at the address of the Owner on the records of the Association, of the Assessment or installment and of the amount owing. A copy of such notice may also be provided to the Occupant(s) of the Owner if the Owner is not a resident of the Unit of the Owner.
- 7.9 Certificate of Payment. The Association shall, within ten (10) business days after written demand for payment to the Association, furnish to any Owner liable for Assessments or to the Lender or a potential Lender for such Unit, a recordable written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. A reasonable charge of \$25 (unless the Act allows for a greater amount, in which event the greater amount may be charged) may be collected by the Association for the issuance of each such certificate. Each certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- 7.10 Acceptance of Materials or Services. In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project, which benefit individual Units, and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof shall be an Individual Assessment at the discretion of the Board of Directors.
- 7.11 Application of Excess Assessments. In the event the amount assessed to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board of Directors in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners of each Unit, as the Board deems appropriate. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.
- 7.12 No Offsets. All Assessments shall be payable in the amount specified by the Association and no offsets against such amount or the withholding of any amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

ARTICLE VIII

EFFECT OF NONPAYMENT OF ASSESSMENTS AND REMEDIES

- 8.1 Due Date and Delinquency. Assessments shall be paid in a timely manner. Payments are due in advance on the first day of the month or the first day of such other period established for the payment of Assessments. Payments are delinquent if received more than five (5) days from the date that they first became due. Whenever an

Assessment is delinquent, the Board of Directors may at its option invoke any one or more or all of the sanctions granted in this Article.

- 8.2 Collection Charge. If any Assessment is delinquent, the Owner may be obligated to pay interest at the rate of eighteen percent (18%) per annum, in addition to a collection charge and/or such other late fee penalty established by the Board. Until paid, such collection charges, interest, and/or late fees shall constitute part of the Assessment lien as provided for in Article VII. Payments shall first be applied to collection charges, interest, and/or late fees and then unpaid Assessments. Late fees may be assessed each month until the delinquent Assessment is paid in full.
- 8.3 Action at Law. The Association may bring an action to recover a delinquent Assessment either personally against the Owner obligated to pay the same or by foreclosure of the Assessment lien on the Unit of the Owner. In addition, the Association's choice of one remedy shall not prejudice or constitute a waiver of the Association's right to exercise any other remedy. Any attorneys' fees and costs incurred in this effort shall be assessed against the delinquent Owner and the Owner's Unit, and reasonable attorneys' fees and court costs will thereafter be added to the amount in delinquency (plus interest, late fees, and collection charges). Each Owner vests in the Association and its successors and assigns the right and power to bring actions at law against such Owner(s), or to advance lien foreclosures against the Unit of such Owner(s), for the collection of delinquent Assessments.
- 8.4 Foreclosure Sale. Any foreclosure provided for in this Declaration may be conducted pursuant to a judicial foreclosure, nonjudicial foreclosure, or in compliance with applicable provisions relating to the foreclosure of deeds of trust or realty mortgages in the State of Utah. In any foreclosure and subsequent sale, the Owner of the affected Unit shall pay the costs and expenses of all related proceedings including a reasonable attorney's fee incurred by the Association. The Association may, through its duly authorized agents including the Board of Directors, have and exercise the power of the trustee and the power to bid on a Unit at the foreclosure or other sale thereof, and to acquire, hold, lease, rent, mortgage, and convey such Unit.
- 8.5 Trust Deed Provisions. Each Owner by accepting a deed to a Unit hereby conveys and warrants pursuant to Utah Code §57-1-20 and §57-8-45 to a duly qualified trustee (as set forth by Utah Code §57-1-21(1)(a)(i) or (iv)) appointed by the Board with power of sale, the Unit and all improvements to the Unit for the purpose of securing the payment of Assessments under the Project Documents. All notices of default and other communications material to an exercise of the power of sale shall be sent to the street address of the Owner's Unit or the last known mailing address of the Owner as shown on the books and records of the Association, if different from the street address of the Unit.
- 8.6 Suspension of Votes. The Board of Directors may suspend an Owner's right to vote on any matter at regular and special meetings of the Association for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration remains delinquent.
- 8.7 Termination of Services. If an Owner fails or refuses to pay any Assessment when due, the Board of Directors may terminate the Owner's right to receive utility services

paid as a Common Expense and access to and use of the Common Areas (except an Owner's right to access his/her Unit may not be restricted). Before limiting, restricting, or terminating any utility or other service provided by the Association or restricting access to or use of the Common Areas, the Association shall notify the Owner and give such Owner at least three (3) business days to pay the past due balance.

- 8.8 Unpaid Assessments and Future Lease Proceeds. If an Owner who is leasing a Unit fails to pay any Assessment for more than sixty (60) days after the Assessment is due, the Board of Directors may demand that the tenant pay to the Association all future lease proceeds due to the Owner beginning with the next monthly payment until the amount due is paid to the Association.

ARTICLE IX

PROPERTY RIGHTS IN COMMON AREA

- 9.1 General Easements to Common Area and Units.

(a) Subject to this Declaration and the Rules, each Owner shall have an equal right and easement of use and enjoyment in and to the Common Area. Each Owner shall have an unrestricted right of ingress or egress to and from the Owner's Unit over and across such Common Area (exclusive of the Limited Common Area unless stated otherwise). Each Owner shall also have the exclusive right to use and enjoy any Limited Common Area that may be designated for exclusive use by such Owner. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall such appurtenant rights be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, contract purchaser, Occupant, or Person who resides in such Owner's Unit.

(b) The Association, acting through the Board of Directors or its authorized agent, shall have nonexclusive easements with the right of access to each Unit, without trespass, to make inspections and to maintain, repair, replace, or effectuate the restoration of the Common Area accessible from such Unit. Such rights shall be exercised in a reasonable manner and at reasonable times with prior notification of at least 24 hours, unless emergency situations demand immediate access. The Association, acting through the Board of Directors or its authorized agent, shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under and through the Common Area for purposes necessary for the proper operation of the Project; provided, however, such rights shall be exercised in a reasonable manner and at reasonable times, with reasonable notification, unless emergency situations demand immediate access.

- 9.2 Easements for Encroachments. In the event that, by reason of the construction, reconstruction, settlement, movement, or shifting of any part of a building, any part of the Common Areas encroaches or shall hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas, as the case may be, so long as all or any

part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner in the Common Areas if such encroachment occurred due to the willful conduct of such Unit Owner occurring after the date on which this Declaration is recorded.

9.3 Utilities. Easements and rights-of-way over the Project for the installation and maintenance of electricity lines, telephone lines, cable television, internet services, water lines, gas lines, sanitary sewer lines, drainage facilities, and such other public utilities needed to serve the Project are hereby reserved to the Association, together with the right to grant and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use of the Common Area and the Units by the Owners or Occupants. The Association, through the Board, shall have the power to grant and convey, in the name of all of the Owners as their attorney-in-fact, to any other person easements and rights-of-way in, on, over or under the Common Area for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, internet, power, telephone, public sewers, storm water drains and pipes, water systems, sprinkling systems, water heating and gas lines or pipes and any similar public or quasi-public improvements or facilities, and each Owner in accepting the deed to a Unit expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through, or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to effect the same at the request of the Association. However, no such easement can be granted if it would permanently or significantly interfere with the use, occupancy, or enjoyment of any Owner of such Owner's Unit.

9.4 Limitation on Easement - Suspension of Owner's Rights. An Owner's equal right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

- (a) The right of the Association to suspend the Owner's voting right in the Association and the Owner's right to the use of any recreational facilities included in the Common Area:
 - (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 this Declaration or any Rule; and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;
- (b) The right of the Association to impose reasonable limitations on the number of guests per Owner or Occupant who at any given time are permitted to use the Common Area; and
- (c) The right of any governmental or quasi-governmental body having jurisdiction over the Property to access and to have rights of ingress and egress over and across any street, parking areas, walkway or open areas contained within the Common Area for purposes of providing police and fire protection, transporting school children, and providing other governmental or municipal services.

ARTICLE X
USE RESTRICTIONS

- 10.1 Rules and Regulations. The Board of Directors shall have authority to promulgate and enforce such Rules and procedures as may aid the Association in carrying out any of its functions or to ensure that the Project is maintained and used in a manner consistent with the Project Documents. Unit Owners and Occupants shall at all times obey the Rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being understood that such Rules shall apply and be binding upon all Owners and Occupants of the Units. The Rules may address any issues including those addressed in this Declaration and the Bylaws. The Rules may supplement, clarify, and add detail to issues otherwise addressed in this Declaration and the Bylaws so long as they do not contradict the same. The Board of Directors determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive. Violations of Rules may result in fines levied by the Board. Fines may be levied pursuant to a schedule of fines the Board adopts for the Association.
- 10.2 Occupancy Use. Except as otherwise provided in this Declaration, Units shall be occupied and used only as a private single-family residence. Occupancy shall be limited to no more than two (2) persons per bedroom plus one additional household occupant. The Common Areas shall be used for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.
- 10.3 Signs. No signs of any kind shall be displayed to the public view on or from any Unit or the Common Areas without the prior written approval of the Board of Directors. If the Board allows the sign, the Board may dictate the size, shape, design, location, text, style, and other features of the sign, as well as time periods for allowance.
- 10.4 Nuisance. No noxious or offensive activity shall be carried on or upon the Project, nor shall any activity that might be or become an annoyance or nuisance to the Owners or Occupants be permitted to interfere with their rights of quiet enjoyment, or increase the rate of any insurance or decrease the value of the Units. No Owner or Occupant shall engage in activity within the Project in violation of any Restrictions or Rules adopted by the Board, or any laws, ordinances, statutes, rules, or regulations of any local, county, state, or federal body. Any such violations shall be deemed a nuisance under this Section.
- 10.5 Temporary Structures. No structure or building of a temporary character, including a garbage container, tent, or shack, shall be placed upon the Project or used therein unless the same and its proposed use are approved by the Board of Directors.
- 10.6 External Fixtures. No external items such as, but not limited to, deck or patio furniture, television and radio antennas, satellite dishes, flags and flag poles, clotheslines, wiring, insulation, air conditioning equipment, water softening equipment, fences, awnings, ornamental screens, exterior doors, screen doors, porch or patio or balcony enclosures, sunshades, lighting fixtures, walls, windows, skylights, landscaping and planting, other than those approved by the Board of Directors, and any replacements

thereof, shall be constructed, erected, or maintained on the Project without the prior written approval of the Board of Directors or as allowed by the Rules. The Board of Directors may adopt Rules regulating the location, type, color, and design of these external fixtures.

- 10.7 Window Covers. Only curtains, drapes, shades, shutters, and blinds may be installed as window covers, and all such window covers shall be approved in advance by the Board of Directors. No window shall be covered by paint, blankets, rugs, foil, sheets, and the like. The Board of Directors may adopt Rules regulating the type, color, and design of any window coverings that can be viewed from outside of the Units.
- 10.8 Outside Speakers and Amplifiers. No radio, stereo, broadcast, or loudspeaker units shall be placed upon or outside, or be directed to the outside of any Unit without the prior written approval of the Board of Directors.
- 10.9 Repairs. No repairs of any detached machinery, equipment or fixtures, including without limitation, motor vehicles, shall be made upon the Project, except for emergency repairs.
- 10.10 Unightly Items. All rubbish, debris, or unsightly materials or objects of any kind shall be regularly removed from Units and Limited Common Areas and shall not be allowed to accumulate therein or thereon. Refuse containers and machinery and equipment not a part of the Units, shall be prohibited in any Unit unless obscured from view of adjoining Units and Common Area. Trash and garbage shall be properly disposed in accordance with the Rules applicable thereto adopted by the Board of Directors.
- 10.11 Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept anywhere in the Project, except as allowed by the Rules. The Board may establish Rules regarding pets and animals.
- 10.12 Unit Leasing. The leasing of Units is permitted. The Board may adopt Rules to regulate the leasing of Units, which may include, but are not limited to: requiring a copy of each lease to be provided to the Board, reporting of name and contact information for all adult tenants, reporting of vehicle information of the tenants, verification that credit and criminal background checks acceptable to the Board have been made for all adult tenants, and any other information deemed necessary by the Board in its sole discretion. All leases shall be for an initial term of no less than six (6) months. Daily or weekly rentals are prohibited. No Owner or tenant may lease individual rooms to separate persons or less than his or her entire Unit. All leases shall provide that the tenant is subject to and shall abide by the Project Documents. Within five (5) days after delivery of written notice of the creation of a nuisance or violation of the Project Documents by a tenant, the Owner shall proceed promptly to either abate or terminate the nuisance, cure the default, or commence eviction proceedings against the tenant(s). In the event that the Owner or Occupant fails to act accordingly after the five (5) day notice period, the Board may initiate eviction proceedings on behalf of the Owner, and through this Declaration the Owner hereby assigns the Association the authority to do so.
- 10.13 Landscape Maintenance. The Association shall have the right and duty to maintain all landscaping in the Common Area, as well as the right to alter and change any and all such landscaping. The Association shall have the right of access to all Common Area

and Limited Common Area of the Project as necessary for such landscape maintenance.

- 10.14 Commercial Use Prohibition. Except as otherwise provided by this Declaration, no business use and trade may be conducted in or from any Unit unless: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Project; (c) the business activity does not involve persons coming onto the Project who do not reside in the Project or door-to-door solicitation of residents of the Project; and (d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board of Directors. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. Furthermore, Unit Owners owning more than fifty (50) Units shall be allowed to utilize no more than one of their Units as a rental office or leasing office for Units. No other business or enterprise shall be conducted within a Unit designated as a rental or leasing office other than the rental or leasing of Units. Prior to utilizing any Unit as a rental or leasing office, the Owner thereof shall provide the Management Committee with the following information: (i) the number of the Units which will be used as a rental or leasing office; (ii) the numbers of all of the Units which will be leased or rented by the Owner; (iii) the hours and days of the week which the Unit will be operated as a rental or leasing office; and (iv) the name(s) of any resident manager(s) who will reside in the Unit designated as the rental or leasing office or in any other Unit within the Project.
- 10.15 No Subdivision of Units or Further Restrictions. No Unit shall be split, subdivided, or separated into two (2) or more Units. No subdivision plat or covenants, conditions, or restrictions shall be recorded by any Owner or other Person with respect to any Unit unless the Board of Directors has first approved the plat or the proposed covenants, conditions or restrictions, such approval to be evidenced by the Association's signature on the final recorded plat or instrument imposing the covenants, conditions or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section shall be absolutely null and void. The Board of Directors review shall be for the purpose of assuring, in the sole and absolute discretion of the Board of Directors, that the plat or covenants, conditions and restrictions are consistent and compatible with the overall plan of development of the Project. However, in no event shall the approval of the Board of Directors of any plat or covenant, condition or restriction be an abandonment or waiver of any provision of this Declaration. The provisions of this Declaration shall be and remain superior to any such plat or covenants, conditions or restrictions except to the extent they defer to the Plat.
- 10.16 Architectural Control. The following modifications (in addition to any others identified in the Rules) shall require prior advance written approval of the Board and compliance with any Rules established by the Board related thereto (which shall not be unreasonably withheld): (1) any structural repairs or alterations to a Unit; (2) any alteration to the configuration of a Unit by building or removing walls or other structures within the Unit; (3) any plumbing or in-wall electrical alterations; (4) any modifications

to any Common Areas or Limited Common Areas; (5) any alterations visible on the outside of a Unit either from the exterior of the building or from an interior Common Area hallway, (5) any alterations to any doors or windows and any related fixtures; and (6) any alterations to any ceiling heights. Any modifications requiring the prior advance written approval of the Board may, in the reasonable discretion of the Board, need to include the submission of plans and specifications for review by an architect or engineer or other professional selected by the Board with the cost for such review to be paid by the Owner. Any Unit modifications that would impair the structural integrity of the building and negatively affect other Units are prohibited. The Board may designate the design, color, style, model and manufacturer of any exterior improvement or alteration. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. When deemed reasonable and prudent by the Board, Unit (exterior and interior) construction activity, including, without limitation, renovations, remodels, and repairs, shall be performed by a contractor that is properly licensed and insured. The Board may establish other Rules or procedures in carrying out its responsibilities under this Section, including the creation of an application process, establishing completion deadlines and the hours of the day when construction activity is prohibited, and other items deemed necessary by the Board in its sole discretion.

- 10.17 Exterior Lighting. Exterior lighting fixtures and walkway and landscaping lights shall be allowed only to the extent approved by the Board of Directors.
- 10.18 Variances. The Board of Directors may, in its sole discretion, upon a showing of extenuating circumstances, grant variances from the Restrictions set forth in this Article X if the Board determines in its discretion: (a) either (i) that a Restriction would create an unreasonable hardship or burden on an Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete; and (b) that the activity permitted under the variance will not have any substantial adverse effect on other Owners or Occupants and is consistent with the high quality of life intended for residents. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then existing Board of Directors. The Board shall not have any right or authority to deviate from this Declaration except as specifically provided for in this Section. No Owner or any other person may rely upon any permission to deviate from this Declaration by anyone including any Board Member or the entire Board, unless it is reduced to writing and signed as required in this Section.
- 10.19 Hazardous Substances.
- (a) The Owners shall comply with applicable environmental laws (as defined below), and shall not cause or permit the presence, use, disposal, storage or release of any hazardous substances (as defined below), on or within the Project that are not properly controlled, safeguarded, and disposed of. The preceding two sentences shall not apply to the presence, use, or storage on the Project of small quantities of hazardous substances that are generally recognized to be appropriate to the maintenance of a Unit or the Project.

- (b) Each Owner shall indemnify, defend, and hold the Association and each and every other Owner harmless from and against any and all claims and proceedings (whether brought by private party or governmental agency) for bodily injury, property damage, abatement or remediation, environmental damage or impairment; or any other injury or damage resulting from or relating to any hazardous substances brought into the Project by the indemnifying Owner or his/her Occupants.
- (c) As used in this Section, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Section, "environmental law" means federal laws and laws of the jurisdiction where the Project is located that relate to health, safety, or environmental protection.
- 10.20 Smoke Detectors. Each Unit shall have an operable smoke detector as required by building code. The Association may, without obligation, enter a Unit, upon advanced notice of at least 24 hours, to ensure that the Unit is in compliance with this Section and Section 10.21 below.
- 10.21 Unit Heating. Owners shall heat Units to no less than fifty-degrees (50° F) at all times to prevent pipes from freezing.
- 10.22 Smoking and Illegal Drugs. Smoking is prohibited in any hallway within a building and within 25 feet of any balconies, entryways, exits, and windows of any building in the Project. Smoking is also prohibited inside Units, except for Units occupied by the Owner. Notwithstanding the foregoing sentence, smoking inside Units by Owners may be prohibited when second-hand smoke becomes a nuisance or an annoyance to adjoining Units, as determined by the Board. Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, electronic cigarette, other product containing any amount of tobacco, or other similar heated, smoldering, or lit product as determined by the Board. Notwithstanding the foregoing, the Board may restrict smoking throughout the Project at any time through Rules as it deems advisable. Owners hereby waive any right to a cause of action for nuisance against the Association and Board pursuant to Utah Code 78B-6-1101(3) (smoke and second-hand smoke) and holds the Board harmless for any damages relating to smoke. The use, manufacture, and/or selling of illegal drugs is also prohibited throughout the Project.
- 10.23 Parking. Parking spaces (covered and uncovered) are designated and assigned by the Association. Every Unit shall have at least one assigned parking space. The use and occupancy of parking spaces shall be for the parking of automobiles, motorcycles, and other wheeled vehicles as allowed by the Rules. Parking shall be further subject to and governed by Association Rules. Residents and Owners shall not use guest parking spaces for their personal vehicles without Board or Manager approval. The Board may adopt Rules relating to the size and dimensions of the vehicles parked within the Project; relating to the admission and temporary parking of vehicles within the Project; and the right to remove or cause to be removed any vehicles that are

improperly parked; the time visitor spaces may be used, if any; the levying of fines to Owners and Occupants who violate, or whose Occupants violate, such Rules; and any other parking Rules the Board deems necessary.

- 10.24 Timeshare Use. Each Owner or successor or assignee thereof is hereby prohibited from filing a subsequent declaration or other enabling document whereby any or all Units within the Project would be divided into annually recurring time periods (parts of a year), each capable of separate ownership, together with the right to use and occupy a Unit and any furnishings contained therein and to use and occupy the Limited Common Areas and Facilities during one (1) or more time periods each year. Further, each Owner or successor or assignee thereof is hereby prohibited from entering into any timeshare program whether by way of vacation licenses where a licensee or member is allowed to use a Unit within the Project for a period of time, specified or unspecified, or for a number of years or by multiple ownership of a Unit within the Project where there are more than four (4) unrelated multiple owners who have entered into a Unit for a period of time, specified or unspecified, or for a number of years.

ARTICLE XI

CHANGE IN OWNERSHIP

The Board of Directors shall maintain up-to-date records showing the name of each Owner, the address of such Owner, and the Unit which is owned by it. In the event of any transfer of an interest in a Unit, ~~within fourteen (14) days after the date of such transfer,~~ the transferee shall furnish the Board with written notice containing evidence establishing that the transfer has occurred and that the deed or contract accomplishing the transfer is of record in the office of the Salt Lake County Recorder. The written notice shall set forth the name of the transferee and the transferor, the street address of the Unit purchased or acquired by the transferee, the transferee's mailing address, the date of the sale or transfer and the name and address of the transferee's Lender, if any. The Board may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the Salt Lake County Recorder. Prior to the receipt of the written notice, all notices required or permitted to be given by the Association to the Owner shall be deemed to be duly made or given to the transferee if duly and timely made and given to the transferee's predecessor in interest. The address of an Owner shall be deemed to be the address of the Unit owned by such Owner unless the Board is otherwise advised. Except when prohibited by law, each time a Unit is transferred to a new Owner, the new Owner shall pay the Association a reinvestment fee in an amount determined by the Board pursuant to Utah Code §57-1-46. Any reinvestment fee shall not exceed the statutory maximum.

ARTICLE XII
DESTRUCTION OR DAMAGE

In the event of destruction or damage of part or all of the improvements in the Project, the procedures of this Section shall apply.

- (a) If the proceeds of the insurance maintained by the Association are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.
- (b) If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Unit Owners shall be assessed for any deficiency on the basis of their respective appurtenant percentages of the Allocated Interest, said Assessment becoming a lien on the Units as provided in the Act.
- (c) If 75% or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least 67% of the entire Allocated Interest of the Project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under subsection (b) above.
- (d) If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are not sufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after destruction or damage and by a vote of at least 67% of the entire Allocated Interest of the Project, elect to repair or reconstruct the affected improvements, the Association shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of the Act at §57-8-31, Utah Code Annotated (1963), shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.
- (e) Any reconstruction or repair which is required to be carried out by this Section shall be accomplished at the instance and direction of the Board of Directors. Any determination which is required to be made by this Section regarding the extent of damage to or destruction of the Project improvements shall be made as follows:
 - 1) The Board of Directors shall select three M.A.I. (Members of the Appraisal Institute) appraisers; each appraiser shall independently estimate the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Section shall be the median of the three estimates.

ARTICLE XIII
TAXES

It is understood that under the Act, each Unit, together with its Allocated Interest in the Common Areas in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against such Owner's Unit.

ARTICLE XIV
INSURANCE

14.1 Insurance. The Board of Directors shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

14.2 Property Insurance.

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

1) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.

2) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.

3) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

4) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the

insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Project's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

5) Each property policy that the Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available, (ii) "Building Ordinance or Law Endorsement," (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) "Equipment Breakdown," if the Project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.

(b) Owner Responsibility for Payment of Deductible. If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

1) Except as provided in Subsection (d) below, the Association's policy provides primary insurance coverage;

2) notwithstanding Subsection 1) above, and subject to Subsection 3) below:

i. the Owner is responsible for the Association's policy deductible; and

ii. the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.

3) An Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and

4) If an Owner does not pay the amount required under Subsection (b) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an individual Assessment against the Owner for that amount.

(c) Association's Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(d) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim

is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

- (e) Notice Requirement for Deductible. The Association shall provide notice to each Owner of his/her obligation under Subsection (b) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.
- (f) Flood Insurance. If any part of the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained covering the Project, or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area within the Project ("Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Board of Directors, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.
- (g) Earthquake Insurance. The Association may purchase earthquake insurance as the Board of Directors deems appropriate. If the Board of Directors elects not to purchase earthquake insurance, a vote of a majority of the Allocated Interest present at the annual meeting, with a proper quorum, may veto the decision of the Board. If the Owners at the annual meeting veto the decision to not purchase earthquake insurance, the Board of Directors shall purchase earthquake insurance within (60) days of the vote.
- (h) Right to Restore. All policies of property insurance must provide that notwithstanding any provision affording the insurer the right to elect to restore damage in lieu of cash settlement, such option shall not be exercisable without the prior written approval of the Association (or any Insurance Trustee) or when in conflict with the provisions of any insurance trust agreement to which the insurance may be a party, or any requirement of law.

- 14.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain comprehensive CGL insurance insuring the Association, the Board, the Manager, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or

membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for similar projects in location, construction, and use.

- 14.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Project's Documents, and breach of contract (if available). This policy shall, if reasonably available, include: (1) coverage for volunteers and employees, (2) coverage for monetary and non-monetary claims, (3) coverage on claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.
- 14.5 Fidelity Insurance Coverage. The Association shall obtain insurance covering the dishonest acts, theft, or embezzlement of funds by: (a) officers and Board Members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, and (c) officers, directors, and employees of any Manager of the Association. The fidelity bond or insurance must name the Association as the obligee and shall be written in an amount sufficient to provide protection which in no event shall be less than One Hundred Thousand Dollars (\$100,000). In connection with such coverage an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. All fidelity bond coverage shall be provided that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the servicer on behalf of Lenders.
- 14.6 Worker's Compensation Insurance. The Board of Directors shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.
- 14.7 Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Lender.

- 14.8 Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies as required by the Act.
- 14.9 Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and Lenders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and Lenders, as their interests remain with regard to the Units.
- 14.10 Insurance Trustee. In the discretion of the Board of Directors or upon written request executed by Owners holding at least 50% of the Allocated Interest, the Board of Directors shall hire and appoint an Insurance Trustee, with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this Article as the Owners or Board (as the case may be) shall require.
- 14.11 Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy. In addition, an insurance policy shall not be prejudiced by any failure of the Association to comply with any warranty or condition regarding any portion of the Project over which the Association has no control.
- 14.12 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.
- 14.13 Insurance Rating. All insurance policies shall be written by a company holding a financial rating of Class VI or better as designated in "Best's Insurance Reports" or the like. Each insurer must be specifically licensed to transact business within the State of Utah. Policies are unacceptable where (1) under the terms of the carrier's charter, bylaws, or policy, contributions or assessments may be made against any Lender; or (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent a Lender from collecting insurance proceeds.

- 14.14 Annual Insurance Report. Not later than sixty (60) days prior to the beginning of each fiscal year, Board of Directors may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association) setting forth the existing insurance obtained pursuant to the Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and Lenders in light of the insurance then available and the prevailing practice with respect to other similar condominium projects. The Board shall be protected in relying on the written report furnished pursuant to this Section provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report shall be made available to all Lenders and Owners upon request.
- 14.15 Owner Insurance. Any Owner may obtain additional insurance coverage at his own expense, so long as such additional insurance does not have the effect of decreasing the amount which may be realized under any policy maintained by the Board. Any Owner who individually obtains insurance covering any portion of the Project shall supply the Board with a copy of his policy within thirty (30) days after he acquires such insurance.
- 14.16 Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements required by U.C.A. §57-8-43 that became law in 2011, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to condominium associations shall apply to this Association.

ARTICLE XV
EMINENT DOMAIN

- 15.1 Total Taking of a Unit. If a Unit is taken by eminent domain, or sold under threat thereof, or if part of a Unit is taken by eminent domain, or sold under threat thereof, leaving the Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award must compensate the Owner for the Owner's Unit and Allocated Interest in the Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Area shall automatically be reallocated to the remaining Units in proportion to their respective interests immediately before the taking. Upon such a taking, the Association shall prepare, execute and record an amendment to the Declaration in compliance with the Act. Any remnant of a Unit remaining after part of a Unit is taken shall become part of the Common Area.
- 15.2 Partial Taking of a Unit. Except as provided in Section 15.1, if part of a Unit is taken by eminent domain, or sold under threat thereof, so that such Unit may still be practically and lawfully used under this Declaration, the award must compensate the Owner for the reduction in the value of the Owner's Unit and Allocated Interest in the

Common Area, regardless of whether any Common Area is taken. Upon such a taking, unless the decree otherwise provides, that Unit's Allocated Interest in the Common Area shall remain the same, but if the decree provides for a reduction of the Allocated Interest for such Unit, the reduced amount shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests immediately before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interest.

- 15.3 Taking of Limited Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Limited Common Area or portion thereof, the portion of the award attributable to the Limited Common Area so taken shall be divided among the Owners of the Units to which such Limited Common Area was allocated at the time of the acquisition.
- 15.4 Taking of Common Area. If the portion of the Project taken by eminent domain, or sold under threat thereof, is comprised of or includes any Common Area, the Board of Directors shall, as soon as practicable, cause the award attributable to the Common Area so taken to be utilized for the purpose of repairing or restoring the remaining Common Area, and the portion of the award not used for such restoration shall be divided among the Owners in proportion to their Allocated Interest in the Common Area before the taking.
- 15.5 Taking of Entire Project. In the event the Project, in its entirety, is taken by eminent domain; or sold under threat thereof, the Project is terminated and the provisions of the Act apply.
- 15.6 Priority and Power of Attorney. Nothing contained in this Article XV shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area, or any part thereof.

ARTICLE XVI

RIGHTS OF LENDERS

Notwithstanding anything to the contrary contained within this Declaration:

- 16.1 **Reserves.** An adequate reserve fund for repair, maintenance, and replacement of those elements of the Common areas that must be replaced on a periodic basis must be established and shall be funded by regular monthly payments rather than by special assessments.
- 16.2 **Unit Possession.** Any Lender which comes into possession of the Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage or deed (or assignment in lieu of foreclosure) shall be exempt from any "right of first refusal" or other provisions which may exist relating to sale or lease of the Units in the Project, and no right of first refusal shall impair the rights of any Mortgage to: (i) foreclose or take title to a Unit pursuant to the remedies provided in the Mortgage; or (ii) accept a deed (or assignment)

in lieu of foreclosure in the event of default by a mortgagor; or (iii) interfere with a subsequent sale or lease of the Unit so acquired by the Lender.

- 16.3 **Damage or Destruction.** In the event of damage to or destruction of any Unit, which loss exceeds one-thousand dollars (\$1,000) or any part of the Common Areas, which loss exceeds ten-thousand dollars (\$10,000), the institutional holder of any Mortgage on a Unit shall be entitled to timely written notice to any such damage or destruction. No Unit Owner or other party shall be entitled to priority over such institutional holder of any Mortgage with respect to the distribution to such Unit Owner of any insurance proceeds regardless of the amount of loss. Upon request of any Lender, the Association must provide a letter to said Lender wherein the Association agrees to notify the Lender or any organization it designates at the address indicated by the Lender whenever (i) damage to a Unit covered by the Lender's Mortgage exceeds one-thousand dollars (\$1,000); or (ii) damage to the Common Areas and related facilities exceeds ten-thousand dollars (\$10,000).
- 16.4 **Condemnation.** If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the institutional holder of any Mortgage of a Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition. No Unit Owner or other party shall have priority over such institutional holder regardless of the amount of the condemnation award with respect to the distribution to such Unit Owner of the proceeds of any award or settlement.
- 16.5 **Lease.** With the exception of a Lender in possession of a Unit following a default in a Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes.
- 16.6 **Assessments.** Each holder of a Mortgage lien on a Unit who obtains title to a Unit by virtue of remedies provided in the Mortgage, including, but not limited to, foreclosure of the Mortgage, or by deed of assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of unpaid charges and shall not be liable for any unpaid claims or Assessments and charges against the Unit which accrue prior to the acquisition of title of such Unit's Lender.
- 16.7 **Default.** Any holder of a Mortgage is entitled to written notification from the Board of any default by the Lender of such Unit in the performance of such Lender's obligation(s) under the Declaration which is not cured within sixty (60) days.
- 16.8 **Lien Priority.** Any lien which the Association may have on any Unit in the Project for the payment of Assessments attributable to such Unit will be subordinate to the lien or equivalent security interest of any Mortgage on the Unit recorded prior to the date any such Assessments become due.
- 16.9 **Lender Approval.** Unless sixty-seven (67%) of the institutional holders of Mortgages (based on one vote for each Mortgage owned) of Units have given their prior written approval, neither the Board, Owners, nor the Association shall:
 - (a) By act or omission, seek to abandon or terminate the Project, except in the case of substantial destruction by fire or other casualty or in the case of a taking of condemnation by eminent domain.

(b) Change the Allocated Interests or obligations of any Unit for (1) the purpose of levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or for (2) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas.

(c) Partition or subdivide any Unit or the Common Areas.

(d) Make any material amendment to the Declaration or to the Bylaws that would change the Allocated Interests, except as may be necessary incident to the expansion of the Project as provided in the Declaration.

(e) By act or omission, seek to amend, partition, subdivide, encumber, sell, abandon, or transfer the Common Areas. (The granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Areas of the Project shall not be deemed a transfer within the meaning of this subparagraph).

(f) Use hazard insurance proceeds for losses to any condominium property (whether to Units or to the Common Areas) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units and/or the Common Areas of the Project.

(g) Terminate professional management and assume self-management of the Project.

16.10 Association Books. Any institutional holder of a Mortgage (or trust deed) on a Unit in the Project will, upon request, be entitled to examine the books and records of the Project during normal business hours.

16.11 Lender Contact Information. Whenever there is a change of ownership of a Unit, the Board shall require that the new Owner furnish the Board with the name of the Lender of any Mortgage (or trust deed) affecting such Unit. The Board or Manager shall maintain a current roster of Owners and Lenders affecting Units in the Project.

16.12 Professional Management. Any agreement for professional management which may be entered into by the Board or the Association shall provide for a term not exceeding three (3) years and shall also provide that either party, with or without cause, and without payment of any termination fee, may terminate such agreement upon not in excess of ninety (90) days written notice.

ARTICLE XVII

TERMINATION

17.1 Required Vote. Except as otherwise provided in Articles XII and XV, the Project may be terminated only by unanimous agreement of Owners of all Units.

17.2 Termination Agreement. An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by unanimous consent of all Lenders with a loan secured by a Unit. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement, including all ratifications of such termination agreement, shall be recorded in the

records of the Salt Lake County Recorder and is effective only upon recordation.

- 17.3 Sale of Project. A termination agreement may provide that the entire Project shall be sold following termination. If, pursuant to such agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.
- 17.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 17.1 and 17.2 of this Declaration. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and his or her successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and his or her successors in interest remain liable for all Assessments and other obligations imposed on Owners by this Declaration.
- 17.5 Allocation of Proceeds upon Termination. Any proceeds generated by such a termination or liquidation shall be made payable to the Association, which will hold such proceeds for the benefit of the Owners and their Lenders. Owners shall share in the proceeds of such termination or liquidation in the same proportion as their Allocated Interest in the Common Area (or as otherwise provided by the Act), but in such event, the liens and provisions of all Lenders or Assessment liens encumbering Units within the Project shall extend to each applicable Owner's interest in such proceeds. The interest of an Owner in such proceeds shall not be distributed to such Owner except upon the prior payment in full of any Assessment lien or lien of a Lender encumbering such proceeds.

ARTICLE XVIII **RIGHT OF ENTRY**

The Association acting through the Board of Directors or its duly authorized agent shall have the right upon reasonable notice of at least 24 hours to enter upon or into any Unit, without trespass, as needed to review and investigate insurance claims or losses, to access property for which the Association is responsible to maintain, repair, or replace if such is more readily accessible from inside a Unit, to abate any unclean or unsanitary condition, or to fulfill its obligations. Notice shall not be necessary in case of an emergency originating in or threatening such Unit or any other part of the Project, including the sound or sight of running water in a Unit reasonably believed to be damaging property, the smell or sight of smoke in a Unit, abnormal or excessive noises; and foul smell. Owners shall also maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have. Any repair costs incurred by the Association in

addressing an emergency or abating a nuisance shall be assessed against the Owner as an individual Assessment as set forth in Section 7.6 above.

ARTICLE XIX
OBLIGATION TO COMPLY HEREWITH

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

ARTICLE XX
INDEMNIFICATION OF BOARD OF DIRECTORS

Each Board Member shall be indemnified and held harmless by the Association against all costs, expenses, and liabilities whatsoever, including, without limitation, attorneys' fees reasonably incurred by him in connection with any proceeding in which he may become involved by reason of his/her being or having been a Board Member; provided, however, the foregoing indemnification shall not apply if the loss, expense, or liability involved resulted from the willful or intentional misconduct of the Board Member.

ARTICLE XXI
CONSENT IN LIEU OF VOTE

In any case in which the Act or the Project Documents require the vote of a stated percentage of the Project's Allocated Interest for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of the Allocated Interest. The following additional provisions shall govern any application of this Section:

- (a) all necessary consents must be obtained prior to the expiration of sixty (60) days after the first consent is given by any Owner; and
- (b) any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

ARTICLE XXII
AMENDMENTS

22.1 General Amendment Requirements. Except as otherwise provided herein, this Declaration and/or the Plat may be amended only upon the affirmative vote of at least sixty percent (60%) of the Allocated Interest of the Association. Amendments to the Declaration shall be proposed by either a majority of the

Board of Directors 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. Any amendment(s) shall be effective upon recordation in the office of the recorder of Salt Lake County, State of Utah. In such instrument the Board of Directors shall certify that the vote required by this Section for amendment has occurred. If a Unit is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgment of any signature shall be required.

- 22.2 Lender Approval for Association Amendment or Action. Assuming a Lender has given notice as provided in Section 16.1 above, if a Lender's consent is a condition for amending this Declaration or the Bylaws, or for any other action, such Lender's consent is presumed if:
- (a) Written request of the proposed amendment or action is sent by certified or registered mail to the Lender's address listed with the Association;
 - (b) Sixty (60) days have passed after the day on which notice was mailed; and
 - (c) The Association has not received a written response from the Lender consenting to or refusing to accept the amendment or action.

ARTICLE XXIII

GENERAL PROVISIONS

- 23.1 Enforcement. The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Restrictions and other provisions now or hereafter imposed by this Declaration, including the right to prevent the violation of any such Restrictions, and the right to recover damages and other sums for such violation. The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws and the Rules.
- 23.2 No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.
- 23.3 Cumulative Remedies. All rights, options, and remedies of the Association, the Owners or the Lenders under this Declaration are cumulative, and no one of them shall be exclusive of any other, and the Association, the Owners and the Lenders shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law, whether or not stated in this Declaration.
- 23.4 Severability. Invalidation of any one or a portion of the Restrictions or provisions set forth in this Declaration or in the Bylaws or the Rules by judgment or court

order shall in no way affect any other Restrictions or provisions contained herein or therein, which shall remain in full force and effect.

- 23.5 Covenants to Run with the Land. The Restrictions and other provisions of this Declaration shall run with and bind the Project as equitable servitudes and also as covenants running with the land and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, and successors. By acquiring any interest in a Unit, such Owner consents to, and agrees to be bound by, each and every provision of this Declaration.
- 23.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential condominium community and for the maintenance of the Project. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to Articles and Section numbers, unless otherwise expressly provided, are to the Articles and Sections of this Declaration.
- 23.7 Gender and Number. Whenever the context of this Declaration requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.
- 23.8 Attorneys' Fees. If the Association obtains legal counsel to enforce or defend any of the provisions or requirements of the Project Documents, or for a purpose the Board reasonably believes will involve litigation, the Association may assess its reasonable attorneys' fees and costs to the party against whom enforcement is sought or against the party making the request or demand, regardless of whether a lawsuit is ultimately initiated or not when reasonably certain that the Association would prevail in the outcome. In the event litigation is pursued under the terms of the Project Documents, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.
- 23.9 Notices. Any notice to be given to an Owner or Lender under the provisions of this Declaration shall be in writing and shall be delivered as follows:
- (a) Notice to an Owner shall be delivered personally; by email; by text message; by posting notice on an official Association website (if any); placed in the first-class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Unit or posted on the front door of the Unit; or as otherwise allowed by the Act or other applicable laws. Any notice so deposited in the mail shall be deemed delivered when deposited in the United States mail. Any notice delivered by email or text message shall be deemed delivered when sent. 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.

- (b) Notice to a Lender shall be delivered by first class United States mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender. Any address for a Lender that is found on a document recorded on the title of a Unit shall be deemed an office of the Lender. Any notice so deposited in the mail shall be deemed delivered upon deposit.
- (c) 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 Owners, or to any Lender or Lenders, in any manner that this Section 23.9 allows, shall be deemed conclusive proof of such mailing or delivery.
- 23.10 Effect of Declaration. This Declaration is made for the purposes set forth in the recitals in this Declaration and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any of the provisions of this Declaration, the Bylaws or the Rules are determined to be unenforceable in whole or in part or under certain circumstances.
- 23.11 Nonliability of Officials. To the fullest extent permitted by law, neither the Board of Directors nor any officer of the Association shall be liable to any Owner or the Association for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error, or negligence if such Board Member or officer acted in good faith within the scope of such person's duties.
- 23.12 Conflicting Provisions. In the case of any conflict between this Declaration and the Bylaws, or the Rules, this Declaration shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control, and this Declaration shall be deemed modified accordingly. Notwithstanding the above, this Declaration shall be deemed modified only to the extent necessary to come into compliance with the Act.
- 23.13 Security. The Association shall in no way be considered an insurer or guarantor of security within or relating to the Project, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. Owner or Occupant agree by purchasing a Unit in this Association that Association, and the Board of Directors, are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Units, the Common Area, and to the contents of improvements located thereon to the extent not insured by the Association pursuant to Article XIV above. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION AND THE

BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE PROJECT.

IN WITNESS WHEREOF, the Association has executed this instrument the day and year set forth below.

CEDAR POINTE CONDOMINIUM OWNERS ASSOCIATION, INC.

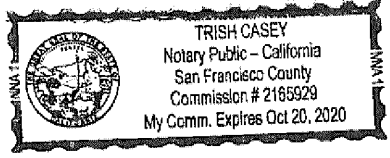
By: Robert Lawler
Its: President

~~State of _____)
):ss
County of _____)
On this _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that he is the President of Cedar Pointe Owners Association, Inc.; that said instrument was signed by him/her on behalf of said Association; and that the foregoing information is true and accurate to the best of his/her knowledge.

NOTARY PUBLIC~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco
Subscribed and sworn to (or affirmed) before me on this 20th day of February, 2020, by Robert Lawler,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
Signature Trish Casey, Notary Public (Seal)



EXHIBIT"A" - Project Legal Description

Cedar Pointe Condominium Project

(Land Submitted to the Act)

The following described parcel of real property situated in Salt Lake County, State of Utah:

PHASE I (Parcel 16-07-211-001)

BEGINNING at a point N 0°02'16" W 495.00 feet from the Southwest Corner of Block 8, Plat B, Salt Lake City Survey, and running thence N 89°57'50" E 16.50 feet; thence N 0°02'16" W 19.50 feet; thence N 89°57'50" E 28.0 feet; thence S 0°02'16" E 19.50 feet; thence N 89°57'50" E 379.20 feet; thence S 0°02'16" E 149.95 feet; thence N 89°57'50" E 40.0 feet; thence S 0°02'16" E 18.0 feet; thence N 89°57'50" E 45.60 feet; thence N 0°02'16" W 167.95 feet; thence N 89°57'50" E 59.5 feet; thence S 0°02'16" E 31.0 feet; thence N 89°57'50" E 90.75 feet; thence S 0°02'16" E 340.25 feet; thence S 89°57'50" W 131.50 feet; thence S 0°02'16" E 41.25 feet; thence N 89°57'50" E 49.0 feet; thence S 0°02'16" E 82.50 feet; thence S 89°57'50" W 60.40 feet; thence N 0°02'16" W 93.42 feet; thence S 89°57'50" W 116.20 feet; thence N 0°02'16" W 30.60 feet; thence S 89°57'50" W 24.10 feet; thence N 0°02'16" W 64.50 feet; thence N 89°57'50" E 2.40 feet; thence N 0°02'16" W 32.90 feet; thence S 89°57'50" W 162.00 feet; thence N 0°01'16" W 88.00 feet; thence S 89°57'50" W 45.20 feet; thence N 0°02'16" W 141.08 feet to a point of a 15.0 foot radius curve to the left; thence Northwesterly along the arc of said curve 23.56 feet; thence S 89°57'50" W 94.40 feet; thence S 0°02'16" E 18.0 feet; thence S 89°57'50" W 46.0 feet; thence N 0°02'16" W 18.0 feet; thence S 89°57'50" W 16.60 feet; thence N 0°02'16" W 29.50 feet to the point of beginning. Contains 3.583 acres.

Subject to and together with a 25.0 foot right of way easement 12.50 feet on each side of the following described centerlines (3).

(1) Beginning at a point on the West line of Block 8, said point being N 0°02'16" W 482.50 feet from the Southwest corner of said Block 8, and running thence N 89°57'50" E 476.50 feet; thence S 0°02'16" E 357.98 feet; thence S 89°57'50" W 292.00 feet; thence N 0°02'16" W 345.48 feet to a point North 470.12 feet and East 184.19 feet from the said Southwest corner of Block 8.

(2) Beginning at a point N 0°02'16" W 188.52 feet and N 89°57'50" E 197.00 feet from the Southwest corner of said Block 8 and running thence N 89°57'50" E 267.00 feet to a point North 188.81 feet and East 463.88 feet from the said Southwest corner of Block 8.

(3) Beginning at a point N 0°02'16" W 201.02 feet and N 89°57'50" E 411.45 feet from the Southwest corner of said Block 8, and running thence N 0°02'16" W 268.98 feet to a point which is North 470.26 feet and East 411.14 feet from said Southwest corner of Block 8.

Subject to a right of way over and across the following described tract: Beginning at a point S 0°02'16" E 212.50 feet from the Northeast Corner Block 8, Plat B, Salt Lake City Survey and running thence S 89°57'50" W 90.75 feet; thence N 0°02'16" W 16.50 feet; thence N 89°57'50" E 90.75 feet; thence S 0°02'16" E 16.50 feet to the point of beginning.

PHASE II (Parcel 16-07-212-001)

BEGINNING at a point N 0°12'16" W 495.00 feet from the Southwest Corner, Block 8, Plat B, Salt Lake City Survey, and running thence N 0°02'16" W 86.50 feet; thence S 0°02'16" E 77.75 feet; thence N 89°57'50" E 40.00 feet; thence N 0°02'16" W 77.75 feet; thence N 89°57'50" E 145.75 feet; thence S 0°02'16" E 81.00 feet; thence N 89°57'50" E 57.25 feet; thence N 0°02'16" W 81.00 feet; thence N

89°57'50" E 137.75; thence S 0°02'16" E 165.00 feet; thence N 89°57'50" E 42.05 feet; thence S 0°02'16" E 167.95 feet; thence S 89°57'50" W 45.60 feet; thence N 0°02'16" W 18.00 feet; thence S 89°57'50" W 40.00 feet; thence N 0°02'16" W 149.95 feet; thence S 89°57'50" W 379.20 feet; thence N 0°02'16" W 19.50 feet; thence S 89°57'50" W 28.00 feet; thence S 0°02'16" E 19.50 feet; thence S 89°57'50" W 16.50 feet to the point of beginning. Contains 1.893 acres.

Together with and subject to a 25.0 foot right of way easement 12.50 feet on each side of the following described center lines. (3)

(1) Beginning at a point on the West line of Block 8, Plat B, Salt Lake City Survey said point being N 0°02'16" W 482.50 feet from the Southwest corner of said Block 8 and running thence N 89°57'50" E 476.50 feet; thence S 0°02'16" E 357.98 feet; thence S 89°57'50" W 292.00 feet; thence N 0°02'16" W 345.48 feet to a point North 470.12 feet and East 184.19 feet from the southwest corner of said Block 8.

(2) Beginning at a point which is N 0°02'16" W 188.52 feet and N 89°57'50" E 197.00 feet from the Southwest Corner of Block 8, Plat "B," Salt Lake City survey and running thence N 89°57'50" E 267.00 feet to a point north 188.81 feet and east 463.88 feet from said Southwest Corner.

(3) Beginning at a point which is N 0°02'16" W 201.02 feet and N 89°57'50" E 411.45 feet from the Southwest corner of Block 8, Plat B, Salt Lake City Survey and running thence N 0°02'16" W 268.98 feet to a point which is north 470.26 feet and east 411.14 feet from said Southwest corner.

PHASE III (Parcel 16-07-213-001)

BEGINNING at a point N 0°02'16" W 82.50 feet from the Southwest Corner of Block 8, Plat B, Salt Lake City Survey, and running thence N 0°02'16" W 383.00 feet; thence N 89°57'50" E 16.60 feet; thence S 0°02'16" E 18.00 feet; thence N 89°57'50" E 46.00 feet; thence N 0°02'16" W 18.00 feet; thence N 89°57'50" E 94.40 feet to a point on a 15.0 foot radius curve to the right, thence Easterly along the arc of said curve 23.56 feet; thence S 0°02'16" E 141.08 feet; thence N 89°57'50" E 45.20 feet; thence S 0°02'16" E 88.0 feet; thence N 89°57'50" E 90.00 feet; thence S 0°02'16" E 32.90 feet; thence S 89°57'50" W 110.30 feet; thence S 0°02'16" E 106.02 feet; thence S 89°57'50" W 196.90 feet to the point of beginning. Contains 1.743 acres.

Subject to and together with a 25.0 foot Right of Way Easement, 12.50 feet on each side of the following described center lines (3)

(1) Beginning at a point on the west line of said Block 8, said point being N 0°02'16" W 482.50 feet from the Southwest corner of said Block 8, and running thence N 89°57'50" E 476.50 feet; thence S 0°02'16" E 357.98 feet; thence S 89°57'50" W 292.00 feet; thence N 0°02'16" W 345.48 feet to a point North 470.12 feet and East 184.19 feet from the said Southwest corner of Block 8.

(2) Beginning at a point N 0°02'16" W 188.52 feet and N 89°57'50" E 197.00 feet from the Southwest corner of said Block 8, and running thence N 89°57'50" E 267.00 feet to a point North 188.81 feet and East 463.88 feet from the said Southwest corner of Block 8.

(3) Beginning at a point N 0°02'16" W 201.02 feet and N 89°57'50" E 411.45 feet from the Southwest corner of said Block 8, and running thence N 0°02'16" W 268.98 feet to a point which is North 470.26 feet and East 411.14 feet from said Southwest corner of Block 8.

PHASE IV (Parcel 16-07-214-001)

BEGINNING at a point N 89°57'50" E 274.50 feet from the Southwest Corner of Block 8, Plat B, Salt Lake City Survey and running thence N 0°02'16" West 82.50 feet; thence S 89°57'50" W 77.60 feet; thence

N 0°02'16" W 106.02 feet; thence N 89°57'50" E 110.30 feet; thence N 0°02'16" W 32.90 feet; thence N 89°57'50" E 72.00 feet; thence S 0°02'16" E 32.90 feet; thence S 89°57'50" W 2.40 feet; thence S 0°02'16" E 64.50 feet; thence N 89°57'50" E 24.10 feet; thence S 0°02'16" E 30.60 feet; thence N 89°57'50" E 116.20 feet; thence S 0°02'16" E 93.42 feet; thence S 89°57'50" W 242.60 feet to the point of beginning. Contains 1.004 acres.

Together with and subject to a 25.0 foot right of Way easement 12.50 feet on each side of the following described center lines (3)

(1) Beginning at a point on the west line of Block 8, Plat B, Salt Lake City Survey said point being N 0°02'16" W 482.50 feet from the Southwest Corner of said Block 8 and running thence N 89°57'50" E 476.50 feet; thence S 0°02'16" E 357.98 feet; thence S 89°57'50" W 292.00 feet; thence N 0°02'16" W 345.48 feet to a point North 470.12 feet and East 184.19 feet from the Southwest corner of said Block 8.

(2) Beginning at a point which is N 0°02'16" W 188.52 feet and N 89°57'50" E 197.00 feet from the Southwest corner of Block 8, Plat B, Salt Lake City Survey and running thence N 89°57'50" E 267.00 feet to a point North 188.81 feet and East 463.88 feet from said Southwest corner.

(3) Beginning at a point which is N 0°02'16" W 201.02 feet and N 89°57'50" E 411.45 feet from the Southwest Corner of Block 8, Plat B, Salt Lake City Survey and running thence N 0°02'16" W 268.98 feet to a point North 470.26 feet and East 411.14 feet from said Southwest corner.

EXHIBIT"B" - Unit Parcel Numbers and Allocated Interests in Common Areas

Cedar Pointe Condominium Project
370 Units + 4 Common Area Parcels
Unit Numbers and Allocated Interests

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
A101	2	A	A1A	16-07-212-002	0.2658
A102	2	A	A2A	16-07-212-003	0.2303
A103	2	A	A3A	16-07-212-004	0.2303
A104	2	A	A4A	16-07-212-005	0.2303
A105	2	A	A5A	16-07-212-006	0.2303
A106	2	A	A6A	16-07-212-007	0.2658
A107	2	A	A7A	16-07-212-008	0.2658
A108	2	A	A8A	16-07-212-009	0.2303
A109	2	A	A9A	16-07-212-010	0.2303
A110	2	A	A10A	16-07-212-011	0.2303
A111	2	A	A11A	16-07-212-012	0.2215
A112	2	A	A12A	16-07-212-013	0.2658
A201	2	A	A1B	16-07-212-014	0.2746
A202	2	A	A2B	16-07-212-015	0.2392
A203	2	A	A3B	16-07-212-016	0.2392
A204	2	A	A4B	16-07-212-017	0.2392
A205	2	A	A5B	16-07-212-018	0.2392
A206	2	A	A6B	16-07-212-019	0.2746
A207	2	A	A7B	16-07-212-020	0.2746
A208	2	A	A8B	16-07-212-021	0.2392
A209	2	A	A9B	16-07-212-022	0.2392
A210	2	A	A10B	16-07-212-023	0.2392
A211	2	A	A11B	16-07-212-024	0.2392
A212	2	A	A12B	16-07-212-025	0.2746
A301	2	A	A1C	16-07-212-026	0.2835
A302	2	A	A2C	16-07-212-027	0.2481
A303	2	A	A3C	16-07-212-028	0.2481
A304	2	A	A4C	16-07-212-029	0.2481
A305	2	A	A5C	16-07-212-030	0.2481
A306	2	A	A6C	16-07-212-031	0.2835
A307	2	A	A7C	16-07-212-032	0.2835

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
A308	2	A	A8C	16-07-212-033	0.2481
A309	2	A	A9C	16-07-212-034	0.2481
A310	2	A	A10C	16-07-212-035	0.2481
A311	2	A	A11C	16-07-212-036	0.2481
A312	2	A	A12C	16-07-212-037	0.2835
B101	3	B	B1A	16-07-213-002	0.2658
B102	3	B	B2A	16-07-213-003	0.2303
B103	3	B	B3A	16-07-213-004	0.2303
B104	3	B	B4A	16-07-213-005	0.2303
B105	3	B	B5A	16-07-213-006	0.2215
B106	3	B	B6A	16-07-213-007	0.2658
B107	3	B	B7A	16-07-213-008	0.2658
B108	3	B	B8A	16-07-213-009	0.2303
B109	3	B	B9A	16-07-213-010	0.2303
B110	3	B	B10A	16-07-213-011	0.2303
B111	3	B	B11A	16-07-213-012	0.2303
B112	3	B	B12A	16-07-213-013	0.2658
B201	3	B	B1B	16-07-213-014	0.2746
B202	3	B	B2B	16-07-213-015	0.2392
B203	3	B	B3B	16-07-213-016	0.2392
B204	3	B	B4B	16-07-213-017	0.2392
B205	3	B	B5B	16-07-213-018	0.2392
B206	3	B	B6B	16-07-213-019	0.2746
B207	3	B	B7B	16-07-213-020	0.2746
B208	3	B	B8B	16-07-213-021	0.2392
B209	3	B	B9B	16-07-213-022	0.2392
B210	3	B	B10B	16-07-213-023	0.2392
B211	3	B	B11B	16-07-213-024	0.2392
B212	3	B	B12B	16-07-213-025	0.2746
B301	3	B	B1C	16-07-213-026	0.2835
B302	3	B	B2C	16-07-213-027	0.2481
B303	3	B	B3C	16-07-213-028	0.2481
B304	3	B	B4C	16-07-213-029	0.2481
B305	3	B	B5C	16-07-213-030	0.2481
B306	3	B	B6C	16-07-213-031	0.2835
B307	3	B	B7C	16-07-213-032	0.2835

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
B308	3	B	B8C	16-07-213-033	0.2481
B309	3	B	B9C	16-07-213-034	0.2481
B310	3	B	B10C	16-07-213-035	0.2481
B311	3	B	B11C	16-07-213-036	0.2481
B312	3	B	B12C	16-07-213-037	0.2835
C101	3	C	C1A	16-07-213-038	0.2658
C102	3	C	C2A	16-07-213-039	0.2303
C103	3	C	C3A	16-07-213-040	0.2303
C104	3	C	C4A	16-07-213-041	0.2303
C105	3	C	C5A	16-07-213-042	0.2215
C106	3	C	C6A	16-07-213-043	0.2658
C107	3	C	C7A	16-07-213-044	0.2658
C108	3	C	C8A	16-07-213-045	0.2303
C109	3	C	C9A	16-07-213-046	0.2303
C110	3	C	C10A	16-07-213-047	0.2303
C111	3	C	C11A	16-07-213-048	0.2303
C112	3	C	C12A	16-07-213-049	0.2658
C201	3	C	C1B	16-07-213-050	0.2746
C202	3	C	C2B	16-07-213-051	0.2392
C203	3	C	C3B	16-07-213-052	0.2392
C204	3	C	C4B	16-07-213-053	0.2392
C205	3	C	C5B	16-07-213-054	0.2392
C206	3	C	C6B	16-07-213-055	0.2746
C207	3	C	C7B	16-07-213-056	0.2746
C208	3	C	C8B	16-07-213-057	0.2392
C209	3	C	C9B	16-07-213-058	0.2392
C210	3	C	C10B	16-07-213-059	0.2392
C211	3	C	C11B	16-07-213-060	0.2392
C212	3	C	C12B	16-07-213-061	0.2746
C301	3	C	C1C	16-07-213-062	0.2835
C302	3	C	C2C	16-07-213-063	0.2481
C303	3	C	C3C	16-07-213-064	0.2481
C304	3	C	C4C	16-07-213-065	0.2481
C305	3	C	C5C	16-07-213-066	0.2481
C306	3	C	C6C	16-07-213-067	0.2835
C307	3	C	C7C	16-07-213-068	0.2835

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
C308	3	C	C8C	16-07-213-069	0.2481
C309	3	C	C9C	16-07-213-070	0.2481
C310	3	C	C10C	16-07-213-071	0.2481
C311	3	C	C11C	16-07-213-072	0.2481
C312	3	C	C12C	16-07-213-073	0.2835
D101	3	D	D1A	16-07-213-074	0.2658
D102	3	D	D2A	16-07-213-075	0.2303
D103	3	D	D3A	16-07-213-076	0.2303
D104	3	D	D4A	16-07-213-077	0.2303
D105	3	D	D5A	16-07-213-078	0.2215
D106	3	D	D6A	16-07-213-079	0.2658
D107	3	D	D7A	16-07-213-080	0.2658
D108	3	D	D8A	16-07-213-081	0.2303
D109	3	D	D9A	16-07-213-082	0.2303
D110	3	D	D10A	16-07-213-083	0.2303
D111	3	D	D11A	16-07-213-084	0.2303
D112	3	D	D12A	16-07-213-085	0.2658
D201	3	D	D1B	16-07-213-086	0.2746
D202	3	D	D2B	16-07-213-087	0.2392
D203	3	D	D3B	16-07-213-088	0.2392
D204	3	D	D4B	16-07-213-089	0.2392
D205	3	D	D5B	16-07-213-090	0.2392
D206	3	D	D6B	16-07-213-091	0.2746
D207	3	D	D7B	16-07-213-092	0.2746
D208	3	D	D8B	16-07-213-093	0.2392
D209	3	D	D9B	16-07-213-094	0.2392
D210	3	D	D10B	16-07-213-095	0.2392
D211	3	D	D11B	16-07-213-096	0.2392
D212	3	D	D12B	16-07-213-097	0.2746
D301	3	D	D1C	16-07-213-098	0.2835
D302	3	D	D2C	16-07-213-099	0.2481
D303	3	D	D3C	16-07-213-100	0.2481
D304	3	D	D4C	16-07-213-101	0.2481
D305	3	D	D5C	16-07-213-102	0.2481
D306	3	D	D6C	16-07-213-103	0.2835
D307	3	D	D7C	16-07-213-104	0.2835

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
D308	3	D	D8C	16-07-213-105	0.2481
D309	3	D	D9C	16-07-213-106	0.2481
D310	3	D	D10C	16-07-213-107	0.2481
D311	3	D	D11C	16-07-213-108	0.2481
D312	3	D	D12C	16-07-213-109	0.2835
E101	4	E	E1A	16-07-214-002	0.3544
E102	4	E	E2A	16-07-214-003	0.3100
E103	4	E	E3A	16-07-214-004	0.3100
E104	4	E	E4A	16-07-214-005	0.3100
E105	4	E	E5A	16-07-214-006	0.3100
E106	4	E	E6A	16-07-214-007	0.3100
E107	4	E	E7A	16-07-214-008	0.3100
E108	4	E	E8A	16-07-214-009	0.3544
E109	4	E	E9A	16-07-214-010	0.3366
E110	4	E	E10A	16-07-214-011	0.2923
E111	4	E	E11A	16-07-214-012	0.2923
E112	4	E	E12A	16-07-214-013	0.2923
E113	4	E	E13A	16-07-214-014	0.2303
E114	4	E	E14A	16-07-214-015	0.2923
E115	4	E	E15A	16-07-214-016	0.2923
E116	4	E	E16A	16-07-214-017	0.3366
E201	4	E	E1B	16-07-214-018	0.3721
E202	4	E	E2B	16-07-214-019	0.3189
E203	4	E	E3B	16-07-214-020	0.3189
E204	4	E	E4B	16-07-214-021	0.3189
E205	4	E	E5B	16-07-214-022	0.3189
E206	4	E	E6B	16-07-214-023	0.3189
E207	4	E	E7B	16-07-214-024	0.3189
E208	4	E	E8B	16-07-214-025	0.3721
E209	4	E	E9B	16-07-214-026	0.3632
E210	4	E	E10B	16-07-214-027	0.3012
E211	4	E	E11B	16-07-214-028	0.3012
E212	4	E	E12B	16-07-214-029	0.3012
E213	4	E	E13B	16-07-214-030	0.3012
E214	4	E	E14B	16-07-214-031	0.3012
E215	4	E	E15B	16-07-214-032	0.3012

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
E216	4	E	E16B	16-07-214-033	0.3632
E301	4	E	E1C	16-07-214-034	0.3898
E302	4	E	E2C	16-07-214-035	0.3278
E303	4	E	E3C	16-07-214-036	0.3278
E304	4	E	E4C	16-07-214-037	0.3278
E305	4	E	E5C	16-07-214-038	0.3278
E306	4	E	E6C	16-07-214-039	0.3278
E307	4	E	E7C	16-07-214-040	0.3278
E308	4	E	E8C	16-07-214-041	0.3898
E309	4	E	E9C	16-07-214-042	0.3721
E310	4	E	E10C	16-07-214-043	0.3100
E311	4	E	E11C	16-07-214-044	0.3100
E312	4	E	E12C	16-07-214-045	0.3100
E313	4	E	E13C	16-07-214-046	0.3100
E314	4	E	E14C	16-07-214-047	0.3100
E315	4	E	E15C	16-07-214-048	0.3100
E316	4	E	E16C	16-07-214-049	0.3721
G101	1	G	G1A	16-07-211-002	0.2658
G102	1	G	G2A	16-07-211-003	0.2303
G103	1	G	G3A	16-07-211-004	0.2303
G104	1	G	G4A	16-07-211-005	0.2303
G105	1	G	G5A	16-07-211-006	0.2303
G106	1	G	G6A	16-07-211-007	0.2658
G107	1	G	G7A	16-07-211-008	0.2658
G108	1	G	G8A	16-07-211-009	0.2303
G109	1	G	G9A	16-07-211-010	0.2303
G110	1	G	G10A	16-07-211-011	0.2303
G111	1	G	G11A	16-07-211-012	0.2215
G112	1	G	G12A	16-07-211-013	0.2658
G201	1	G	G1B	16-07-211-014	0.2746
G202	1	G	G2B	16-07-211-015	0.2392
G203	1	G	G3B	16-07-211-016	0.2392
G204	1	G	G4B	16-07-211-017	0.2392
G205	1	G	G5B	16-07-211-018	0.2392
G206	1	G	G6B	16-07-211-019	0.2746
G207	1	G	G7B	16-07-211-020	0.2746

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
G208	1	G	G8B	16-07-211-021	0.2392
G209	1	G	G9B	16-07-211-022	0.2392
G210	1	G	G10B	16-07-211-023	0.2392
G211	1	G	G11B	16-07-211-024	0.2392
G212	1	G	G12B	16-07-211-025	0.2746
G301	1	G	G1C	16-07-211-026	0.2835
G302	1	G	G2C	16-07-211-027	0.2481
G303	1	G	G3C	16-07-211-028	0.2481
G304	1	G	G4C	16-07-211-029	0.2481
G305	1	G	G5C	16-07-211-030	0.2481
G306	1	G	G6C	16-07-211-031	0.2835
G307	1	G	G7C	16-07-211-032	0.2835
G308	1	G	G8C	16-07-211-033	0.2481
G309	1	G	G9C	16-07-211-034	0.2481
G310	1	G	G10C	16-07-211-035	0.2481
G311	1	G	G11C	16-07-211-036	0.2481
G312	1	G	G12C	16-07-211-037	0.2835
H101	1	H	H1A	16-07-211-038	0.2658
H102	1	H	H2A	16-07-211-039	0.2303
H103	1	H	H3A	16-07-211-040	0.2303
H104	1	H	H4A	16-07-211-041	0.2303
H105	1	H	H5A	16-07-211-042	0.2303
H106	1	H	H6A	16-07-211-043	0.2658
H107	1	H	H7A	16-07-211-044	0.2658
H108	1	H	H8A	16-07-211-045	0.2303
H109	1	H	H9A	16-07-211-046	0.2303
H110	1	H	H10A	16-07-211-047	0.2303
H111	1	H	H11A	16-07-211-048	0.2215
H112	1	H	H12A	16-07-211-049	0.2658
H201	1	H	H1B	16-07-211-050	0.2746
H202	1	H	H2B	16-07-211-051	0.2392
H203	1	H	H3B	16-07-211-052	0.2392
H204	1	H	H4B	16-07-211-053	0.2392
H205	1	H	H5B	16-07-211-054	0.2392
H206	1	H	H6B	16-07-211-055	0.2746
H207	1	H	H7B	16-07-211-056	0.2746

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
H208	1	H	H8B	16-07-211-057	0.2392
H209	1	H	H9B	16-07-211-058	0.2392
H210	1	H	H10B	16-07-211-059	0.2392
H211	1	H	H11B	16-07-211-060	0.2392
H212	1	H	H12B	16-07-211-061	0.2746
H301	1	H	H1C	16-07-211-062	0.2835
H302	1	H	H2C	16-07-211-063	0.2481
H303	1	H	H3C	16-07-211-064	0.2481
H304	1	H	H4C	16-07-211-065	0.2481
H305	1	H	H5C	16-07-211-066	0.2481
H306	1	H	H6C	16-07-211-067	0.2835
H307	1	H	H7C	16-07-211-068	0.2835
H308	1	H	H8C	16-07-211-069	0.2481
H309	1	H	H9C	16-07-211-070	0.2481
H310	1	H	H10C	16-07-211-071	0.2481
H311	1	H	H11C	16-07-211-072	0.2481
H312	1	H	H12C	16-07-211-073	0.2835
J101	1	J	J1A	16-07-211-074	0.2658
J102	1	J	J2A	16-07-211-075	0.2303
J103	1	J	J3A	16-07-211-076	0.2303
J104	1	J	J4A	16-07-211-077	0.2303
J105	1	J	J5A	16-07-211-078	0.2303
J106	1	J	J6A	16-07-211-079	0.2658
J107	1	J	J7A	16-07-211-080	0.2658
J108	1	J	J8A	16-07-211-081	0.2303
J109	1	J	J9A	16-07-211-082	0.2303
J110	1	J	J10A	16-07-211-083	0.2303
J111	1	J	J11A	16-07-211-084	0.2215
J112	1	J	J12A	16-07-211-085	0.2658
J201	1	J	J1B	16-07-211-086	0.2746
J202	1	J	J2B	16-07-211-087	0.2392
J203	1	J	J3B	16-07-211-088	0.2392
J204	1	J	J4B	16-07-211-089	0.2392
J205	1	J	J5B	16-07-211-090	0.2392
J206	1	J	J6B	16-07-211-091	0.2746
J207	1	J	J7B	16-07-211-092	0.2746

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
J208	1	J	J8B	16-07-211-093	0.2392
J209	1	J	J9B	16-07-211-094	0.2392
J210	1	J	J10B	16-07-211-095	0.2392
J211	1	J	J11B	16-07-211-096	0.2392
J212	1	J	J12B	16-07-211-097	0.2746
J301	1	J	J1C	16-07-211-098	0.2835
J302	1	J	J2C	16-07-211-099	0.2481
J303	1	J	J3C	16-07-211-100	0.2481
J304	1	J	J4C	16-07-211-101	0.2481
J305	1	J	J5C	16-07-211-102	0.2481
J306	1	J	J6C	16-07-211-103	0.2835
J307	1	J	J7C	16-07-211-104	0.2835
J308	1	J	J8C	16-07-211-105	0.2481
J309	1	J	J9C	16-07-211-106	0.2481
J310	1	J	J10C	16-07-211-107	0.2481
J311	1	J	J11C	16-07-211-108	0.2481
J312	1	J	J12C	16-07-211-109	0.2835
K101	2	K	K1A	16-04-212-038	0.3544
K102	2	K	K2A	16-04-212-039	0.2568
K103	2	K	K3A	16-04-212-040	0.2568
K104	2	K	K4A	16-04-212-041	0.2568
K105	2	K	K5A	16-04-212-042	0.3544
K106	2	K	K6A	16-04-212-043	0.3012
K107	2	K	K7A	16-04-212-044	0.3012
K108	2	K	K8A	16-04-212-045	0.3544
K109	2	K	K9A	16-04-212-046	0.3544
K110	2	K	K10A	16-04-212-047	0.2481
K111	2	K	K11A	16-04-212-048	0.3100
K112	2	K	K12A	16-04-212-049	0.2392
K113	2	K	K13A	16-04-212-050	0.3544
K201	2	K	K1B	16-04-212-051	0.3632
K202	2	K	K2B	16-04-212-052	0.2658
K203	2	K	K3B	16-04-212-053	0.2658
K204	2	K	K4B	16-04-212-054	0.2658
K205	2	K	K5B	16-04-212-055	0.3632
K206	2	K	K6B	16-04-212-056	0.3100

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
K207	2	K	K7B	16-04-212-057	0.3100
K208	2	K	K8B	16-04-212-058	0.3632
K209	2	K	K9B	16-04-212-059	0.3632
K210	2	K	K10B	16-04-212-060	0.2568
K211	2	K	K11B	16-04-212-061	0.3190
K212	2	K	K12B	16-04-212-062	0.2481
K213	2	K	K13B	16-04-212-063	0.3632
K301	2	K	K1C	16-04-212-064	0.3721
K302	2	K	K2C	16-04-212-065	0.2746
K303	2	K	K3C	16-04-212-066	0.2746
K304	2	K	K4C	16-04-212-067	0.2746
K305	2	K	K5C	16-04-212-068	0.3721
K306	2	K	K6C	16-04-212-069	0.3189
K307	2	K	K7C	16-04-212-070	0.3189
K308	2	K	K8C	16-04-212-071	0.3721
K309	2	K	K9C	16-04-212-072	0.3721
K310	2	K	K10C	16-04-212-073	0.2658
K311	2	K	K11C	16-04-212-074	0.5316
K312	2	K	K12C	16-04-212-075	0.4606
K313	2	K	K13C	16-04-212-076	0.2568
K314	2	K	K14C	16-04-212-077	0.3721
L101	2	L	L1A	16-04-212-078	0.2746
L102	2	L	L2A	16-04-212-079	0.2746
L103	2	L	L3A	16-04-212-080	0.2923
L104	2	L	L4A	16-04-212-081	0.2392
L105	2	L	L5A	16-04-212-082	0.2923
L106	2	L	L6A	16-04-212-083	0.2746
L107	2	L	L7A	16-04-212-084	0.2746
L108	2	L	L8A	16-04-212-085	0.2923
L109	2	L	L9A	16-04-212-086	0.2303
L110	2	L	L10A	16-04-212-087	0.2923
L201	2	L	L1B	16-04-212-088	0.2835
L202	2	L	L2B	16-04-212-089	0.2835
L203	2	L	L3B	16-04-212-090	0.3012
L204	2	L	L4B	16-04-212-091	0.2481
L205	2	L	L5B	16-04-212-092	0.3012

Current Unit Number	Phase Number	Building Number	Unit Designation	Parcel Number	Allocated Interest
L206	2	L	L6B	16-04-212-093	0.2835
L207	2	L	L7B	16-04-212-094	0.2835
L208	2	L	L8B	16-04-212-095	0.3012
L209	2	L	L9B	16-04-212-096	0.2481
L210	2	L	L10B	16-04-212-097	0.3012
L301	2	L	L1C	16-04-212-098	0.2923
L302	2	L	L2C	16-04-212-099	0.2923
L303	2	L	L3C	16-04-212-100	0.3100
L304	2	L	L4C	16-04-212-101	0.2568
L305	2	L	L5C	16-04-212-102	0.3100
L306	2	L	L6C	16-04-212-103	0.2923
L307	2	L	L7C	16-04-212-104	0.2923
L308	2	L	L8C	16-04-212-105	0.3100
L309	2	L	L9C	16-04-212-106	0.2568
L310	2	L	L10C	16-04-212-107	0.3100
TOTAL					100.0000

Common Area Parcels:

- 16072110010000
- 16072120010000
- 16072130010000
- 16072140010000

EXHIBIT C
AMENDED BYLAWS
OF
CEDAR POINTE CONDOMINIUM OWNERS ASSOCIATION, INC.

SALT LAKE CITY, SALT LAKE COUNTY, UTAH

THESE AMENDED BYLAWS OF CEDAR POINTE CONDOMINIUM OWNERS ASSOCIATION, INC. ("Bylaws") are effective upon recording in the Salt Lake County Recorder's Office pursuant to the Utah Condominium Ownership Act and the Utah Revised Nonprofit Corporation Act.

RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of the Third Amended and Restated Declaration of Condominium for Cedar Pointe (herein this "Declaration").
2. These Bylaws shall amend and completely replace all bylaws, and any amendments thereto, whether recorded or unrecorded, that were effective prior to the effective date of these Bylaws.
3. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Unit Owners, to provide for the ability to more easily govern and operate the Association, and, to further the Association's efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

ARTICLE II
APPLICATION

All present and future Unit Owners, Occupants, and any other persons who may use the facilities of Cedar Pointe Condominium in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Units or parts thereof, or the mere act of occupancy or use of any said Units or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons.

ARTICLE III
OWNERS

3.1 Annual Meetings. The annual meeting of the Owners shall be held each year on a day and at a time established by the Board of Directors. The purpose of the annual meeting shall be electing Board Members and transacting such other business as may come before the meeting. If the election of Board Members cannot be held on the day designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board of Directors shall

cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting of the Owners.

3.2 Special Meetings. Special meetings of the Owners may be called by a majority of the Board of Directors, the President, or upon the written request of Owners holding not less than forty percent (40%) of the Allocated Interest of the Association. Any written request for a special meeting presented 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 60 days of receipt of the request.

3.3 Place of Meetings. The Board of Directors may designate any place in the Salt Lake County limits reasonably convenient for the Owners of the Association as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be held at the office of the Association.

3.4 Notice of Meetings. The Board of Directors shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than fifteen (15) days prior to the meeting. Such notice may be emailed, hand-delivered, sent by text message, posted on an official Association website (if any), mailed, or as otherwise allowed by the Act or other applicable law. If emailed, such notice shall be deemed delivered when sent to the Owner's email address registered with the Association. If sent by text message, such notice shall be deemed delivered when sent to the Owner's phone number registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's address registered with the Association, with first-class postage thereon prepaid. Each Owner shall register with the Association such Owner's current email address, phone number capable of receiving text messages, and mailing address for purposes of notice hereunder. Such registered email, phone number, and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Unit shall be deemed to be the Owner's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door.

3.5 Qualified Voters. An Owner shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if he or she has fully paid his or her share of any Assessment (together with any interest and/or late fees) at least 24 hours prior to the commencement of the meeting.

3.6 Record Date for Notice Purposes. The Board of Directors may designate a record date, which shall not be more than sixty (60) nor less than fifteen (15) days prior to the meeting, for the purpose of determining Owners entitled to notice of any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Units in the Project shall be deemed to be the Owners of record entitled to notice of the meeting of the Owners.

3.7 **Quorum.** At any meeting of the Owners, the presence of Owners and holders of proxies entitled to cast more than fifty percent (50%) of the Allocated Interest of the Association shall constitute a quorum for the transaction of business.

3.8 **Proxies.** At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) Owner of such Unit or the Owners' attorneys when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the Secretary (or with such other officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.9 **Votes.** With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Owner (Allocated Interest), as shown in the Declaration. The affirmative vote of a majority of the voting interests entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owner, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. When more than one (1) Person owns an interest in a Unit, any Person who is the owner may exercise the vote for such Unit on behalf of all Co-Owners of the Unit. In the event of two (2) conflicting votes by Co-Owners of one (1) unit, no vote shall be counted for that Unit. In no event shall fractional or cumulative votes be exercised with respect to any Unit.

3.10 **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 of Directors 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 30 days of notice of any decision by the Board of Directors. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed a waiver of any notice requirements.

3.11 **Informal Action by Owners.** Any action that is required or permitted to be taken at a meeting of the Owners may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Owners such that the vote would have passed if all of Association Owners had been in attendance at a regularly called meeting.

ARTICLE IV BOARD OF DIRECTORS

4.1 **General Powers.** The property, affairs and business of the Association shall be managed by the Board of Directors. The Board of Directors may exercise business judgment and all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws,

except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Owners.

4.2 Number, Tenure, and Qualifications. The property, business, and affairs of the Association shall be governed and managed by a Board of Directors composed of five (5) persons, each of whom shall serve for three (3) year terms, and meet the qualifications provided in the Declaration.

4.3 Election to the Board of Directors. Election to the Board of Directors may be by secret written ballot. At such election the Owners or their proxies may cast, with respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest percentage of voting interests shall be elected. Cumulative voting is not permitted.

4.4 Regular Meetings. The Board of Directors shall hold meetings as needed in the discretion of the Board of Directors.

4.5 Special Meetings. Special meetings of the Board of Directors may be called by the President or a majority of the Board Members on at least three (3) business days' prior notice to each Board Member. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding the meeting and shall provide a conference call-in number for Board Members not able to attend in person. Notice shall be given personally, by regular U.S. Mail at such Board Member's registered address, by email, or by telephone or text message. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. By unanimous consent of the Board of Directors, special meetings may be held without call or notice to the Board Members.

4.6 Quorum and Manner of Action. A majority of the then authorized number of Board Members shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Board Members present at any meeting at which a quorum is present and for which proper notice was provided to the Board Members shall be the act of the Board of Directors. The Board Members shall act only as the Board of Directors, and individual Board Members shall have no powers as such.

4.7 Board Meetings. Except as provided below in (a) through (f), a Board meeting shall be open to Unit Owners. The Board may hold a closed executive session during a meeting of the Board if the purpose of the closed executive session is to:

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

For purposes of this Article IV, a Board meeting does not include a gathering of Board Members at which the Board does not vote on Association business.

4.8 Board Meeting Location. The Board of Directors may designate any place in Salt Lake County, Utah as the place of meeting for any regular or special Board meeting. Board meetings may also be held with Board Members appearing telephonically or by Skype, Facetime, and similar live programs. If no designation is made, the place of the Board meeting shall be held in the conference room at the Project.

4.9 Board Action. Notwithstanding noncompliance with Sections 4.7 and 4.8, Board action is binding and valid unless set aside by a court of law. A person challenging the validity of a Board action for failure to comply with Sections 4.7 and 4.8 may not bring the challenge more than sixty (60) days after the Board has approved the minutes recording the Board action.

4.10 Compensation. No Board Member shall receive compensation for any services that such member may render to the Association as a Board Member; provided, however, that a Board Member may be reimbursed for expenses incurred in performance of such duties as a Board Member to the extent such expenses are approved by a majority of the other Board Members. Nothing herein contained shall be construed to preclude any Board Member from serving the Project in any other capacity and receiving compensation therefore, so long as approved in advance by a majority of disinterested Board Members.

4.11 Resignation and Removal. A Board Member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Board Member may be removed at any time, with or without cause, at a special meeting of the Owners duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the Allocated Interest of the Association. A Board Member may also be removed by the affirmative vote of a majority of the other Board Members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Board of Directors meetings.

4.12 Vacancies and Newly Created Board Memberships. If vacancies shall occur in the Board of Directors by reason of the death, resignation, disqualification, or removal by the other Board Members as provided in Section 4.11, the Board Members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Board Members then in office, though less than a quorum. Any vacancy in the Board of Directors occurring by reason of removal of a Board Member by the Owners may be filled by election by the Owners at the meeting at which such Board Member is removed. Any Board Member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his/her predecessor. Except by reason of death, resignation, disqualification, or removal, Board Members shall continue to serve until their successors are elected.

4.13 Informal Action by Board Members. Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting as allowed by the Act or the Utah Revised Nonprofit Corporation Act.

4.14 Waiver of Notice. Before or at any meeting of the Board of Directors, any Board Member or Owner may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board Member or Owner at any

meeting thereof shall be a waiver of notice by that Board Member or Owner of the time, place, and purpose thereof.

4.15 Adjournment. The Board of Directors may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, Vice President, a Secretary, a Treasurer, and such other officers as may from time to time be appointed by the Board of Directors.

5.2 Election Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Directors following the annual meeting of the Owners. Officers may be chosen at any regular or special meeting of the Board of Directors. Each such officer (whether chosen at a regular meeting of the Board of Directors or otherwise) shall hold such office until the next ensuing regular meeting of the Board of Directors and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office.

5.3 Subordinate Officers. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Board Members of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Board Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Board of Directors at any time, with or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

5.6 The President. The President shall be the chief executive of the Association. The President shall be a Board Member and preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages,

documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

5.7 The Vice President. The Vice President shall perform all duties of the President when the President is absent or unable or refuses to act at any meeting of the Board of Directors or Owners. The Vice President shall perform such other duties as required by the Board of Directors and shall be a Board Member.

5.8 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place of the Vice President in the event of the President's and Vice President's absence or inability or refusal to act. The Secretary shall also be a Board Member.

5.9 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Owners and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors.

5.10 Compensation. No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

ARTICLE VI COMMITTEES

6.1 Designation of Committees. The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. No member of such committee shall receive compensation for services rendered to the Association as a member of the committee; provided, however, that the committee member may be reimbursed for expenses incurred in performance of such duties as a committee member to the extent that such expenses are approved by the Board of Directors. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any committee at any time.

6.2 Proceeding of Committees. Each committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Directors hereunder

shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board of Directors.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any member of any committee designated by it thereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

ARTICLE VII INDEMNIFICATION

7.1 Indemnification No Board Member or officer shall be personally liable for any obligations of the Association or for any duties or obligations arising out of any acts or conduct of said Board Member or officer performed for or on behalf of the Association. The Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Board Member or officer of the Association, as well as such person's heirs and administrators, from and against any and all claims, judgments and liabilities to which such persons shall become subject, by reason of that Board Member having heretofore or hereafter been a Board Member or officer of the Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Board Member or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's willful or intentional misconduct. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein contained restrict the right of the Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Association, its Board Members, officers, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

7.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be under any Bylaw, agreement, vote of disinterested Board Members or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Board Members and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Board Member, officer or employee and shall inure to the benefit of the heirs, executors and administrators of any such person.

7.3 **Insurance.** The Board of Directors, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Board Member, officer, or employee of the Association or is or was serving at the request of the Association as a Board Member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article VII.

7.4 **Settlement by Association.** The right of any person to be indemnified shall be subject always to the right of the Association through the Board of Directors, in lieu of such indemnity, to settle any such 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.

ARTICLE VIII RECORDS AND AUDITS

8.1 **General 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, the Act, and the Utah Revised Nonprofit Corporation Act in the manner prescribed by a resolution adopted by the Board of Directors.

8.2 **Inspection of Records by Owners.**

a. Except as provided in Section 8.3 below, all Association records required to be provided to an Owner or Lender shall be reasonably available for examination by an Owner and any Lender pursuant to Rules adopted by resolution of the Board of Directors.

b. The Board of Directors shall maintain a copy, suitable for the purposes of duplication of the following:

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

ii. The most recent financial statement.

iii. The current operating budget of the Association.

c. 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 or scans of any such records. The fee may include reasonable personnel costs incurred to furnish the records, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information, which may include managerial, legal, or accounting fees.

8.3 **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:

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

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

c. Communications with legal counsel that relate to matters specified in subsections a. and b. of this Section, or current or pending litigation.

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

e. Disclosure of information in violation of law.

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

g. Documents, correspondence, or management or Board of Director 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.

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

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

ARTICLE IX AMENDMENTS

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

9.2 **Adoption.** Amendments may be approved by the Association at a duly constituted meeting or by written ballot in lieu of a meeting for such purpose. These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Owners upon the affirmative vote of more than sixty percent (60%) of the Allocated Interest of the Association.

9.3 **Execution and Recording.** An amendment shall not be effective unless and until certified by the President of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the Salt Lake County recorder's office.

ARTICLE X MISCELLANEOUS PROVISIONS

10.1 **Waiver.** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.2 **Invalidity; Number; Captions.** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the

singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.3 **Conflicts.** These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

IN WITNESS WHEREOF, the Association has executed this instrument the day and year set forth below.

CEDAR POINTE CONDOMINIUM OWNERS ASSOCIATION, INC.

By: *Robert Lawler*
Robert Lawler
Its: *President*

State of _____)
):ss
County of _____)

On this ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he is the President of Cedar Pointe Condominium Owners Association, Inc.; that said instrument was signed by him/her on behalf of said Association after being approved by more than 60% of the Association's voting interests; and that the foregoing information is true and accurate to the best of his/her knowledge.

NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco
Subscribed and sworn to (or affirmed) before me on this 24th day
of February, 2020, by Robert
Lawler, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Signature Trish Casey Notary Public (Seal)

