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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
BENNETT TUELLER JOHNSON DEERE  
BY: eCASH, DEPUTY - EF 20 P.

WHEN RECORDED, MAIL TO:

Hobby Caves Condominium Owners Association  
Attn: Gary L. Howland  
9450 South Redwood Road  
South Jordan, Utah 84095

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**BYLAWS  
OF  
HOBBY CAVES CONDOMINIUMS  
OWNERS ASSOCIATION**

**1. IDENTITY AND DEFINED TERMS, OFFICE**

- 1.1 Identity; Defined Terms. These are the Bylaws of Hobby Caves Condominiums Owners Association (the "*Association*"). All capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Declaration of Condominium for Hobby Caves Condominiums filed on March 25, 2019, Book 10763, Page 3359-3396 in the records of the Salt Lake County, State of Utah, Recorder's Office (the "*Declaration*").
- 1.2 Office. The principal office of the Association shall be established and maintained at 9450 South Redwood Road, South Jordan, Utah 84095. The Association may also have offices at such places within or without the State of Utah as the Board of Directors of the Association may from time to time establish.

**2. MEMBERSHIP**

- 2.1 Qualification. Every person or entity who is the owner of a Unit in that certain condominium known as Hobby Caves Condominiums shall be a member of the Association (the "*Members*") and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee. Foreclosure of a contract or repossession for any reason of a Unit sold under contract shall terminate the vendee's membership, whereupon all rights and obligations to such membership shall revert in the vendor. Persons acquiring only a security interest in Units within Hobby Caves Condominiums shall not be a member of this Association. A Unit Owner may not elect out of membership in the Association, nor elect out of the duty to pay assessments, fines or obligations duly incurred as a Unit Owner.
- 2.2 Transfer of Membership. Association membership of each Unit Owner (including Declarant) shall be appurtenant to the ownership of a Unit and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the Purchaser of such Unit. Any attempt to make a prohibited transfer shall be

void. Any disposition of a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Unit Owner thereof and may be subject to a transfer fee pursuant to the rules and regulations promulgated by the Association.

- 2.3 Notification of Membership. It shall be the duty of each Member of this Association to notify the Secretary of the Association in writing by Certified Mail of the date of membership and to provide the Secretary of the Association with that Member's mailing address. It is the duty of the Member to continue to keep the Secretary of the Association apprised by Certified Mail of changes in the Member's mailing address.
- 2.4 Joint Ownership. When more than one Purchaser purchases one Unit, one certificate of membership shall be issued in the name of all the Purchasers. The Purchasers of that Unit collectively shall be entitled to only one vote with respect to such Unit.
- 2.5 Liability. No Member of the Association shall be liable for the debts of the Association except as to the extent of the duty to pay the assessment fees as fixed by the Board of Directors.
- 2.6 Suspension of Membership Rights. The membership rights (including voting rights) of any Member may be suspended by action of the Board of Directors if such Member shall have failed to pay when due any assessment or charge lawfully imposed upon him on any property so owned, or if the Member, his family, his tenants, or guests if any thereof, shall have violated any rule or regulation of the Board or any covenants regarding the use of any property with respect hereto, including without limitation those set forth in the Declaration.

### **3. MEETINGS, NOTICES & AUDITS**

- 3.1 Annual Meeting. There shall be an annual meeting of the Unit Owners in the first quarter of each fiscal year of the Association at such reasonable place and time as may be designated by written notice from the Board delivered personally or by first class mail, postage prepaid, to all Unit Owners not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting. The notice concerning such annual meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the Unit Owners, including the general nature of any proposed amendment to this Declaration or the Bylaws or any proposal to remove a Director or an Officer. At the annual meeting, there shall be presented a report of the financial condition of the Association, itemizing the total receipts and disbursements for the just expired fiscal year, the allocation thereof to each Unit, and the estimated Common Expenses and required assessments, including the allocation thereof to each Unit, for the fiscal year commencing.
- 3.2 Special Meetings. Special meetings of the Unit Owners may be called at any time for the purpose of considering matters which by the terms of the Act, of this Declaration, of the Articles of Incorporation or the Bylaws require the approval of all or some of the Unit Owners or for any other reasonable purpose. Such meetings shall be called by written notice from the President of the Association upon the decision of the President, or after written request signed by a majority of the Board, or by written request signed by the Unit Owners having at least twenty percent (20%) of the total votes, which notice shall be delivered not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and shall include an agenda of the matters to be considered, including but not limited to the general nature of any proposed amendment to the

Declaration or to the Bylaws, changes in the previously approved budget that result in a change in assessment obligations and any proposal to remove a director or officer.

- 3.3 Quorum. To constitute a quorum, there shall be present and voting at each meeting, either in person or by proxy, at least five percent (5%) of the Class "A" membership of record at the date notice of the meeting was given or if notice was not required, membership of record thirty (30) days prior to said meeting date and at least fifty percent (50%) of the Class "B" membership, if any, as of the date of the meeting. Notice shall be deemed given according to the manner set forth in Section 3.1 of this Article.
- 3.4 Audits. The Board at any time, or by written request of Unit Owners having at least a majority of the total votes of the Association, may require the Association books and records be presented for review and audit at any special meeting. A Unit Owner, at such Owner's own expense, may at any reasonable time make an audit of the books and records of the Board and the Association.

#### 4. VOTING

- 4.1 Voting. There shall be one (1) voting representative for each Unit. Declarant shall be considered a "Unit Owner", as that term is used herein, and shall be the voting representative with respect to each Unit owned by Declarant. In the event that the Association is the Owner of any Unit, the Association shall not be entitled to cast the votes allocated to such Unit. If a Unit Owner (including Declarant) owns more than one Unit, such Unit Owner shall have the votes for each Unit so owned. The voting representative shall be designated by the Owner or Owners of each Unit by written notice to the Board and need not be a Unit Owner. The designation of a voting representative shall be revocable at any time by written notice to the Board from the Owner of the Unit, by actual notice to the Board of the death of the Unit Owner or of the voting representative, by written notice from the lawful holder of a power of attorney of a Unit Owner or by the guardian of any judicially-declared incompetent Unit Owner. This power of designation and revocation may be exercised by the guardian of a Unit Owner and by the administrator or executor of a Unit Owner's estate. Where no designation is made, or where a designation has been made but is revoked and no new designation has been made prior to any meeting, no vote may be cast for such Unit other than by the Unit Owner thereof.
- 4.2 Membership Classes. The Association shall have multiple classes of voting membership established according to the following provisions:
- 4.2.1 Class "A" Membership. Class A Membership shall be held by each Owner of a Unit other than Declarant. Each Class A Member shall be entitled to one (1) vote for each Unit owned by such Class A Member located on the Property.
- 4.2.2 Class "B" Membership. The Class B Membership shall be held solely by Declarant, and Declarant shall be entitled to ten (10) votes for each Unit owned by Declarant. The Class B Membership shall cease and be converted to Class A Membership at the conclusion of the Declarant Control Period.
- 4.2.3 Additional Classes of Membership. If the Association desires to add additional classes of membership, it may do so. Nothing in this Declaration shall prohibit the institution of additional classes.

- 4.3 Joint Unit Owner Disputes. When more than one person has an interest in any Unit (“co-owner”), all such co-owners shall be members and may attend any meeting of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled. Such co-owners may from time to time designate in writing one of their number to vote. The vote of a Unit must be cast as a single lot, and fractional votes of such Unit’s allocated vote shall not be allowed. In the event that joint Owners of a Unit are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question. In the event more than one vote is cast for a particular Unit, none of said votes shall be counted and said votes shall be deemed void. Unless the Board receives a written objection from a co-owner, it shall be presumed that the voting co-owner is acting with the consent of his or her co-owners. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed upon the jointly owned Unit and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws, shall be deemed to be binding on all Owners, their successors and assigns.

## 5. DIRECTORS

- 5.1 Board of Directors. The business and affairs of the Association shall be managed by a Board of directors consisting of three (3) persons elected or appointed as set forth herein below. It shall not be necessary for directors to be Members of the Association. The Board of Directors are authorized to exercise all of the powers of the Association unless specifically reserved for the members.
- 5.2 Election of the Initial Board. Declarant shall appoint and shall remove the members of the Board and the officers from the time of creation of the Board until the conclusion of the Declarant Control Period at which time all steps shall commence leading to the complete transfer of control to the Association of Unit Owners as set forth hereafter and further as required in Utah law, as presently in force or as hereafter amended.
- 5.3 Election of the Board following Declarant Control Period. Within thirty (30) days after the termination of the Declarant Control Period, the Members shall elect two (2) directors to serve for terms of three (3) years each and until their successors are duly elected and qualified, and one (1) director to serve for a term of two (2) years and until his or her successor is duly elected and qualified. At each annual meeting in which the term or terms of the directors would expire, the Members shall elect directors who shall serve for three (3) years and until their respective successor are duly elected and qualified. The Board shall elect its officers, each of whom shall also take office upon election.
- 5.4 Resignation and Removal. A director may resign at any time by delivering a written resignation to either the President or to the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. After the Declarant Control Period, any director may be removed at any time, with or without cause, by the affirmative vote of the Members, or their proxies, holding at least two-thirds of the total number of votes of all Members entitled to vote, at a special meeting of the Members called for such purpose.
- 5.5 Directors’ Meetings. Director’s meetings shall be held annually immediately after the annual membership meeting or at such time and place as may be determined by the directors. No notice of the annual meeting of the Board of Directors shall be necessary.

5.5.1 Special Meetings. Special meetings of the directors shall be called at any time and place upon the call of the President or any director. Notice of the time and place of each special meeting shall be given by the Secretary, or the persons calling the meeting, by mail, or by personal communication by telephone or otherwise, at least three (3) days in advance of the time of meeting. The purpose of the meeting need not be given in the notice. Notice of any special meeting may be waived in writing and will be waived by directors in attendance.

5.5.2 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and on such day and hour as shall from time to time be fixed by resolution of the Board of Directors. No notice of regular meetings of the Board of Directors shall be necessary.

5.5.3 Quorum. A majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, waiver of notice by those present may be obtained, and no further notice thereof need to be given other than by announcement at the meeting which shall be so adjourned.

5.6 Compensation. No compensation shall be paid to directors, as such, for their services, but by resolution of the Board, a fixed sum and expenses for actual attendance, at each regular or special meeting of the Board, may be authorized. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor.

5.7 Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, or such other officers as deemed necessary by the Board. An officer may simultaneously hold two offices and also serve as a director. The officers shall be elected annually by the Board of Directors at the meeting following the annual meeting of the members, and at other times if need exists. The officers shall have the usual duties of office common to corporate activities.

5.8 Duties and Authority. The Board, for the benefit of the Association and the Unit Owners, shall enforce the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws and the rules and regulations of the Association, shall have all powers and authority permitted to the Board under the Act, other applicable law and the Declaration, and shall acquire and shall pay for, out of the common expense fund hereinafter provided for, all goods and services requisite for the proper functioning of the Hobby Caves Condominiums, including, but not limited to, the following:

5.8.1 Utilities. Electrical, water, sewer and garbage receptacles for the entire Association and access to obtain electrical, telephone, cable, internet and any other necessary utility service as required for the Common Areas.

5.8.2 Insurance. Policies of insurance or bonds providing coverage for fire and other hazards, liability for personal injury and property damage, and for fidelity of Association officers, directors and other employees, as the same are more fully required hereafter and in the Declaration.

5.8.3 Property Taxes. Payment of property taxes for the Real Property shall be allocated to Units pursuant to Section 21.5 of the Declaration.

5.8.4 Management Services. The service of persons or firms as required to manage properly the affairs of the Association to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine are necessary or proper for the operation and maintenance of the Common Elements, whether such personnel are employed directly by the Board or are furnished by the designated manager or management firm or agent. The Board shall also have the right to terminate such services.

5.8.5 Legal and Accounting Services. Legal and accounting services necessary or proper in the operation of the Association affairs, administration of the Common Elements or the enforcement of the Declaration.

5.8.6 Maintenance. Painting, maintenance, repair and improvements of the Common Elements, including, without limitation, maintenance and repair of the sewer laterals, the common walls and such accessories and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements. With respect to the sewer laterals, the Board shall provide such maintenance and repair required in connection with any backup. For each building, the Association is responsible for all structural components of the buildings, except for those items defined in Section 3.2 of the Declaration as the "Unit", which are the responsibility of the Unit Owner,

5.8.7 Other Items. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations and/or insurance which the Board is required to secure by law, or which in its opinion shall be necessary or proper for the operation of the Common Elements and for the enforcement of this Declaration; provided, that if for any reason such materials, supplies, labor, services, maintenance, repairs, structural alterations and/or insurance are provided for particular Units or their Unit Owners, the cost thereof shall be specifically charged to the Owners of such Units.

5.8.8 Maintenance of Units if Unit Owner Fails to Maintain. Maintenance and repair of any Unit, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Association, if the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Unit Owner; provided, that the Board shall levy a special charge against the Unit Owner and the Unit for the cost of such maintenance and repair.

5.8.9 Discharge Liens if Necessary. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the Association or any part thereof which is claimed to, or which may, in the opinion of the Board, constitute a lien against the Association or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorneys' fees) incurred by the Association

by reason of such lien or liens shall be specially charged against the Unit Owners and the Units responsible to the extent of their responsibility.

5.8.10 Common Expense Fund. The Board's powers hereinabove enumerated are limited to the extent that the Board shall have no authority to acquire and pay for out of the common expense fund capital additions and improvements (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Two Thousand Dollars (\$3,500.00), without first obtaining the affirmative vote of the Unit Owners holding a majority of the voting power present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of voting Unit Owners having a majority of the voting power; provided that any expenditure or contract for each capital addition or improvement in excess of Ten Thousand Dollars (\$10,000.00) must be approved by Unit Owners having not less than two-thirds of the total voting power present or represented at a meeting called for such purpose.

5.8.11 Exception. Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Unit Owners or any of them, which is expressly prohibited.

5.8.12 Contracts. The Board shall have the exclusive right to contract for all goods and services, payment of which is to be made from the common expense fund. The Board may delegate such powers subject to the terms hereof.

5.8.13 Acquired Property. The Board may, from common expense fund of the Association, acquire and hold in the name of the Association, for the benefit of the Unit Owners, tangible and intangible personal property and real property, or any interest therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Unit Owners in the same proportion as their respective interests in the Common Elements, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct. The Board shall not, however, in any case acquire by lease or purchase real or personal property for a price in excess of Five Thousand Dollars (\$5,000.00), without first obtaining the affirmative vote of the Unit Owners holding a majority of the voting power present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of voting Unit Owners having a majority of the voting power; provided, that any lease or purchase of real or personal property for a price in excess of Ten Thousand Dollars (\$10,000.00) must be approved by Unit Owners having not less than two-thirds of the total voting power present or represented at a meeting called for such purpose.

5.8.14 Emergency Access to Units. The Board and its agents or employees may enter any Unit when necessary in connection with any maintenance, repair and construction for which the Board is responsible or in the event of an emergency. Such entry shall be made with as little inconvenience to the Unit Owner or tenant as practicable and upon prior notice if circumstances permit. Any damage caused thereby shall be repaired by the Board out of the common expense fund if the entry was due to an emergency or for the purpose of maintenance or repairs to Units where the repairs were undertaken by or under the direction or authority of the Board (unless the emergency or maintenance was caused or necessitated, directly or indirectly, by the Owner of the Unit entered, in which case the cost shall be specially charged to the Unit Owner whose Unit is entered).

5.8.15 Attorney-in-Fact. Each Unit Owner, by the mere act of becoming an Owner of a Unit, shall irrevocably appoint the Board as such Owner's attorney-in-fact, with full power of substitution, to take such action as is reasonably necessary to perform promptly the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the Common Elements to deal with a Unit upon damage or destruction and to secure insurance proceeds.

5.8.16 Borrower Funds. In the discharge of its duties and in the exercise of its powers as set forth herein, but subject to the limitations also set forth therein, the Board may borrow funds on behalf of the Association and in order to secure the repayment thereof may encumber, subject to the limitations set forth in the Declaration, the Common Elements, Association funds and the Allocated Interests of each Unit Owner therein.

5.9 Executive and Other Committees. The Board, by resolution, may designate two or more Members to the Executive Committee. To the extent provided in said resolution or these By-Laws, said Committee may exercise the powers of the Board concerning the management of the business of the Association.

## 6. MAINTENANCE, COMMON EXPENSE, ASSESSMENTS AND MANAGEMENT OF FUNDS

6.1 Common Expenses. Common Expenses include those expenses defined in the Act and in Section 1.8 of the Declaration, specifically those expenses incurred by the Association in the Operation, management, maintenance, and administration of the Association pursuant to the provisions hereof or as otherwise required or permitted by the provisions of the Declaration or these Bylaws.

6.2 Creation of Reserve Fund. Upon the initial sale of each Unit, the Association shall collect from each buyer an amount equal to three (3) months assessments to fund the initial reserve fund. Use of the funds deposited into the reserve fund shall be governed by the Association's Reserve Policy.

6.3 Annual Budget of Common Expenses. Prior to the annual meeting of Unit Owners each fiscal year, and within 90 days after adoption of any proposed budget, the Board shall estimate the Common Expenses which it anticipates will be incurred during the fiscal year commencing and determine the regular assessments and any special assessments required to be paid to the Association for such fiscal year; shall make provision for creating, funding and maintaining reasonable reserves for contingencies, operations, repairs, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the expired fiscal year's operations. The Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary, or as allowed for in the Bylaws. The proposed budget does not require approval from the Unit Owners and it will be deemed to be approved by the Unit Owners in the absence of a veto by a majority of each class of the voting membership, whether or not a quorum is present at the noticed meeting. The determination and collection of assessments for the first year of operation of the Association shall be made by Declarant.



- 6.4 Special Assessments. The Board may also, from time to time, impose such special assessments as may be determined to be necessary by the Board, subject to the restrictions set forth herein and/or in the Declaration, and subject to an affirmative vote of a majority of the Unit Owners.
- 6.5 Payment by Unit Owner. Each Unit Owner shall pay assessments made pursuant to this Article to the Treasurer of the Association, or as designated by the Treasurer, at such intervals as the Board shall designate. All assessments are considered past due unless paid within ten (10) days of the due date. Any unpaid assessments shall bear interest at 18% per annum from the due date until paid.
- 6.6 Purpose. All funds collected hereunder shall be expended for the purposes designated in or permitted by the Declaration, these Bylaws or the Act.
- 6.7 Separate Accounts. The Association shall maintain separate accounts for current operations, reserves and a special insurance reserve account for payment of insurance and bond premiums, if any. Upon receipt of payments for assessments, the Treasurer shall first deposit to the insurance reserve account that portion of the common expense assessments necessary to pay the total cost of premiums of all of the insurance and bond coverage then in effect required to be paid from such periodic assessments, and such insurance reserve account shall be held separately and inviolate until utilized for payment of such premiums. The remainder of the assessments collected may be utilized for payment of other Common Expenses or deposited or credited to other accounts. All such assessments and other Association revenues shall be collected and held in trust for, and administered and expended for the benefit of, the Association.
- 6.8 Based on Percentage. Except for certain special assessments which may be levied against particular Units under the provisions of the Declaration, all assessments for Common Expenses shall be assessed to Units on the basis of the percentages of each Unit's square footage to the total area of all units in each building, as set forth in Exhibit B to the Declaration, for each building, and any amendments thereto.
- 6.9 Failure to Determine Assessments. The failure of the Association to fix assessments for the fiscal year commencing at the annual meeting shall not be deemed to constitute a waiver or modification in any respect of the provisions of the Declaration or release any Unit Owner from the obligation to pay the assessment or any installment thereof, but the amount of assessment fixed for the preceding year shall continue in force until a new assessment is fixed. Following the determination being made regarding the amount of assessments for such fiscal year, each Unit Owner shall, as a portion of such Owner's first payment of the monthly or periodic assessments to the Association, include therein such sums equal to the difference between the amount of assessments previously paid for such fiscal year and the actual amount determined to be required by the Association.
- 6.10 Limited Purpose Common Expenses.
- 6.10.1 Limited Units Benefit. Any Common Expense which benefits only some, but not all, of the Units shall be assessed only against such benefited Units in the same proportion as is set forth above in this section.

- 6.10.2 Judgments. If a judgment is entered against the Association at any time, assessments for the payment of such judgment shall be made against only those Units which were a part of this Association at the date of entry of such judgment.
- 6.10.3 Limited Cause. If the Board determines that a common expense is incurred by the Association as the result of any one or more Units Owners, but not all of the Unit Owners, the assessments to pay such Common Expense may be allocated only to the Units owned by such Owners who are determined by the Board to be responsible and not to Units owned by Owners who are determined not to be responsible.
- 6.11 Records. The Board shall cause to be kept complete and accurate books and records of all receipts and expenditures, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, together with any additional information which may from time to time, be determined to be required by the Board. Such books and records, together with vouchers authorizing payments, shall be available for examination by the Unit Owners, and by their mortgagees, attorneys or agents; at any reasonable times upon reasonable notice and the payment of any required audit cost. All books and records shall be kept in accordance with generally accepted accounting principles.
- 6.12 Lien Indebtedness. All assessments shall be joint and several personal debts and obligations of each and every Owner of any Unit against which the same are assessed as of the time the assessment is made and shall be collectible as such. The amount of any assessment, whether regular or special, assessed to any Unit and to the Owner thereof, plus interest equal to the lesser of (i) the maximum rate allowed by applicable law; or (ii) eighteen percent (18%) per annum, from the due date until paid, and the costs, including reasonable attorney's fees incurred by the Association, shall be a lien upon such Unit and the Allocated Interests in the Common Elements thereof. Such lien arising from the nonpayment of such assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, except as such priority is limited by the provisions of applicable law and this Declaration. Irrespective of the existence of such lien, a suit by the Association to recover a money judgment against any Unit Owner or Unit Owners arising from such unpaid assessments may be maintained without foreclosure of such lien and without waiving the future enforceability of such lien.
- 6.13 Certificate of Assessment. A certificate executed and acknowledged by the Treasurer or by the President of the Association, or by the authorized agent thereof, stating the amount of such indebtedness for assessments, or the lack thereof, attributable to any Unit shall be conclusive upon the Association as to the amount of such indebtedness on the date of such certificate, in favor of all persons who rely thereon in good faith, and such a certificate shall be furnished to any Unit Owner or to any Mortgagee of a Unit within a reasonable time after request, in recordable form, subject to a reasonable fee for the preparation thereof. Unless otherwise prohibited by law, any Mortgagee of a Unit may pay any unpaid assessments payable with respect to such Unit, and upon such payment such mortgagee shall have a lien on such Unit for the amount so paid of the same priority as the lien of the mortgage of such mortgagee.
- 6.14 Foreclosure of Assessment Lien. The Association may commence an action to foreclose the lien of any delinquent assessments in accordance with the provisions of the Act or otherwise provided by law. If the subject Unit be rented or leased by the Unit Owner to a third party, the Association in such foreclosure action shall be entitled, upon application therefore and due notice thereof, to the appointment of a receiver to collect the periodic rent, which receiver may,

if said rental not be paid, obtain possession of the Unit, refurbish it for rental to a reasonable standard for rental units in this type of condominium, and then rent the Unit or permit its rental to others. Rental income collected therefrom shall be applied as follows: First to the payment of expenses of the receivership (including reasonable attorney's fees incurred therein); second to reimburse the cost of refurbishing the Unit; third to costs, attorney's fees and charges incurred by the plaintiff in the foreclosure action; and fourth to the payment of the delinquent assessments and any interest accrued thereon. Any judgment rendered against a Unit Owner in such foreclosure proceeding, receivership proceeding or any other action required to collect such delinquent assessments, shall include a reasonable sum for attorney's fees and all other costs and expenses reasonably incurred in preparation for or in prosecution of said action, in addition to taxable costs permitted by law.

- 6.15 Remedies Cumulative. The remedies provided herein are cumulative, and the Board, on behalf of the Association, may pursue them concurrently. In addition, the Association shall have such other and further remedies as may be provided by law, although the same not be expressed herein.

## 7. INSURANCE

- 7.1 Insurance Coverage. There shall be maintained as a Common Expense a policy or policies of insurance, and bonds as required, to provide, to the extent that the same be available, the following coverages:

7.1.1 Real Property Insurance. A "blanket" policy of property insurance in an amount equal to the full replacement value of the Association property, including all building service equipment and any fixtures or equipment within the Units; such insurance to afford protection against at least loss or damage by fire and other hazards covered by a standard extended coverage endorsement, including debris removal costs, costs of demolition, vandalism, malicious mischief, windstorm and water damage.

7.1.2 Liability Coverage. A comprehensive policy of public liability insurance covering all of the Common Elements with provisions which preclude the insurance carrier from denying the claims of a Unit Owner because of the negligent acts of the Association or any other Unit Owner, with such limits as may be determined to be necessary; such coverage to include protection against water damage liability, liability for non-owned or hired automobiles, liability for personal injury, including medical payments, death and damage to property of others.

7.1.3 Other Coverage. Additional coverage may also be obtained for such other risks as shall, in the sole determination of the Board, customarily be required with respect to projects similar in construction, location and use, or as may be required to facilitate lending by mortgagees, or as may be required pursuant to law or other applicable governmental requirements.

- 7.2 Additional Policy Provisions. Any insurance obtained pursuant to the provisions hereof shall be subject to the following provisions and limitations if, and to the extent, the Board is able to purchase policies and endorsements affecting such provisions and limitations.

- 7.2.1 Named Insured. The named insured under any such policies shall be the Association, as trustee for the Unit Owners, and each of the Unit Owners each in accordance with the percentages established in the Declaration with respect to liability arising out of each Unit Owner's Allocated Interests in the Common Elements and/or membership in the Association. The Association shall have exclusive authority to negotiate settlement of losses under said policies.
- 7.2.2 Contribution. In no event shall the insurance coverage obtained and maintained pursuant to the provisions hereof be brought into contribution with insurance purchased by Unit Owners or by their mortgagees.
- 7.2.3 Absence of Association Control. Such policies of insurance shall provide that coverage shall not be prejudiced by (a) any act or neglect of Unit Owners when and/or if such act or neglect is not within the control of Declarant or the Association nor unless such Unit Owners are acting within the scope of such Unit Owners' authority on behalf of the Association, or (b) by failure of Declarant or the Association to comply with any warranty or condition with regard to any portion of the premises over which Declarant or the Association has control.
- 7.2.4 Cancellation. All policies shall provide that coverage may not be canceled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named therein, including mortgagees or their servicing agents.
- 7.2.5 Waiver of Subrogation, Co-Insurance and Acts of Insured. All such policies shall contain a waiver of subrogation by the insured as to any and all claims against Declarant, in its capacity as a Unit Owner, against the Association, or any Unit Owner, Unit Owners and/or their respective agents, mortgagees, employees or tenants, and of any defenses based on co-insurance or upon invalidity arising from the acts of the insured.
- 7.2.6 Primary Insurance. If at the time of an insured loss, there is other insurance in force in the name of a Unit Owner covering the same loss, the Association's policy shall provide primary insurance.
- 7.2.7 Unit Contents. Nothing contained in these Bylaws shall be deemed to require Declarant or the Association to purchase a policy of casualty insurance to cover the loss, theft or damage to personal property of a Unit Owner, including improvements to the Unit, and each Unit Owner is specifically advised to purchase, at said Unit Owner's sole expense, such insurance and coverage as they deem necessary and prudent to cover the risk of loss or damage to the Unit Owner's (including tenants, if any) personal property or improvements.
- 7.3 Mortgagee Clause. Each applicable policy of insurance shall contain a standard mortgagee clause which shall:
- 7.3.1 Define Mortgagee. Provide that any reference to a mortgagee in such policy shall mean and include all holders of a mortgage on a Unit, or a lease or sublease thereof, in their respective order and preference, whether or not named therein.

- 7.3.2 Protect Mortgagee. Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect by the Board, the Unit Owners, the Association or any persons acting under authority of any of them.
- 7.3.3 Waive Certain Requirements. Waive any provision invalidating such mortgagee clause by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy of a Unit, any requirement that the mortgagee pay any premium thereon and any contribution clause.
- 7.3.4 Reconcile Named Insured. Provide that, without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable as required herein.
- 7.4 Fidelity Bond Coverage. The Association may, at the option of the Board, maintain fidelity coverage to protect against dishonest acts on the part of its officers, directors, agents and employees and all others who handle, or are responsible for handling, funds of the Association. If obtained, such fidelity coverage shall, to the extent reasonably obtainable, meet the following requirements:
- 7.4.1 Obligee. All fidelity bonds shall name the Association as the obligee.
- 7.4.2 Amount. Such fidelity bonds shall be written in an amount equal to at least fifty percent (50%) of the estimated annual operating expenses of the Association, including reserves.
- 7.4.3 Waiver of Defense. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar terms.
- 7.4.4 Cancellation. Such bonds shall provide that they shall not be canceled or substantially modified without at least thirty (30) days prior written notice to any affected mortgagee or its servicing agent.
- 7.4.5 Obligation to Purchase Fidelity Insurance Coverage. If any Unit Owner (other than Declarant) or employee of the Association owns thirty (30) or more Units controls or disburses funds of the Association, the Association must obtain and maintain, to the extent reasonably available, fidelity insurance. Coverage shall not be less in aggregate than three months' current assessments plus reserves, as calculated from the current budget of the Association.
- 7.5 Insurance Proceeds. Insurance proceeds payable for damage or destruction to any part of the Association shall be paid to the Association as trustee for the Unit Owners, Mortgagees of the Units and/or of the Association. The Association, acting through its Board, shall have the authority to settle and compromise any claim under insurance obtained by the Association, and the insurer may accept a release and discharge of liability from the Board on behalf of the named insureds under the policy and any affected mortgagee. No provision of the Declaration shall entitle the Owner of any Unit, or any third party, to priority over the Mortgagee of a Unit with respect to the distribution of any insurance proceeds.

- 7.6 Unit Owners' Policies. Any Unit Owner may obtain additional insurance respecting its Unit, to the extent permitted by law, at such Unit Owner's own expense. Each Unit Owner is required to notify the Board of all improvements by the Unit Owner to such Owner's Unit which cost in excess of \$2,500.00. Any Unit Owner who obtains an individual insurance policy covering any portion of the Association, other than personal property belonging such Unit Owner, is required to file a copy of such policy or policies with the Board within thirty (30) days following the purchase thereof, and the Board shall review the effect of such policy with the Board's insurance agent and direct changes to the extent that such a policy adversely impacts the Association's policies or insurance costs. Each Unit Owner shall be responsible for maintaining insurance on the contents of such Owner's Unit, any additions and improvements to such Unit, the personal property therein maintained and the personal property of the Unit Owner situated at any other location within the Association.

## 8. LIMITATION OF LIABILITY

- 8.1 Liability for Utility Failure and Certain Personal and Real Property Damage. Except to the extent covered by insurance pursuant to Article 7, neither Declarant, the Board, the Association or the Unit Owners shall be liable for injury or damage to persons or property caused by the elements or other events of nature, or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any common pipes, drains, conduit, appliances or equipment, or from any other place, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of assessments shall be claimed or allowed for such injury or damage or for such inconvenience or discomfort. This Section shall not be interpreted to impose any form of liability by implication upon any Unit Owners.
- 8.2 No Personal Liability. If the Unit Owners, the Association, the Board, their agents and/or Declarant have acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person or entity, then such persons or entities shall not be liable to any Unit Owners or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person; provided, that this section shall not apply where the consequences of such act, omission, error or negligence are actually and fully covered by insurance obtained pursuant to Article 7, nor shall it apply to the extent prohibited by the Act.
- 8.3 Indemnification. Each officer, director or other person or committee member duly authorized by the Association, by the Board or by Declarant to manage this Association, when exercising the powers and duties of the Board and/or of an officer, shall be indemnified by the Unit Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred or imposed in connection with any proceeding to which he or it may be a party, or in which he or it may become involved, by reason of holding or having held such position, whether or not he or it holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance or malfeasance in the performance of his or its duties; provided, that in the event of a settlement, the indemnification shall apply only when the Unit Owners approve such settlement before it becomes binding upon the party being indemnified hereunder.

## **9. NOTICE AND WAIVER OF NOTICE**

- 9.1 Whenever any notice is required by these Bylaws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the post office box in a sealed post-paid wrapper, addressed to the person entitled thereto at his last known post office address, and such notice shall be deemed to have been given and received two (2) days subsequent to mailing. Members not entitled to vote shall not be entitled to receive notice of any meetings except as otherwise provided by statute.
- 9.2 Whenever any notice is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation of the Association or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, before or after the time stated therein, shall be deemed equivalent thereto.

## **10. CONSTRUCTION**

- 10.1 Whenever a conflict arises between the language of these Bylaws and the Declaration, the Declaration shall govern. Whenever a conflict arises between the language of these Bylaws and the Articles of Incorporation, the Articles of Incorporation shall govern.
- 10.2 Unless the context requires otherwise, the general provisions, rules of construction, and definitions contained in the Act shall govern the construction of these Bylaws. Without limiting the foregoing, the masculine gender includes the feminine and neuter; the singular number includes the plural, and the plural number includes the singular; "shall" is mandatory and "may" is permissive; and "person" includes a corporation as well as a natural person.

## **11. AMENDMENTS**

The Board can amend any provision of the Bylaws by the affirmative vote of a majority of the Board at any regular meeting of the Board or at any special meeting of the Board if notice of the proposed alteration or repeal to be made is contained in the notice of such special meeting, except provisions for: quorum, or qualifications, powers and duties, or terms of directors. Following the conclusion of the Declarant Control Period, these provisions of the Bylaws may be altered or repealed at any annual meeting of the Members or at any special meeting thereof if notice of the proposed alteration or repeal to be made is contained in the notice of such special meeting, by the affirmative vote of a majority of the members entitled to vote thereat.

## **12. REMARKS**

Whenever an officer, director, or Member fails or refuses to comply with any provision herein or in the Association's Articles of Incorporation, any other officer, director or Member shall have the right to enforce said provision and provide for said compliance through an action for injunctive relief or a derivative action, if such are cognizable at law, and to collect court costs and attorneys' fees from such officer, director or Member personally. Any such officer, director or Member consents, for any such action, to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Salt Lake County, State of Utah.

*[Remainder of page intentionally left blank; signature page to follow]*





**EXHIBIT A**

**REAL PROPERTY**

LOT 2 OF THE SADDLEBACK POINTE SUBDIVISION, RECORDED IN THE SALT LAKE COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; THENCE SOUTH 00°20'01" WEST 282.98 FEET; THENCE SOUTH 89°40'00" EAST 671.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°40'00" EAST 475.82 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 588.01 FEET, A CENTRAL ANGLE OF 14°09'16" AND A CHORD THAT BEARS SOUTH 11°43'31" WEST 144.90 FEET, SAID POINT BEING THE WESTERN LINE OF FITZGERALD MEADOWS SUBDIVISION, RECORDED AS ENTRY NO. 8774241, IN THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT ALSO BEING ON THE WEST LINE OF THE UTAH & SALT LAKE CANAL;; THENCE ALONG SAID CURVE SOUTHERLY AN ARC DISTANCE OF 145.26 FEET, ALONG SAID CANAL; THENCE SOUTH 04°38'50" WEST 141.34 FEET; THENCE NORTH 89°40'00" WEST 434.72 FEET; THENCE NORTH 00°02'21" WEST 282.99 FEET TO THE POINT OF BEGINNING. Contains 127,138 square feet or 2.92 acres, more or less.

Parcel ID: 33044010210000

**EXHIBIT B**

**Building "A"**

Unit 101 – 1,250 sq ft  
Unit 102 – 1,250 sq ft  
Unit 103 – 1,250 sq ft  
Unit 104 – 1,200 sq ft  
Unit 105 – 1,200 sq ft  
Unit 106 – 1,200 sq ft  
Unit 107 – 1,250 sq ft  
Unit 108 – 1,250 sq ft  
Unit 109 – 1,250 sq ft  
Unit 110 – 1,200 sq ft  
Unit 111 – 1,200 sq ft  
Unit 112 – 1,200 sq ft  
Unit 113 – 1,250 sq ft  
Unit 114 – 1,250 sq ft  
Unit 115 – 1,250 sq ft  
Unit 116 – 1,200 sq ft

**Building "B"**

Unit 201 – 1,200 sq ft  
Unit 202 – 1,200 sq ft  
Unit 203 – 1,200 sq ft  
Unit 204 – 1,250 sq ft  
Unit 205 – 1,250 sq ft  
Unit 206 – 1,250 sq ft  
Unit 207 – 1,200 sq ft  
Unit 208 – 1,200 sq ft  
Unit 209 – 1,200 sq ft  
Unit 210 – 1,250 sq ft  
Unit 211 – 1,250 sq ft  
Unit 212 – 1,250 sq ft  
Unit 213 – 1,250 sq ft  
Unit 214 – 1,250 sq ft  
Unit 215 – 1,250 sq ft  
Unit 216 – 1,250 sq ft  
Unit 217 – 1,250 sq ft  
Unit 218 – 1,200 sq ft  
Unit 219 – 1,200 sq ft  
Unit 220 – 1,200 sq ft  
Unit 221 – 1,250 sq ft  
Unit 222 – 1,250 sq ft  
Unit 223 – 1,250 sq ft  
Unit 224 – 1,200 sq ft  
Unit 225 – 1,200 sq ft  
Unit 226 – 1,200 sq ft

**Building "C"**

Unit 301 – 1,250 sq ft  
Unit 302 – 1,250 sq ft  
Unit 303 – 1,250 sq ft  
Unit 304 – 1,200 sq ft  
Unit 305 – 1,200 sq ft  
Unit 306 – 1,200 sq ft  
Unit 307 – 1,250 sq ft  
Unit 308 – 1,250 sq ft  
Unit 309 – 1,250 sq ft  
Unit 310 – 1,200 sq ft  
Unit 311 – 1,200 sq ft  
Unit 312 – 1,200 sq ft  
Unit 313 – 1,250 sq ft  
Unit 314 – 1,250 sq ft  
Unit 315 – 1,250 sq ft

## EXHIBIT B

Parcel Number	Lot/Unit	Type	Property Location	City	Zip Code
33044030010000		COMMON AREA	13871 S 2700 W	BLUFFDALE	84065
33044030020000	BLDG		13865 S 2700 W # 101	BLUFFDALE	84065
33044030030000	BLDG		13865 S 2700 W # 102	BLUFFDALE	84065
33044030040000	BLDG		13865 S 2700 W # 103	BLUFFDALE	84065
33044030050000	BLDG		13865 S 2700 W # 104	BLUFFDALE	84065
33044030060000	BLDG		13865 S 2700 W # 105	BLUFFDALE	84065
33044030070000	BLDG		13865 S 2700 W # 106	BLUFFDALE	84065
33044030080000	BLDG		13865 S 2700 W # 107	BLUFFDALE	84065
33044030090000	BLDG		13865 S 2700 W # 108	BLUFFDALE	84065
33044030100000	BLDG		13865 S 2700 W # 109	BLUFFDALE	84065
33044030110000	BLDG		13865 S 2700 W # 110	BLUFFDALE	84065
33044030120000	BLDG		13865 S 2700 W # 111	BLUFFDALE	84065
33044030130000	BLDG		13865 S 2700 W # 112	BLUFFDALE	84065
33044030140000	BLDG		13865 S 2700 W # 113	BLUFFDALE	84065
33044030150000	BLDG		13865 S 2700 W # 114	BLUFFDALE	84065
33044030160000	BLDG		13865 S 2700 W # 115	BLUFFDALE	84065
33044030170000	BLDG		13865 S 2700 W # 116	BLUFFDALE	84065
33044030180000	BLDG		13865 S 2700 W # 201	BLUFFDALE	84065
33044030190000	BLDG		13865 S 2700 W # 202	BLUFFDALE	84065
33044030200000	BLDG		13865 S 2700 W # 203	BLUFFDALE	84065
33044030210000	BLDG		13865 S 2700 W # 204	BLUFFDALE	84065
33044030220000	BLDG		13865 S 2700 W # 205	BLUFFDALE	84065
33044030230000	BLDG		13865 S 2700 W # 206	BLUFFDALE	84065
33044030240000	BLDG		13865 S 2700 W # 207	BLUFFDALE	84065
33044030250000	BLDG		13865 S 2700 W # 208	BLUFFDALE	84065
33044030260000	BLDG		13865 S 2700 W # 209	BLUFFDALE	84065
33044030270000	BLDG		13865 S 2700 W # 210	BLUFFDALE	84065
33044030280000	BLDG		13865 S 2700 W # 211	BLUFFDALE	84065
33044030290000	BLDG		13865 S 2700 W # 212	BLUFFDALE	84065
33044030300000	BLDG		13865 S 2700 W # 213	BLUFFDALE	84065
33044030310000	BLDG		13865 S 2700 W # 226	BLUFFDALE	84065
33044030320000	BLDG		13865 S 2700 W # 225	BLUFFDALE	84065
33044030330000	BLDG		13865 S 2700 W # 224	BLUFFDALE	84065
33044030340000	BLDG		13865 S 2700 W # 223	BLUFFDALE	84065
33044030350000	BLDG		13865 S 2700 W # 222	BLUFFDALE	84065
33044030360000	BLDG		13865 S 2700 W # 221	BLUFFDALE	84065

33044030370000	BLDG		13865 S 2700 W # 220	BLUFFDALE	84065
33044030380000	BLDG		13865 S 2700 W # 219	BLUFFDALE	84065
33044030390000	BLDG		13865 S 2700 W # 218	BLUFFDALE	84065
33044030400000	BLDG		13865 S 2700 W # 217	BLUFFDALE	84065
33044030410000	BLDG		13865 S 2700 W # 216	BLUFFDALE	84065
33044030420000	BLDG		13865 S 2700 W # 214	BLUFFDALE	84065
33044030430000	BLDG		13865 S 2700 W # 215	BLUFFDALE	84065
33044030440000	BLDG		13865 S 2700 W # 301	BLUFFDALE	84065
33044030450000	BLDG		13865 S 2700 W # 302	BLUFFDALE	84065
33044030460000	BLDG		13865 S 2700 W # 303	BLUFFDALE	84065
33044030470000	BLDG		13865 S 2700 W # 304	BLUFFDALE	84065
33044030480000	BLDG		13865 S 2700 W # 305	BLUFFDALE	84065
33044030490000	BLDG		13865 S 2700 W # 306	BLUFFDALE	84065
33044030500000	BLDG		13865 S 2700 W # 307	BLUFFDALE	84065
33044030510000	BLDG		13865 S 2700 W # 308	BLUFFDALE	84065
33044030520000	BLDG		13865 S 2700 W # 309	BLUFFDALE	84065
33044030530000	BLDG		13865 S 2700 W # 310	BLUFFDALE	84065
33044030540000	BLDG		13865 S 2700 W # 311	BLUFFDALE	84065
33044030550000	BLDG		13865 S 2700 W # 312	BLUFFDALE	84065
33044030560000	BLDG		13865 S 2700 W # 313	BLUFFDALE	84065
33044030570000	BLDG		13865 S 2700 W # 314	BLUFFDALE	84065
33044030580000	BLDG		13865 S 2700 W # 315	BLUFFDALE	84065