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Recorder, Salt Lake County, UT
SMITH KNOWLES PC
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**SECOND AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

For
The Belvedere
In Salt Lake County, Utah

THIS SECOND AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BELVEDERE (this "Declaration") is hereby adopted by The Belvedere Association, Inc. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Salt Lake County Recorder's Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Salt Lake County, Utah and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

(B) On or about September 29, 1978, a Declaration and Bylaws of The Belvedere ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office as Entry No. 3175940, in Book 4747, at Page 1498.

(C) On or about February 15, 1979, an Amended Declaration – The Belvedere ("Amended Declaration") was recorded in the Salt Lake County Recorder's Office, in Book 4814 at Page 791 as Entry No. 3237344.

(D) On or about August 21, 1997, Amendments to the Amended By-Laws of the Belvedere Association ("Amendment to the Bylaws") was recorded in the Salt Lake County Recorder's Office in Book 7739 at Page 1003 as Entry No. 6720484.

(E) Various amendments to the Amended Declaration have been recorded pursuant to Section 19 of the Amended Declaration for the purpose of combining Units.

(F) A CRSA Belvedere Condominiums Master Plan report was performed in 2017 ("CRSA Report"). The CRSA Report contains information regarding the architectural design and maintenance. Until updated or replaced, the Association will rely upon this report to guide its decisions with respect to maintenance and Unit or building Improvements that may impact the historical or architectural nature of the building. Any modifications to the Units or Building must be approved in advance and shall be required to preserve the historical nature of the building and

fulfill any requirements to remain on the City's historical registry.

(G) On or about August 17, 2005, Articles of Incorporation for the Association were filed notwithstanding a provision in the Amended Declaration providing that the Association is an unincorporated association. Since 2005, the Association has been operating as an incorporated association pursuant to the Utah Revised Non-profit Corporation Act. One of the purposes of this Declaration is to specifically allow the incorporation of the Association and to acknowledge and ratify the prior incorporation of the Association, as well as actions by the corporation. As long as the Owners are organized as a nonprofit corporation, the "Association" shall refer to the Belvedere Association, Inc., the nonprofit corporation in existence when this Declaration is recorded. Membership in the Association (however organized or if not organized) shall include each Owner in the Property. The Association may be incorporated as a nonprofit corporation and any organization of the Association, as well as any contracts, agreements, easements, conveyances, leases, decisions and other actions entered into or taken by the Board of Directors on behalf of the Association prior to the adoption of this Declaration are hereby ratified, accepted, and acknowledged, respectively, as a valid incorporation of the Association and as valid acts of the Association. If the Owners are ever organized as another type of entity, the lawful name of the organized entity shall be used by the Association. If the Belvedere Association, Inc., corporation is dissolved for any reason and the Owners act as a group without legal organization, "Association" as used in the Declaration shall refer to the Belvedere Association, an association of Owners under the Utah Condominium Ownership Act. The name of the Association, as provided for herein, shall be the name in which contracts shall be entered into, title to property shall be acquired, held, dealt in, and disposed of; bank accounts shall be opened; and suits shall be brought and defended by the Board of Directors on behalf of the Association.

(H) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation for The Belvedere Association, Inc. ("Articles") with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(I) The Association and its Members desire that the Board amend the Amended Bylaws for the Association, included with the Amended Declaration, and hereby authorize and approve the recording of the Second Amended & Restated Bylaws of The Belvedere Association, Inc., a copy of which is attached hereto as **Exhibit "B"** ("Bylaws"), which shall be recorded in the Salt Lake County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with the requisite approval required by the Amended Bylaws and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws. These Bylaws hereby amend, replace and supersedes the Amended Bylaws, Amendments to the Bylaws and all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(J) The Association and its Members, consistent with the Amended Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes the Amended Declaration and all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(K) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Property. Common Areas and Limited Common Areas are those areas that are depicted as Common Areas and Limited Common Areas in the recorded Plat(s), as well as any future recorded Plat(s), or as described in this Declaration.

(L) Pursuant to the Utah Condominium Ownership Act, Utah Code § 57-8-39(1), Owners of record holding not less than sixty-seven percent (67%) of the total aggregate interest of ownership in the Common Areas and Facilities of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

CERTIFICATION

By signing below, the Board hereby certifies that the above described approval was obtained, approving and consenting to the recording of this Declaration, Bylaws and filing of the Articles.

(M) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Condominium Act, Utah Code Ann. § 57-8-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(N) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Unit located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and its successors in interest; and may be enforced by the Association.

- (O) These Recitals are made a part of this Declaration.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Utah Condominium Act, Utah Code Ann. Sections 57-8-101 *et seq.*

(B) “Allocated Interest” shall mean the undivided interest of an Owner (expressed as a percentage in **Exhibit “C”** to this Declaration) in the Common Areas and facilities, which is also utilized for purposes of calculating Assessments and voting rights in the Association.

(C) “Assessment” shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee or other charge.

(D) “Articles” shall mean the Articles of the Association, as amended from time to time.

(E) “Association” shall mean Association, as set forth in Recital G, and as the context requires, the officers or directors of that Association.

(F) “Board” or “Board of Directors” shall mean the duly elected and acting Board of Directors of The Belvedere Association, Inc. (which shall also be synonymous with “Management Committee” as utilized in the Act.)

(G) “Bylaws” shall mean the Second Amended & Restated Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit “B”**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(H) “City” shall mean Salt Lake City, Utah and its appropriate departments, officials and committees.

(I) “County” shall mean Salt Lake County, Utah and its appropriate departments, officials and committees.

(J) “Common Areas” shall mean and refer to all property in the Project owned in common by the Owners including, but not limited to, the following items:

- i) All Common Areas and facilities designated as such in the Plat(s) or in this Declaration;¹
- ii) All property and Improvements included within the Project that are not part of a Unit or Limited Common Area;
- iii) All foundations, columns, girders, beams, supports, supporting walls, main walls, exterior walls, roofs, subfloors, halls, corridors, lobbies, stairs, and fire escapes;
- iv) Storage areas not assigned to individual Units;
- v) Elevators and related equipment;
- viii) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners;
- ix) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to two or more Units;
- x) The Project's outdoor facilities, lobby, walkways entrance, grounds, courtyards, benches, parking areas (if any), and sidewalks;
- xi) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of the Owners; and
- xii) Provided, however, that certain utility installations may be dedicated to the City and, if so, this definition shall not be construed to exclude the City from the ownership, maintenance, and control of such applicable utilities.

(K) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) managing, operating, insuring, improving, repairing, replacing and maintaining the any Limited Common Area that is the responsible of the Association; (C) providing facilities, services and other benefits to Owners as set forth in this Declaration; (D) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (E) levying, collecting and enforcing the assessments, charges, fines, penalties and liens imposed pursuant hereto; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(L) "Declaration" shall mean this Second Amended & Restated Declaration of Covenants, Conditions and Restrictions for The Belvedere together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(M) "Governing Documents" shall mean this Declaration, Bylaws, Articles, Plat,

¹ The Board may adopt Rules and Regulations with regard to the use and reservation of Association conference or meeting rooms.

Rules, and any other documents or agreements binding upon an Owner.

(N) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, Units, walkways, stairways, retaining walls, landscaping, decks, patios, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

(O) "Limited Common Areas" shall mean all property designated on the recorded Plat or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Units but fewer than all of the Units, such as private balconies and assigned storage areas.

(P) "Manager" shall mean any entity or person engaged by the Board of Directors to manage the Project.

(Q) "Member" shall mean and refer to every person who holds membership in the Association, including an Owner and the Declarant, as set forth herein.

(R) "Owner" shall mean the person or persons having title to any Unit. Owner shall mean the person holding fee simple title and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. In addition, Owner may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Notwithstanding the foregoing, an Owner may designate only one natural person to serve as its agent at any one time.

(S) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(T) "Plat(s)" or "map(s)" shall mean an official and recorded plat of The Belvedere, including all subsequent phases when recorded, as approved by the City and recorded in the office of the Salt Lake County Recorder, as it may be amended from time to time.

(U) "Property" shall have the meaning set forth in the recitals.

(V) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(W) "Subdivision" or "Project" shall mean all phases of The Belvedere and all buildings, Units, Common Areas, Limited Common Area, and other property within the Subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(X) "Subdivision Improvements" shall mean all improvements to be installed outside the boundaries of Units or within easements as identified on the Plats that are necessary to provide public road access and/or private road access and utility service to the Units, and including other construction work required to comply with any conditions of City or County or other governmental agencies to the approval of the Subdivision or any Plat(s) thereof.

(Y) "Unit" shall mean any numbered Unit shown on any official and recorded Plat(s) whether or not it contains an Improvement and shall include all mechanical equipment and appurtenances located within any one Unit serving that Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, electrical panels, air conditioning apparatus, furnaces, radiators, stoves, fixtures and the like shall be considered part of the Unit, as shall all drywall, insulation, floors, ceilings, windows, window frames, window wells, skylights, exterior glass, doors, doorframes, door locks, door bells, door knobs, patio doors, and similar components. All pipes, wires, conduits, or other public utility lines or installations constituting a part of the Unit or serving only the Unit, and any other property of any kind, including fixtures and appliances within any Unit, which are within the Unit but 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. In addition, all decorated interiors and all surfaces of interiors and any other material constituting any part of the finished surfaces shall be part of the Unit. The Unit shall extend to the center of the walls shared with any abutting Unit, which center shall form the boundary of the Units sharing that wall.

ARTICLE II EASEMENTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Unit. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for access, and utility easements for use in common with others.

2.2 Easement Concerning Limited Common Area. The Association shall have a non-exclusive drainage and public utility easement and an easement for maintenance in and to the Limited Common Area. With the exception of the rights and easements granted to the Association, the Owner(s) of a Unit shall have the exclusive use of all Limited Common Area appurtenant to their Unit.

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

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area.

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across the Common Areas for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service.

2.4 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof. 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.

2.5 Easements for Encroachments. If any part of the Common Area or Limited Common Area now existing upon any Unit or hereinafter constructed by Association encroaches upon a Unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area or Limited Common Area improvement on any Unit shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Unit or upon any portion

of the Common Area or Limited Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Units, Common Area and Limited Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

- (a) For inspection during reasonable hours of the Units, Common Area and Limited Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;
- (b) For inspection, maintenance, repair and replacement of portions of the Common Area and Limited Common Area;
- (c) For correction of emergency conditions on one or more Units or on portions of the Common Area and Limited Common Area;
- (d) For the purpose of enabling the Association or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;
- (e) For inspection during reasonable hours of the Units, Common Area and Limited Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

2.7 Easements to and Funds Generated from Common Areas or Association Owned Property. The Board shall have authority to enter in to lease agreements with utility providers to utilize space on the building roof and may utilize any such funds received toward the Common Expenses or reserves for the Association. In addition, any funds generated from renting/reserving of Association meeting rooms by Owners or residents or from leasing Association owned Units may also be utilized for Common Expenses or reserves.

ARTICLE III

UNITS, COMMON AREAS & LIMITED COMMON AREAS

3.1 Description of the Building & Units. The building has a lobby floor and eight full floors above the lobby floor, including recreational/conference rooms.

- (a) At the time of recording this Declaration, there are currently 135 units in the building.
- (b) Units on the ground floor shall only be used for commercial purposes.
- (c) Units above the ground floor (floors 1-8) shall only be used for residential

- purposes.
- (d) The building is constructed of concrete and brick.
 - (e) All Units shall be capable of being independently owned, encumbered and conveyed. The Owner or Owners of each Unit shall be entitled to the exclusive possession and control of such Unit, subject to the rights of the Association set forth in the Governing Documents. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.2 Ownership of Common Areas. The Common Areas shall be owned by the Owners of all of the Units as tenants in common. A percentage of undivided interest in the Common Areas shall attach to each Unit, as set forth in **Exhibit "C"**. Upon any conveyance or transfer of a Unit, the undivided interest in Common Areas attributable to such Unit shall automatically be conveyed or transferred with the Unit. No undivided interest in Common Areas may be transferred or conveyed separate or apart from the Unit to which the undivided interest is attributable. Each Owner shall have a license to use all of the Common Areas, subject to the terms and conditions of the Governing Documents.

3.3 Shares of Common Expenses. Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated among all Units as set forth in **Exhibit "C"**, as amended.

3.4 Limited Common Areas. Limited Common Area shall be used exclusively by the Unit to which such Limited Common Area is appurtenant and may not be severed from the ownership of the Unit, including such items any assigned storage areas and adjacent balconies. The Association may make specific assignment of storage areas by Rule.

3.5 Modification to Units. Without prior, written approval from the Board, an Owner may not make any repairs, modifications or alterations to any part of the exterior of a Unit or building. Similarly, without prior, written approval from the Board, an owner may not conduct any interior remodels of the Unit that impact existing walls, structures or other items that may impact the integrity of the Unit, such as: walls, shared walls, shared roofing and similar structures. This provision is not intended to prevent an owner from decorating, painting, or conducting similar activities without the prior written permission of the Board. The Board may require that such modification or repairs be made in a particular manner and with qualified persons to maintain conformity within the Project consistent with the CRSA Report and historical designation.

- (a) Without prior approval of the Board, none of the following shall occur at any time: (1) any use of the Common Area or Limited Common Area for staging, storage, assembly, or construction, (2) any nuisance as established by law or by the Governing Documents, (3) any blocking of the Common Area by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling.

(b) The Board shall have no authority to approve of any remodeling: (1) inconsistent with the Governing Documents, CRSA Report and historical designation (2) that modifies the exterior dimensions of any Unit from the original construction (unless any such modification is approved of as otherwise provided herein), or (3) that would cause unsafe conditions.

(c) All remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building codes, laws, and the manufacturer's specifications for any materials, equipment, and fixtures and consistent with the CRSA Report.

(d) The Association may require indemnification agreements from an Owner with respect to any approved modification that impacts the roof of other shared components.

(f) The Association may retain professional as needed and impose additional requirements to maintain the historical designation of the building. The Association may adopt policies and procedures with respect to the application process for modification to the Unit or building.

3.6 Combination of Units. Upon approval of the Association and consistent with the requirements set forth in Article 3.5, as well as other rules and policies adopted by the Association with regard to combination of Units, an Owner of two or more adjoining Units, with approval, may combine the Units. Such combination, depending on the precise layout could contain the inclusion of certain adjacent Common Area/Limited Common Area such as hallways and similar spaces to avoid unnecessary and/or dead-end hallways or other related concerns. All costs and expenses required in such supplement or amendment shall be borne by the Owner of the combined Units. An approved combination shall be accompanied by an amendment or supplement to the Declaration upon completion of the combined Unit.

(a) Upon completion of the combined Unit, the Board shall have the authority to record a supplement or amendment to the Declaration to reflect the modification of the percentage of undivided interest in the Common Areas and square footage as a result of the combination reflected in **Exhibit C**. The percentage of undivided interest in the Common Areas and facilities appurtenant to all other Units shall not be changed.

(b) Any common walls separating the Units (and any included hallway space) to be combined shall, after the combination, be deemed to be part of the resulting combined Unit and shall not, with the exception of utilities or other facilities serving more than the resulting combined Unit, be thereafter considered part of the Common Areas.

(c) The Association may determine the Unit number in conjunction with recording the amendment or supplement.

- (d) The same procedures apply for separation of previously combined Units.

ARTICLE IV

MAINTENANCE OF COMMON AREAS, LIMITED COMMON AREAS AND UNITS

4.1 Maintenance of Common Areas. Except as otherwise provided in this Declaration, the Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the Improvements and any landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate, including, but not limited to, the following:

- (a) Roofs, rain gutters, and down spouts;
- (b) Outside exterior surfaces of building;
- (c) Chimneys and chimney caps (if any);
- (d) Foundations;
- (e) Structural components, including, but not limited to: exterior or bearing walls or walls that are common to two or more Units;
- (f) Infrastructure, pipes, water, and utility lines that service all the Units;
- (g) Hallway lights;
- (h) Community mailboxes, if any;
- (i) Walkways and sidewalks;
- (j) Private utility lines/infrastructure that serves more than one Unit;
- (k) The Association shall make reasonable and prudent efforts for snow from the entryway. Owners shall be responsible for any private balconies and shall take reasonable precautions with respect to ice and ice accumulation.

4.2 Maintenance of Limited Common Areas. The Association shall be solely responsible for the maintenance, repair and replacement of Limited Common Areas, such as storage areas, awnings and private balconies, including any painting, terra cotta repairs, awning/canvas repairs, and/or other upkeep of the Limited Common Areas. However, Owners with the exclusive use of any Limited Common Areas shall keep their designated Limited Common Areas in an orderly and broom clean condition. Owners with the exclusive use of any Limited Common Areas shall not make any modification to any of the structural elements of the Limited Common Areas without the Association's written permission.

4.3 Owner's Responsibility for Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace such Owner's Unit and the Improvements constituting a part thereof, in good order and repair, including:

- (a) Unit;
- (b) Back patio door (if any), door frame, door knob, doorbells, and door lock, including any intentional harm, neglect or damage that needs to be repaired with the door, door frames, door handles and locks;

- (c) Finished interior of the Unit, including: flooring, tiles, wallpaper, paint, carpet, wood, fireplaces, other material comprising finished interior floors, walls or ceilings;
- (d) Drywall, wallboard, insulation and similar materials within a Unit;
- (e) Skylights, windows, window wells, window sills, window frames, glass, screens, and patio doors;
- (f) Sewer and drainage pipes, wiring, power, water and other utility lines contained within their Unit or serving only their Unit;
- (g) Any of the following located wherever they might be located (inside or outside of the Unit) that serve an Owner's Unit exclusively: lighting fixtures (including lighting attached to exterior walls), fans, plumbing fixtures (other than pipes located outside of a Unit and that do not exclusively serve that Unit), stoves, refrigerators, hot water heaters, radiators, air conditioning units (including compressors, condensers, ducting, and forced air units). Intercoms, security systems, water spigots and bibs, vents, chimneys and fireplaces, and such other appliances, fixtures, and decorations, as an Owner may install as permitted in this Declaration;
- (h) The Owner shall be responsible for keeping the Unit and Improvements thereon in a clean and sanitary condition, free leaks, mold and conditions impacting other Units or the building, including but not limited to pests and rodents, and uncluttered. Each Owner shall keep the interior of his Unit, including without limitation all interior walls, doors, windows, ceilings, floors, and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a good state of repair. The Board of Directors may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed in any Limited Common or storage areas, which may include a prohibition on leaving, installing or storing any items in such places.

4.4 Repairs by Association. In the event that an Owner permits his Unit or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Unit and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Unit and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Unit in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

4.5 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Board, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage, before re-construction begins. Such temporary measures may be taken without the consent or approval of the Board, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances will permit. Unless delayed by City/County approval or insurance carrier approval, no damaged structure will be permitted to remain on any Unit for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE V MEMBERSHIP

5.1 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 has an ownership interest in a Unit and such membership shall automatically terminate when the Owner cease to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Person in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

ARTICLE VI VOTING

6.1 Voting. The Association shall have one class of voting. Owners shall be entitled to vote in accordance with their Allocated Interest. In order to be eligible to vote, an Owner must be current on all Assessments and charges at least 30 days in advance of the meeting, ballot or vote.

ARTICLE VII HOMEOWNER ASSOCIATION

7.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project, and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Unit, and is transferable only in conjunction with the transfer of the title to the Unit. The Association shall serve as the organizational body for all Owners.

7.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Unit; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Unit(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Unit as necessary to carry out its functions. Assessments shall be levied against all Units in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) Assessments. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment fails due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the

grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) **Special Assessment.** The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas.

(c) **Individual Assessment.** The Association may levy individual assessments on every Unit, Owner or occupant that shall cause any damage to the Project or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) **Reserve Fund Assessment.** The Association may levy a reserve fund assessment, as set forth in this article.

(e) **Misc. Assessment.** The Association may levy other assessments or fees, as authorized by the Governing Documents.

(f) **Association Assessments.** The Association shall be exempt from assessments for any Unit owned by the Association.

7.4 **Budget.** The Board is authorized and required to adopt a budget annually, which shall be presented to the Owners.

(a) The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budget.

(b) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

(c) Unless otherwise established by the Board, regular Assessments shall be

paid in equal monthly installments.

(d) The Association shall not borrow money without the approval of at least fifty-one percent (51%) of the Owners.

(e) The budget may be disapproved if, within 45 days after the meeting wherein the Board presented the adopted budget to the Owners, there is a vote of disapproval by at least 51% of the Owners at a Special Meeting called for that purpose. If a budget is disapproved, the budget shall return to the last approved budget.

7.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing or restoring Common Area and Limited Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (a) The Board may not use money in a reserve fund:
 - (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Unit occurs in the amount of up to one half of one percent (.5%), as determined by the Board. This Reinvestment Fee shall be independent of other authorized fees with regard to move in/move out or account set up costs.

7.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Unit on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

7.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Unit for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

7.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

7.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas and Limited Common Areas; (b) the use of any facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; (f) standards in running and operating meetings, communications with professional managers and the community, and (g) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

7.12 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his/her account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Unit Owner's sale of his/her Unit, the Association may charge a fee not to exceed \$50.

7.13 Availability of Documents. The Association shall make appropriate documents available to Owners (and their lenders, insurers and/or authorized agents) consistent with the Act and the Utah Revised Non-Profit Act. The Board may adopt a record retention policy to govern its record retention procedures.

7.14 Indemnity of Association Board and Officers. The Association will indemnify the officers, agents and Board of the Association against any and all claims arising against them personally which are a result of the good faith exercise of the powers, duties and responsibilities of their office under the Governing Documents.

7.15 Election, Notice of Election, Notice of Meeting and Special Meetings. Election procedures and notice of any meeting shall be conducted as set forth in the Articles of Incorporation and Bylaws of the Association.

7.16 Number of Board, Term of Office. The appointment, election and term of the Members of the Board are set forth in the Bylaws and Articles. Members of the Board of Directors may serve consecutive terms, and may also serve as officers of the Association.

7.17 Independent Accountant/Bookkeeper. The Association may retain the services of an independent accountant or bookkeeper to assist the Board of Directors and officers to maintain accurate financial records of the Association.

ARTICLE VIII
NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

8.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by: suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

8.2 Due Date, Charges & Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th of each month. The Board may charge a late fee in an amount set by the Board, for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances at 18% per annum. The Board may also impose other reasonable charges imposed by a Manager related to collections.

8.3 Lien. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

8.4 Foreclosure. The Association shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged had such Unit not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

8.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Unit(s), and/or other obligees jointly and severally.

8.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit, the amount of any assessment that is more than sixty (60) days past due.

8.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Unit(s).

ARTICLE IX
SUBORDINATION OF LIEN TO INSTITUTIONAL
FIRST AND SECOND MORTGAGES

9.1 The lien of assessments, including interest, late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale or transfer.

ARTICLE X
USE LIMITATIONS & RESTRICTIONS

10.1 The purpose of the Property is to provide commercial space on the lobby level and residential housing on floors one through eight for Owners and residents.

10.2 The Units on the lobby level shall be permitted to be used for commercial purposes as permitted by the zoning laws and regulations of City; provided, however, that these commercial Units shall not be used in such a ways as to cause noise, odors, or lack of security which would unreasonable interfere with the quiet enjoyment of the residential Units on the other floors.

10.3 An Owner shall not obstruct the Common Areas. A Unit owner shall not place or store anything within the Common Areas or Limited Common Areas that violated rules and polices established by the Association for items allowed in the Common Areas or Limited Common Areas.

10.4 An Owner shall not permit anything to be done or kept in his Unit or in the Limited Common Areas that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

10.5 The Board or its designee shall approve all signs of any kind that will be displayed to the public view from a Unit.

10.6 An Owner shall not permit any animals of any kind to be raised, bred, or kept in his Unit or the Project, except for service and support animals as defined by law.

10.7 An Owner shall not permit any obnoxious or offensive activity or nuisance to be carried on in his Unit or in the Common Areas or Limited Common Areas appurtenant to his Unit.

10.8 An Owner shall not alter, construct in, or remove anything from the Common Areas, except with the prior written consent of the Board or its designee.

10.9 An Owner shall not violate any of the rules and regulations.

10.10 Single Family. Except for those commercial units located on the ground floor, all Units shall be used only for single-family residential purposes. "Single Family" shall mean and refer to a group of natural persons residing in the same residential structure and maintaining a common household related to each other by blood, adoption or marriage, or a group of unrelated individuals of not more than four persons per Unit.

10.11 Licensed Contractor. No Improvement may be constructed, remodeled on any Unit except by a licensed contractor, duly qualified and licensed by the appropriate governmental authorities.

10.12 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the Board.

10.13 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out on any Unit or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of nearby Units. No Owner or occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule or regulation of any local, county, state or federal body.

10.14 No Hazardous Activity. No activity may be conducted on any Unit that is, or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

10.15 Garbage & Recycling. The storage, collection and disposal of garbage, recycling, rubbish and trash shall be in strict compliance with applicable laws and the Rules of the Board.

10.16 No Annoying Lights. No outdoor lighting shall be permitted except for lighting that is designed to aim downward and reasonably limit the field of light to the confines of the

Unit on which it is installed.

10.17 Vehicles & Parking. If parking facilities or options are (or become) available to the Association and its Owners/residents, the Board may by rule adopt procedures and policies with regard to parking.

10.18 Exterior Antennas and Satellite Dishes. Prior, written approval from the Board as to the location of any new satellite dishes, antennas, cables and related hardware is required. The exterior of the buildings shall remain consistent with the historical designation and CRSA Report, as allowed by law.

10.19 Energy Conservation Equipment. No solar energy device, solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed within on the Common Areas or Limited Common Areas. Notwithstanding, the Association can consider rooftop application for the benefit of the Owners.

10.20 Exterior Decorations. No exterior decoration may be placed on the Common Area. The Association may adopt rules with regard to decorations in the Limited Common Areas.

10.21 Window Treatments. Shades, awnings, window guards, ventilators, fans or air conditioning devices shall not be used or attached on the exterior of the buildings unless approved by the Board.

ARTICLE XI RENTAL/LEASE RESTRICTIONS

11.1 Short Term Rentals. Daily, nightly, weekly or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Units shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national or local providers.

- (a) An Owner may not rent less than the entire Unit.
- (b) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least one (1) year, unless approved by the Board. The Owner and tenant may negotiate the terms of any continuous month to month tenancy following the required initial term for that tenant. The agreement shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

ARTICLE XIII
INSURANCE

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. 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.

As used in this Article:

- (1) "Covered Loss" means a loss, resulting from a single event or occurrence that is covered by the Association's property insurance policy.
- (2) "Unit Damage" means damage to a Unit.
- (3) "Unit Damage Percentage" means the percentage of total damage resulting in covered loss that is attributable to Unit Damage.

In the event of a covered loss, Owner(s) shall pay their portion of any Association deductible in accordance with that Unit's Unit Damage Percentage.

13.2 Property Insurance.

(a) Hazard Insurance.

(i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas Units, buildings and other facilities.

(1) At a minimum, any required blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and storm water run-off, if reasonably available; and (2) all perils normally covered by "special form" property coverage.

(2) Any 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 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.

(b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may nonetheless, if approved by a majority of Owners, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(c) Earthquake Insurance. The Association may nonetheless, if approved by a

majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

(d) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep 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.

(e) 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 the Association need not tender the claim to the Association's insurer.

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, 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) covering all claims for death of or injury to any one person or property damage in any single occurrence.

13.4 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 Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees;
- (b) Include coverage for monetary and non-monetary claims;
- (c) Provide for the coverage of claims made under any fair housing act or Similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide 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.

13.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

- (a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and

- (b) Provide coverage for theft or embezzlement of funds by:
 - (i) Officers and Board of Directors member of the Association;
 - (ii) Employees and volunteers of the Association;
 - (iii) Any manager of the Association; and
 - (iv) Officers, directors and employees of any manager of the Association.

13.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. 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 proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy or permit anything to be done or kept in or about the Unit that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

13.8 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.

13.9 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

ARTICLE XIV DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and/or Limited Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and

adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and/or Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and/or Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

14.2 Any damage or destruction to the Common Areas and/or Limited Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas and/or Limited Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

14.3 In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas and/or Limited Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas and/or Limited Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

ARTICLE XV **DISBURSEMENT OF PROCEEDS**

15.1 If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Areas and/or Limited Common Areas shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner(s) shall be retained by and for the benefit of the Association and placed in a capital improvements and/or reserve account.

ARTICLE XVI **REPAIR AND RECONSTRUCTION**

16.1 If the damage or destruction to the Common Areas and/or Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds

are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVII
CONDEMNATION

17.1 Whenever all of any part of the Common Areas and/or Limited Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of members representing at least sixty-seven percent (67%) of the total Association vote by any authority having the power of condemnation or eminent domain), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: if the taking involves a portion of the Common Areas and/or Limited Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Owners representing at least sixty-seven percent (67%) of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas and/or Limited Common Areas to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If the taking does not involve any improvements of the Common Areas and/or Limited Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance, and is subject to abatement by the Association or by any other Owner.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by an Owner or by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

18.2 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

18.3 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

18.4 No Representations and Warranties. Each Owner and occupant understands, agrees, and acknowledges through taking title or residing in the Project that the Declarant, Association and the Board have not made any representations or warranties of any kind related to the Project and that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Project.

18.5 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration, the Plat, the Articles, Bylaws, and then the Rules.

18.6 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than fifty-one (51%) percent of the eligible Allocated Interest. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

18.7 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Unit in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provision of this Declaration against his/her Unit, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Unit.

18.8 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

18.9 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

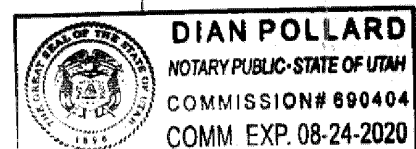
THE BELVEDERE ASSOCIATION, INC.

By: John T. Armstrong
Its: Management Committee Member

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 20 day of July, 2020 personally appeared before me _____, who being by me duly sworn, did say that he is a Management Committee Member of the Belvedere Association, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

Dian Pollard
Notary Public



THE BELVEDERE ASSOCIATION, INC.

[Signature]
By: Dean Thompson
Its: Management Committee Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 20 day of July, 2020 personally appeared before me Dian Pollard, who being by me duly sworn, did say that he is a Management Committee Member of the Belvedere Association, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

THE BELVEDERE ASSOCIATION, INC.

Rebecca Mitchell
By: Rebecca Mitchell
Its: Management Committee Member

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 20 day of July, 2020 personally appeared before me Dian Pollard, who being by me duly sworn, did say that he is a Management Committee Member of the Belvedere Association, Inc. a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

[Signature]
Notary Public

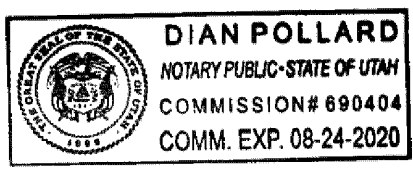


EXHIBIT "A"
THE BELVEDERE
LEGAL DESCRIPTION

Parcel Nos.:

16-06-103-0020000	16061030490000	16061030890000
16061030030000	16061030500000	16061030900000
16061030040000	16061030510000	16061030930000
16061030050000	16061030520000	16061030940000
16061030060000	16061030530000	16061030950000
16061030070000	16061030540000	16061030960000
16061030090000	16061030550000	16061030970000
16061030100000	16061030560000	16061030980000
16061030110000	16061030570000	16061030990000
16061030120000	16061030580000	16061031030000
16061030130000	16061030590000	16061031060000
16061030140000	16061030600000	16061031070000
16061030150000	16061030610000	16061031080000
16061030160000	16061030640000	16061031090000
16061030180000	16061030650000	16061031100000
16061030190000	16061030660000	16061031110000
16061030200000	16061030670000	16061031120000
16061030210000	16061030680000	16061031130000
16061030220000	16061030690000	16061031140000
16061030230000	16061030700000	16061031150000
16061030240000	16061030710000	16061031170000
16061030250000	16061030720000	16061031180000
16061030260000	16061030730000	16061031190000
16061030270000	16061030740000	16061031220000
16061030310000	16061030750000	16061031230000
16061030320000	16061030760000	16061031240000
16061030330000	16061030770000	16061031250000
16061030340000	16061030780000	16061031260000
16061030350000	16061030790000	16061031290000
16061030360000	16061030810000	16061031300000
16061030370000	16061030820000	16061031310000
16061030410000	16061030830000	16061031320000
16061030420000	16061030840000	16061031330000
16061030450000	16061030850000	16061031340000
16061030460000	16061030860000	16061031350000
16061030470000	16061030870000	16061031400000
16061030480000	16061030880000	16061031410000

16061031420000	16061031690000	16061031780000
16061031430000	16061031700000	16061031810000
16061031500000	16061031710000	16061031820000
16061031620000	16061031720000	16061031830000
16061031630000	16061031730000	16061031840000
16061031640000	16061031740000	16061031850000
16061031650000	16061031750000	
16061031660000	16061031760000	
16061031680000	16061031770000	

COMMON AREA:

Parcel No. 16061030010000

COMMENCING 36 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 5, BLOCK 74, PLAT "A" SALT LAKE CITY SURVEY, RUNNING THENCE NORTH 95.5 FEET, THENCE EAST 165.0 FEET, THENCE SOUTH 105.5 FEET TO THE NORTH LINE OF SOCIAL HALL AVE., THEN NORTH 81°15'14" WEST 65.76 FEET, THEN WEST 100.0 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ALL OF THE UNITS AS CONTAINED WITHIN THE BELVEDERE CONDOMINIUM, A UTAH CONDOMINIUM PROJECT AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED ON SEPTEMBER 29, 1978 IN SALT LAKE COUNTY, AS ENTRY NO. 317939, IN BOOK 78-9, AT PAGE 283 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED AND IN THE DECLARATION RECORDED ON SEPTEMBER 29, 1978 IN SALT LAKE COUNTY AS ENTRY NO. 3175940 IN BOOK 4747 AT PAGE 1498 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

EXHIBIT B
BYLAWS

**SECOND AMENDED & RESTATED BYLAWS
OF THE BELVEDERE ASSOCIATION, INC.**

The following are the Second Amended & Restated Bylaws of The Belvedere Association, Inc. ("Bylaws"), a Utah nonprofit corporation (the "Association"). These Bylaws shall replace any prior bylaws, whether or not recorded, and any amendments thereto, through the date these Bylaws are recorded with the Salt Lake County Recorder. Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

RECITALS

- A. The Association adopted Enabling Bylaws in conjunction with the Enabling Declaration on September 29, 1978, as Entry No. 3175940.
- B. The Enabling Bylaws were superseded and replaced by the Amended Bylaws, which were recorded, with the Amended Declaration The Belvedere February 15, 1979, as Entry No. 3237344.
- C. Thereafter, Amendments to the Amended Bylaws were adopted and recorded on August 21, 1997, as Entry No. 6720484.
- D. Pursuant to Article 10 of the Amended Bylaws, the Association received approval from no less than 67% of the total aggregate interest in the Common Areas and facilities of the Association approving and consenting to the adoption and recording of these Bylaws.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Second Amended & Restated Declaration of Covenants, Conditions & Restrictions for The Belvedere of even date and recorded in the Official Records of the Salt Lake County Recorder's Office (hereinafter referred to as the "Declaration").

ARTICLE II - MEETINGS OF OWNERS

Section 2.1 Annual Meetings. An annual meeting of the Owners shall be held no less than once each calendar year at a location and time designated by the Board of Directors ("Board")¹. The Board may set the date, time and location of the annual meeting in accordance with Section 2.3 below.

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least fifty-one

¹ The term "Board of Directors" or "Board" shall be synonymous with the term Management Committee, as the same is utilized in the Utah Condominium Ownership Act.

percent (51%) of the total Allocated Interest. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

Section 2.3 Notice of Meetings. Unless an Owner requests in writing that all notices be provided to said Owner by U.S. mail, all notices shall be given by, or at the direction of, the Board via email or other electronic communication. Notice shall be provided at least ten (10) days before a meeting, but no more than sixty (60) days, to each Owner at the email or electronic address provided by the Owner. Said notice is effective upon sending the email or electronic communication. Notices provided by U.S. mail shall be sent via U.S. First Class Mail and effective upon deposit in the mail. Such notice shall specify the location, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Upon becoming an Owner of the Association, or upon the written request by the Association, Owners shall provide a valid email address or other requested electronic information for purpose of notification related to the Association unless the Owner has opted out by providing a written request for notice by U.S. Mail.

Section 2.4 Quorum. Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The proxy form provided with any notice of meeting may also provide any additional requirements and a deadline to return proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Unit. If conflicting proxy votes for an Owner or Unit exist, said proxy votes will not be counted. Further, a proxy may not designate the owner, officer, employee, member, representative or other affiliate of the property management company representing the Project to represent or vote on behalf of any Owner.

Section 2.6 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at an Association meeting.

Section 2.7 Action Taken Without a Meeting. Under the direction of the Board, any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting

power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

Ballots shall set forth each proposed action and provide the option of voting for or against each proposed action. The ballot must specify the period of time, up to 90 days, during which the Association shall accept written ballots. Following this period, the Association shall provide notice if such action was approved.

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good standing and eligible vote. The number of votes for each Unit shall be in accordance with an Owner's Allocated Interest, as set forth in the Declaration.

Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such Person(s) is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Unit may not be divided between Owners of such Unit. If the vote of a majority of the Owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

ARTICLE III BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of five (5) individuals ("Board"). Members of the Board of Directors shall serve for a term of two years; provided, however, that initially, the Board shall identify two of the five members of the Board to serve for a one-year term. The other three members shall serve for a two-year term. Thereafter, all members elected each year shall serve for a two-year term. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal. Any change in the number of Directors may be made only by amendment of these Bylaws.

Section 3.2 Eligibility. All members of the Board shall be an Owner or an Owners' spouse or legal partner. Notwithstanding, only one member of a single household can be a member of the Board at any one time. Further, if a member of the Board is absent for

three consecutive Board Meetings, a majority of the remaining Board members may elect to remove such member from the Board.

- a. As set forth in Article 1(R) of the Declaration, "Owner" may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner's agent to serve and act in the Owner's place. Thus, a designated natural person for such legal entity may serve as a Director.

Section 3.3 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors and shall serve for the unexpired term of his predecessor. A board member that fails to attend three consecutive board meetings may be removed and replaced by the Board.

- a. Notwithstanding the above, if a Director has three consecutive and unexcused absences from scheduled Board Meetings, the Board may elect to remove said Director from the Board.

Section 3.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for actual and approved expenses incurred in the performance of his duties.

Section 3.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 3.6 No Estoppel or Reliance. No one may rely upon any authorization (from the Board or otherwise) contrary to the terms and conditions of the Governing Documents regardless of circumstances. No claim of estoppel, waiver or similar equitable claims or defense may be raised by anyone related to any alleged reliance.

Section 3.7 Records Retention. The Board shall take appropriate action to develop, implement and update procedures for record retention. The Board should maintain documents in a manner to be easily accessible and copied. The Board may budget specifically for this expense and may seek the advice of consultants in developing retention procedures.

**ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS**

Section 4.1 Nomination. Nomination for election to the Board may be made by the Board or by Owners from the floor at the annual meeting.

Section 4.2 Election. The election of Directors may be by written ballot, which need not, but may be, secret, as determined at the discretion of the Board. The persons receiving the largest number of votes shall be elected. Cumulative voting is not authorized.

**ARTICLE V
MEETINGS OF THE BOARD**

Section 5.1 Regular Meetings. Regular meetings of the Board shall be held at least quarterly, or more frequently as determined by the Board. All notices shall be provided by email or other electronic means. Directors are required to provide an email or electronic address for purposes of notice of Board meetings. Notice shall be provided at least five (5) days before a meeting, but no more than thirty (30) days.

Section 5.2 Special Meetings. When, in the discretion of the President or two members of the Board, circumstances require that a meeting be held sooner than the required five (5) five' notice for a regular meeting, a special meeting may be called by the President or by any two (2) Directors, after not less than twenty-four (24) hours' notice to each Director.

Section 5.3 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 Conduct of Meetings. The Board, or its authorized representatives, shall preside over all meetings. The Secretary or other authorized person shall keep and maintain minutes of all meetings. The Board may adopt further policies and procedures with regard to conduct at a Board meeting.

Section 5.5 Action Taken Without a Meeting. The Directors may take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 5.6 Owner Attendance at Board Meetings. Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or

questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

- (a) Following any executive session, the Board shall provide in the minutes any final decisions made during the executive session. Final decisions shall not include ongoing strategy or legal advice and/or discussion or other legally protected discussions.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD

Section 6.1 Powers and Duties. The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association in accordance with the provisions of the Governing Documents and Utah law. The Board may delegate its authority to manager(s), subject to any limitations or provisions contained in the Governing Documents.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, vice-president, secretary, treasurer, and member at large, as further designated by the Board.

Section 7.2 Election of Officers. The election/appointment of officers shall take place at the first Board meeting following the annual meeting of the Owners. Officers shall serve in their office for a period of one (1) year. Notwithstanding, nothing in these Bylaws prevent an officer or directors from being re-elected to their respective positions.

Section 7.3 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. Appointed Officers may be removed by the Board with or without cause.

Section 7.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to any Director or to any Manager. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced by a majority of the Board of Directors at any time, with or without cause. In the event of death, resignation or removal of an officer, his successor shall be selected by the Board and shall serve for the unexpired term of his predecessor.

Section 7.5 Duties. The Board may adopt policies and resolutions to define the respective duties of Directors and Officers.

ARTICLE VIII - CONTRACTS, LOANS & INVESTMENT

Section 8.1. Contracts. The Board may authorize any officer(s), agent(s), to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association, and such authority may be general or confined to specific instances.

Section 8.2 Loans. Any loan entered into by the Association must be in accordance with the Declaration.

Section 8.3 Deposits & Investments. Association funds may only be deposited into institutions that are federally insured and shall be in accounts that identify the Association as holder of such accounts. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total eligible membership Allocated Interest prior to the investment.

ARTICLE IX - COMMITTEES

Section 9.1 Committees. The Board may appoint such committees as deemed appropriate in carrying out its purposes. A committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee at any time.

ARTICLE X - MISCEANLEOUS

Section 10.1 Waiver of Procedural Irregularities. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of asserting persons present, in the method of making decisions, or in the method of accepting or counting votes shall be deemed waived under the following circumstances:

- (a) If the objecting person was in attendance at the meeting and the issue upon which the objection was based was perceptible and no objection to the particular procedural issue was made at the meeting.
- (b) If the objecting person was not in attendance at the meeting but had proper notice of the meeting.
- (c) If the objecting person was not in attendance at a meeting and had actual notice of the meeting before it occurred.
- (d) If the objecting person who was not in attendance at the meeting and did not have proper or actual notice fails to assert the objection within 30 days of receiving notice of the circumstances giving rise to their objection.

Section 10.2 Requirements for Objections. All objections except those made at a meeting shall be in writing. Whenever made, objections must specifically describe the circumstances giving rise to the objection and reference the specific provision of the Governing Documents or law that is alleged to have been violated, with a brief statement of the facts supporting the claimed violation.

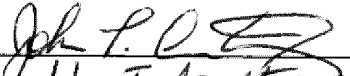
Section 10.3 Irregularities that Cannot Be Waived. Any irregularity that is the result of fraud or that was done knowingly and intentionally in violation the Governing Documents or Utah law.

Section 10.4 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.


Section 10.5 Amendment. Any amendment to these Bylaws shall require the unanimous consent of the Board and the consent of at least fifty-one percent (51%) of the total eligible Allocated Interest. An amendment to these Bylaws shall be effective immediately upon recordation in the Salt Lake County Recorder, State of Utah.

The foregoing Bylaws are adopted by the undersigned and made effective upon recordation in the Office of the Salt Lake Recorder, State of Utah.


THE BELVEDERE ASSOCIATION, INC.
a Utah non-profit corporation


By: John T. Armstrong
Its: Board Member

THE BELVEDERE ASSOCIATION, INC.
a Utah non-profit corporation


By: Hanna Thompson
Its: Board Member

THE BELVEDERE ASSOCIATION, INC.
a Utah non-profit corporation


By: Rebecca Mitchell
Its: Board Member

STATE OF Utah
COUNTY OF Salt Lake) ss.

**NOTARIAL CERTIFICATE
OF
ACKNOWLEDGMENT**

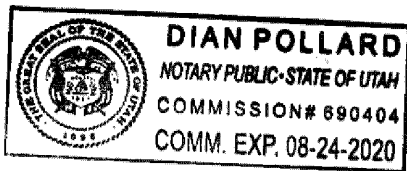
On this 30 day of July, 2020, before me, Diane Pollard,
Day Month Year Printed Name of Notary Public

the undersigned notary public, personally appeared Rebecca Mitchell,
Printed Name(s) of Signer(s)
Hanna Thompson, John Armstrong

- personally known to me - or -
- proved to me on the basis of satisfactory evidence
 - form(s) of identification _____
 - credible witness(es) _____

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same voluntarily for the purpose expressed therein.

WITNESS my hand and official seal.



(Seal)

Diane Pollard
Signature of Notary Public

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Second Amended & Restated Bylaws of the Belvedere Association, Inc. containing 8 pages, and dated July 20th, 2020.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: The Belvedere Condominium
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Notary Journal Entry	
<input type="checkbox"/> The details surrounding this notarial event are described in my notary journal:	
Volume	_____
Page #	Entry/Row # _____
Notary Contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

EXHIBIT “C”

ALLOCATED INTEREST

Unit No.	Square Footage	% of Ownership in Common Areas & Facilities	No. of Votes Per Unit
101	491	0.5726	57
102	371	0.4326	43
103	1647	1.9205	192
105	553	0.6449	64
106	552	0.6437	64
107 ²	618	0.7293	73
108	713	0.8314	
109	336	0.3918	
110	401	0.4676	
111	571	0.6658	
112	735	0.8571	
113	395	0.4606	
114	368	0.4291	
115	544	0.6344	
116	556	0.6483	
117	713	0.8314	
118	441	0.5142	
201	491	0.5726	
202	371	0.4326	
203	702	0.8186	
204	765	0.8921	
205	553	0.6449	
206	552	0.6437	
207	718	0.8372	
208	618	0.7206	

² Unit 107 is owned by the Association at the time of recording of this Declaration. So long as Unit 107 is owned by the Association, it shall be exempt from Assessments.

209	336	0.3918	
210	401	0.4676	
211	460	0.5364	
212	839	0.9784	
213	395	0.4606	
214	368	0.4291	
215	544	0.6344	
216	556	0.6483	
217	718	0.8372	
218	441	0.5142	
301	491	0.5726	
302	371	0.4326	
303	702	0.8186	
304	765	0.8921	
305	553	0.6449	
306	552	0.6437	
307	713	0.8314	
308	618	0.7206	
309	336	0.3918	
310	401	0.4676	
311	571	0.6658	
312	735	0.8571	
313	395	0.4606	
314	368	0.4291	
315	544	0.6344	
316	656	0.7649	
317	618	0.7206	
318	441	0.5142	
401	491	0.5726	
402	371	0.4326	
403	702	0.8186	
404	1013	1.1812	
405	291	0.3393	
406	552	0.6437	
407	718	0.8373	
408	954	1.1124	
410	401	0.4676	
411	571	0.6658	
412	735	0.8571	
413	395	0.4606	

414	368	0.4291	
415	544	0.6344	
416	656	0.765	
417	618	0.7206	
418	441	0.5142	
501	491	0.5726	
502	371	0.4326	
503	702	0.8186	
504	765	0.8921	
505	553	0.6449	
506	552	0.6437	
507	660	0.7696	
508	613	0.7148	
509	336	0.3918	
510	401	0.4676	
511	571	0.6658	
512	735	0.8571	
513	395	0.4606	
514	368	0.4291	
515	544	0.6344	
516	556	0.6483	
517	718	0.8372	
518	441	0.5142	
601	862	1.0052	
603	702	0.8186	
604	704	0.8209	
605	553	0.6449	
606	552	0.6437	
607	718	0.8372	
608	618	0.7206	
609	336	0.3916	
610	1700	1.9824	
613	395	0.4606	
614	912	1.0635	
616	556	0.6483	
617	718	0.8373	
618	441	0.5142	
701	491	0.5726	
702	371	0.4326	

703	702	0.8186	
704	744	0.8676	
705	553	0.6449	
706	552	0.6437	
707	618	0.7206	
708	344	0.4011	
708A	369	0.4303	
709	336	0.3918	
710	401	0.4676	
711	460	0.5364	
712	1234	1.4389	
714	368	0.4291	
715	544	0.6344	
716	368	0.765	
717	618	0.7206	
718	441	0.5142	
801	862	1.0052	
803	702	0.8186	
804	991	1.1556	
806	848	0.9888	
807	718	0.8373	
808	618	0.7206	
809	336	0.3918	
810	401	0.4676	
811	1279	1.4915	
813	395	0.4606	
814	368	0.4291	
815	544	0.6344	
816	656	0.7649	
817	618	0.7206	
818	441	0.5142	
001	2535	2.956	
002	1781	2.0769	
004	2436	2.8406	
007	1021	1.1905	