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10/19/2020 1:28:00 PM \$180.00  
Book - 11041 Pg - 4817-4893  
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**THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
WHITE MAPLE PLACE CONDOMINIUMS  
(INCLUDING BYLAWS)**

Located approximately

3760 South 900 East  
Millcreek, Utah 84106

THIS DOCUMENT IS KNOWN AS THE

**CC&Rs**

**COVENANTS, CONDITIONS, & RESTRICTIONS**

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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
WHITE MAPLE PLACE CONDOMINIUM**

A. THIS FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM for White Maple Place Condominium is made on the date evidenced below by the White Maple Place Condominium Association, a domestic nonprofit corporation (the “Association”), established to govern the common affairs of the Association’s members and enforce the covenants, conditions, restrictions and rules of the Association.

B. This Amended and Restated Declaration of Condominium including Bylaws supersedes and replaces the Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for White Maple Place Condominium recorded November 12, 1996, as Entry No. 6502746, records of the Salt Lake County Recorder, in its entirety and including all subsequent amendments or supplements thereto (the “Original Declaration”) and including the Bylaws attached to the Original Declaration.

C. Pursuant to Article 16, Section 16.3 of the Original Declaration, at least sixty seven percent (67%) of the voting interests have affirmatively approved the adoption of this document.

D. This Amended and Restated Declaration of Condominium including Bylaws shall be binding upon all real property described in **Exhibit A – Legal Description** attached hereto and it is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the property or any unit in the property regime created by this Declaration, that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial in all of the described units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire property and upon each such unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the property or any security interests therein without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of units under security instruments.

E. White Maple Place Condominium, a Utah condominium project, has been and continues to be submitted to Utah Condominium Ownership Act, Utah Code Ann. §57-8-1 et seq. (the “Act”), as amended from time to time, with the rights, privileges and obligations as set forth herein and in the Act.

## ARTICLE I - DEFINITIONS

The following words when capitalized in this Declaration shall have the following meanings:

**1.1 “Act”** means the Utah Condominium Ownership Act (Section 57-8-1 et seq., Utah Code Annotated, 1953), as the same may be amended from time to time.

**1.2 “Assessment”** means any charge imposed or levied by the Association on or against an Owner or Unit pursuant to the terms of this Declaration, the Bylaws or applicable law.

**1.3 “Association”** means and refers to the White Maple Place Condominium Association, a Utah nonprofit corporation, and its successors and assigns, or all of the Unit Owners acting as a group in accordance with the Declaration and Bylaws.

**1.4 “Board of Directors” or “Board”** shall mean and refer to the Board of Directors of the Association vested with the authority to manage the Community and to enforce this Declaration, Bylaws and Rules and Regulations. The term Board of Directors is synonymous and interchangeable with the term “Board of Directors” as that term may be used in the governing documents of the Association or the Utah Nonprofit Corporation Act.

**1.5 “Bylaws”** means the Bylaws of the Association, as they may be amended from time to time and are attached hereto in their current form as **Exhibit H – Bylaws**.

**1.6 “Common Area”** means, refers to, and includes: (a) The real property, excluding all Units as defined herein, and interests in the real property which this Declaration submits to the terms of the Act; (b) The real property, excluding all Units as defined herein, and interests which comprise the Project; (c) All common areas and facilities designated as such on the Plat Map and elsewhere herein; (d) All Limited Common Areas and facilities (except when the context otherwise requires for maintenance or use purposes); (e) All foundations, roofs, columns, girders, beams, supports, including balcony support beams and structures, and perimeter walls constituting a portion of or included in the improvements which comprise a part of the Project; (f) All installations for and all equipment connected with the furnishing of the project’s utility services, such as electricity, gas, water and sewer, except as otherwise provided herein; (g) In general, all apparatus, installations and facilities included within the Project and existing for common use; (h) The Project’s outdoor lighting, fences, landscape, sidewalks, parking spaces, driveways and roads; (i) All portions of the Project not specifically included within the individual Units; (j) All other parts of the project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management; (k) All common areas as defined in the Act, whether or not enumerated herein, but excluding Limited Common Areas when the context requires for maintenance or use purposes.

**1.7 “Common Expenses”** means and refers to sums which are required by the Board of Directors to affect the purposes of the Association and to perform or exercise its functions, duties, or rights under the Act and the Governing Documents.

**1.8 “Community”** means all of the land described in the Plat.

**1.9 “Community Wide Standard”** means the standard of conduct, maintenance, or other activity generally prevailing in the community, as set forth in this Declaration, the Bylaws and as defined by the Board of Directors from time to time.

**1.10 “Eligible Holder”** shall mean any holder, insurer, or guarantor of a first Mortgage who makes a written request to the Association to receive any of the notices provided to Eligible Holders under this Declaration. The written request shall state the name and address of the Eligible Holder and the Unit number to which the Eligible Holder’s mortgage interest applies.

**1.11 “Governing Documents”** shall mean and refer to a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including Articles of Incorporation, Bylaws, Plat, this Declaration, and Rules and Regulations.

**1.12 “Improvements”** means every structure or improvement of any kind, including but not limited to landscaping, Units, balconies, decks, porches, awnings, fences, garages, carports, driveways, storage compartments or other products of construction efforts on or in respect to the Property (but does not include any exterior antenna or satellite dish authorized in accordance with the Declaration).

**1.13 “Limited Common Areas”** means all of the real property identified as limited common area on the plat map for the Project and maintained pursuant to the terms of this Declaration and shall include parking stalls assigned to specific Units and the following, if designated to serve a single Unit but located outside the Unit’s boundaries: yards, trees, landscaping, patios, entrance ways, shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, fences, storage areas, atriums, an exterior door, an exterior window, and any other fixture, as may be set forth more fully in Article II, Section 2.4 below. Limited Common Areas are Common Areas limited to the use of certain Units to the exclusion of other Unit Owners.

**1.14 “Manager” or “Managing Agent”** shall mean and refer to the person or entity that may be retained from time to time by the Association to manage the Property at the option and according to the direction of the Board of Directors.

**1.15 “Mortgage”** means any mortgage or deed of trust encumbering any Unit and any other security interest existing by virtue of any other form of security instrument or arrangement, provided that such mortgage, deed of trust or other form of security instrument, and an instrument evidencing any such other form of security arrangement, has been recorded among the Recorder’s Office.

**1.16 “Mortgagee”** means the person or entity secured by a Mortgage.

**1.17 “Notice”** including any requirements for notice hereunder shall be defined and carried out as set forth in the Bylaws.

**1.18 “Owner”** means the person, persons or other entity owning any Unit, as such ownership is reflected in the records of the County Recorder but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Unit.

**1.19 “Percentage Interest”** means and refers to the percentage of undivided ownership interest of each Unit Owner in the Common Areas and is calculated by dividing each Unit’s

square footage by the total square footage of all of the Units in the Association. The “Percentage Interest” of each Unit is set forth in **Exhibit C – Unit Numbers, Square Footage, and Undivided Interests in Common Areas** attached hereto.

**1.20 “Plat” or “Plat Map” or “Record of Survey Map”** (these terms may be used interchangeably herein) means the record of survey map recorded at the County Recorder's Office and any plats recorded among the Recorder's Office in substitution therefor or amendment thereof.

**1.21 “Property” or “Project”** means the White Maple Place Condominium, including all of the real property described in the Plat and all Units and Common Area.

**1.22 “Quorum of Board Members”** means the number of directors or Members that when duly assembled at a meeting or when represented by casting a written ballot in an action without a meeting is legally competent to transact business.

**1.23 “Rules, Regulations and Resolutions”** means and refers to those rules, regulations and Resolutions adopted by the Board of Directors from time to time that are deemed necessary by the Board for the enjoyment of the Property and Community.

**1.24 “Single Family”** shall mean: (a) one or more persons related by blood, marriage, adoption, or legal guardianship, including foster children, plus not more than two additional unrelated persons living together as a single housekeeping unit in a Unit; or (b) a group of not more than four persons not related by blood, marriage, adoption, or legal guardianship living together as a single housekeeping unit in a Unit; or (c) two unrelated persons and their children living together as a single housekeeping unit in a Unit.

**1.25 “Unit”** means and refers to a separate physical part of the Property intended for independent use and ownership, consisting of rooms and spaces located within a building structure. Subject to this section, each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes shown on the Plat, and all interior partitions and other fixtures and improvements within such boundaries shall be part of the Unit. Mechanical equipment and appurtenances located within any one Unit or located outside of said Unit but designated and designed to serve only that specific Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning or air cooling apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of floors and ceilings; all lath, furring, wallboard or drywall, plasterboard, plaster, paneling, tiles, wallpaper, paint, flooring, carpeting and tile. Balcony floorings and railings (but not the underlying balcony beams and structure) shall be considered part of the Unit. The vertical boundaries of each Unit shall be the interiors of the unfinished walls located on the perimeter lines of the respective Units as shown on the Plat. All windows and doors form part of the vertical boundaries of a Unit, including thresholds and door jams; all pipes, drains, shut-off valves, breaker boxes, wires, conduits, public utility lines or installations serving only a specific Unit; and any structural features or any other property of any kind, including fixtures and appliances within any Unit which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the structure or building within which the Unit is situated shall be considered part of the Unit.



**1.26 “Unit Number”** shall mean the number, symbol, or address that identifies one Unit in the Community.

## **ARTICLE II - PROPERTY DESCRIPTION**

**2.1 Property Subject the Declaration, Bylaws and the Act.** The Project has been and is hereby again submitted to the Act and shall be transferred, held, sold, conveyed, used, occupied and improved subject to, and the rights and obligations of all parties interested in the Project shall be governed and controlled by, this Declaration, the Governing Documents, and all agreements, decisions and determinations made by the Board or Association, and the Act and any amendments thereto as codified from time to time, and, to the extent that the Governing Documents are or become inconsistent with the provisions of any future amendments to the Act, the Act, as amended, shall control. This Declaration and covenants, conditions and restrictions herein shall run with the land and shall be binding upon each and every party which shall at any time have any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and to any other person who may in any manner use the Property or any part thereof submitted to the provisions of this Declaration, and shall inure to the benefit of the Association each Owner thereof.

**2.2 Description of Improvements.** The significant improvements within the Project consist of 5 building(s) of masonry and frame construction containing 80 residential Units, and other improvements as shown by the Plat.

**2.3 Description and Legal Status of Units.** The Map shows the Units and building designations, their locations, dimensions from which its areas may be determined, those Limited Common Areas which are reserved for such use, and the Common Areas to which it has immediate access. All Units are residential Units. All Units shall be capable of being independently owned, encumbered, and conveyed.

2.3.1 Covered Parking Spaces. The parking space or spaces set forth in **Exhibit D – Covered Parking Stalls (in Stall Number Order)** and **Exhibit E – Covered Parking Stalls (in Unit Address Order)** are designated for the respective Unit by corresponding number, and shall be an exclusive Limited Common Area and Facility for the Unit and such Owner. No parking space may be transferred apart from the Unit. The Board may grant use of an undesignated parking space to an Owner for a nominal monthly fee to offset the maintenance costs of the space as an exclusive Limited Common Area. The granting of the use of an undesignated parking space to an Owner does not constitute ownership of the parking space by the Owner, nor a guarantee of permanent use of the parking space by the Owner. An Owner who has use of an undesignated parking space may not transfer the use to another Owner. Only the Board may grant use of, or transfer the use of, an undesignated parking space.

2.3.2 Garages. The garages set forth in **Exhibit F – Garages** are designated for the respective Unit by corresponding number and shall be an exclusive Limited Common Area and Facility for the Unit and such Owner. An assignment of use of a garage entitles the perpetual use of a Garage to the Unit Owner, but does not convey ownership of the garage, since all exclusive Limited Common Areas and Facilities are owned by the HOA. Such use of a garage

may only be transferred to another Unit within the condominium. The Board may charge a nominal monthly fee to an Owner who has use of a garage to offset the maintenance costs of the garage as an exclusive Limited Common Area.

## **2.4 Description of Limited Common Areas.**

2.4.1. Parking. The parking space or spaces, and garages set forth on **Exhibit D, Exhibit E, Exhibit F** and **Exhibit G** are designated for the respective Unit by corresponding number and shall be an exclusive Limited Common Area for the Unit and such Owner.

2.4.2. Patios, Balconies, Entryways, Fireplaces, and Storage Areas. The patio, balcony (balconies), exterior screens and shutters, entryway, fireplace (including firebox and flue), and storeroom, if any, which are adjacent to each respective Unit as set forth and depicted on the Plat shall be exclusive Limited Common Areas for the Unit.

**2.5 Ownership Interest in Common Areas, Percentage Interests.** Neither the percentage interest in the Common Areas nor the right of exclusive use of the Limited Common Areas shall be separated from the Unit to which it appertains, and even though not specifically mentioned in the instrument of transfer, the percentage interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate. The proportionate share of the Unit Owners in the Common Areas is based on the square footage that each of the Units bears to the total square footage of all Units. Garages are not included in the square footage of the unit. The common profits of the Property shall be distributed among and the voting rights shall be available to, the Unit Owners according to their respective percentage or fractional undivided interests in the common areas and facilities.

**2.6 Form of Unit Conveyance - Legal Description of Unit.** Each conveyance or installment contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Record of Survey Map with appropriate reference to said Map and to this Declaration, as each shall appear on the records of the County Recorder, and in substantially the following form:

Unit \_\_\_ in Building \_\_ shown on the Record of Survey Map for White Maple Place Condominiums, a Utah condominium project, appearing in the records of the Salt Lake County Recorder as Entry No. 6502745, in Book 96-11P, at Page 369 of Plats, and as further defined and described in the Declaration of Condominium appearing as Entry No. 6502746 in Book 7532 at Page 1035, as recorded in the official records of the Salt Lake County Recorder on November 12, 1996, as amended. Together with an undivided interest in and to the Common Areas appertaining to said Unit as established in said Declaration, as may be amended, and the Map. This conveyance is subject to the provisions of the aforementioned Declaration, including any amendments thereto.

The exclusive right to use and occupy the Limited Common Area covered parking Stall \_\_\_, [and Garage \_\_ ] which is appurtenant to said unit as described in Exhibits D, E, F, & G in this Amended and Restated Declaration of Condominium.

**2.6 No Right of First Refusal.** The right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction.

### ARTICLE III - RESTRICTIONS ON USE

#### 3.1 Animals.

3.1.1. No more than one(1) dog, two(2) domestic cats, or other household pets approved by the Board shall be kept within a Unit. Dogs must be kept on a leash or in a carrier when outside of a Unit. Owners shall be responsible for immediate removal of wastes of their animals from the Property, including Limited Common Areas. Subject to each Owner's right to keep pets as set forth hereinabove, the Board shall have the express authority and right to promulgate rules, beyond those stated herein, restricting the keeping of pets.

3.1.2. No animals may be raised, bred, kept, permitted, or maintained for any commercial purpose within any Unit except dogs and cats may be kept as provided above, and except other household pets as allowed by the Board provided that they are not kept, bred, or maintained for any commercial purpose or in any unreasonable numbers.

3.1.3. Those animals which are permitted shall not cause any noise or disturbance that would be deemed a nuisance to other Owners, residents within the Community, or the Association. Any inconvenience, damage or unpleasantness caused by such pets shall be the responsibility of the respective Owners thereof.

3.1.4. Upon violation of this Section, an Owner may be required to remove a pet, without compensation to the Owner. If the Owner fails to comply, in addition to other remedies that may be available, the Board of Directors may levy fines or apply for appropriate judicial relief.

#### 3.2 Leasing of Units.

Consistent with the provisions of the Declaration and the Utah Condominium Act, the leasing and renting of Units by Owners shall be in accordance with the terms herein.

The terms "leasing," "lease," "renting," "rent," or "rental" used in reference to any Unit within the Association shall mean and refer to the granting of a right to use or occupy a Unit to any person or entity for a specific term or indefinite term (with rent stated on a periodic basis), in exchange for the payment of rent (money, property or other goods or services of value); but shall not mean nor include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

3.2.1. Restrictions. All Owners and units shall be subject to the following restrictions (subject to Section B below):

(a) Rental Cap. It is hereby amended and agreed that no more than **thirty percent (30%)** of the Units (which is no more than 24 Units), may be rented at any given time, except as provided within this document or as may be required by law ("Rental Cap").

(b) No Owner shall be allowed to rent or lease their Unit until such time as Unit has been **Owner-occupied for no less than twelve (12) consecutive months**. “Owner-occupied” for purposes of this Section means a Unit that is owned by an Owner without a renter or tenant present, whether or not the Owner actually occupies the Unit.

(c) No Owner may lease or rent less than their entire Unit, and no Owner may lease or rent any Unit for a period of less than **twelve (12) consecutive months**.

(d) No short term, daily, weekly or monthly rentals are permitted including, but not limited to, nightly or other short-term rentals through programs such as VRBO, Airbnb, or similar arrangements. Individual room rentals are not permitted, unless and only as long as the Owner also resides in the Unit.

(e) Any Owner allowing a non-owner occupant to occupy his or her Unit shall be responsible for the occupant’s compliance with the Declaration, Bylaws and Rules.

3.2.2. Exemptions. The following Unit Owners and their respective Units, upon proof sufficient to the Board of Directors, are **exempt** from the rental cap limit outlined herein below unless otherwise stated:

- (a) A Unit Owner in the military for the period of the Unit Owner’s deployment;
- (b) A Unit occupied by a Unit Owner’s parent, child, or sibling;
- (c) A Unit Owner whose employer has relocated the Unit Owner for two (2) years or less; **or**,
- (d) A Unit owned by an entity that is occupied by an individual who:
  - (i) Has voting rights under the entity’s organizing documents; and
  - (ii) Has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
- (e) A Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
  - (i) A current resident of the Unit; or,
  - (ii) The parent, child, or sibling of the current resident of the Unit.

3.2.3. Multiple Unit Ownership. An Owner is not eligible to rent more than one unit until the pending applications of:

(a) All Owners who are not currently renting or leasing unit have been approved; and

(b) All Owners who are currently renting or leasing fewer units than the applicant have been approved.

3.2.4. Application and Approval. Owners desiring to rent or lease their units shall submit a written application to the Board of Directors (and/or its agent). Additionally, the Owner shall submit to the Board of Directors within ten (10) days of occupancy by the tenants, the names of those occupying the Unit. The Board of Directors shall monitor and make a determination of whether the rental or lease will exceed the Rental Cap.

(a) The Board of Directors shall:

(i) Approve the application if it determines that the rental or lease will not exceed the Rental Cap; or

(ii) Deny the application if it determines that the rental or lease of the Unit will exceed the Rental Cap.

(b) Applications from an Owner for permission to rent or lease shall be reviewed and approved or denied by the Board of Directors as set forth in this subsection.

(i) The Board of Directors shall review applications for permission to rent or lease in chronological order based upon the date of receipt of the application. Within ten (10) business days of receipt, the Board of Directors shall approve or deny an application as provided herein and shall notify the Owner within fifteen (15) business days of receipt of the application if permission is not given and the reason for the denial.

(ii) If an Owner's application is denied, the applicant may be placed on a waiting list according to the date the application was received so that the Owner whose application was earliest received will have the first opportunity to rent or lease, subject to subsection D of this Section.

(iii) The Board of Directors is authorized to adopt, by Board of Directors rule, procedures and policies that govern the creation, organization and process to implement the above-mentioned waiting list. Said procedures may be modified from time-to-time by the Board of Directors to fairly implement the waiting list program described herein.

(c) An application form, the application approval process, a waiting list, and any other rules deemed necessary by the Board of Directors to implement this section shall be established by rules or resolution adopted by the Board of Directors consistent with this Declaration and to ensure the consistent administration and enforcement of the rental restrictions contained herein.

(d) All Owners shall provide the Board of Directors with a copy the executed lease, which shall be kept on file with the books and records of the Association so that the Association may determine the number of Units rented or leased. The Lease Agreement shall be on a form prescribed by resolution of the Board of Directors.

(e) If an Owner fails to submit the required application, fails to use and submit a copy of the Lease Agreement and rents or leases any Unit, and/or rents or leases any Unit after the Board of Directors has denied the Owner's application, the Board of Directors may assess fines against the Owner or Tenant (as may be consistent with Utah law, Utah Code §57-8-8.1) and the Owner's Unit in an amount to be determined by the Board of Directors pursuant to a schedule of fines adopted by resolution.

In addition, regardless of whether any fines have been imposed, the Board of Directors may proceed with any other available legal remedies, including but not limited to an action to, terminate the rental or lease agreement and removal of any tenant or lessee.

(f) The Association shall be entitled to recover from the offending Owner its costs and attorney's fees incurred for enforcement of this Section regardless of whether any lawsuit or other action is commenced. The Association may assess such costs and attorney's fees against the Owner and the Lot as an assessment pursuant to the Declaration.

3.2.5. Grandfathering Clause. All Owners of record prior to the recordation of this amendment currently renting or leasing their Unit, or continue to rent or lease their Unit, for as long as they own the Unit, until such time as title to the Unit changes, for whatever reason, unless an exemption (above) is required. At such time title changes, the "grandfathered status" is lost. However, notwithstanding the grandfather provision above, if a Grandfathered Owner fails to re-let their unit within ninety (90) days of the expiration or termination of a rental or lease agreement by any tenant, then the Grandfathered Owner and unit shall lose their grandfathered status and become subject to the Rental Cap expressed above and shall apply to the Board of Directors for permission to rent or lease the unit.

3.2.6. Lease Agreement. Rental and lease agreements shall comply with this subsection.

(a) The Owner shall provide the tenant or lessee with a copy of the Declaration, the Bylaws, including any relevant amendments to such documents, and all rules and regulations then in effect and shall take a receipt for delivery of the documents. In the event any such documents are amended, revised, changed, or supplemented by the Association, the Owner shall provide the tenant or lessee with a copy of the amendments, revisions, changes, or supplements within ten (10) calendar days of adoption by the Association, its Board of Directors, or its membership.

(b) Upon the commencement of the rental or lease period, the Owner shall provide the Association with a signed copy of the Approved Lease Agreement.

3.2.7. Remedies. In addition to any other remedies available to the Association, the Board of Directors may require the Owner to terminate a lease or rental agreement if the Board

of Directors determines that any lessee or tenant has violated any provision of this Declaration, the Articles of Incorporation, the Bylaws, or any amendments thereto, or the rules and regulations adopted thereto. If an Owner fails to correct any such violations related to their tenants or fails to terminate the lease pursuant to the above, the Owner hereby grants the Board of Directors standing to initiate eviction proceedings against their tenant and considers the Association a third-party beneficiary to its rental/lease agreement.

3.2.8. Additional Rules. The Board of Directors is authorized to promulgate additional rules, procedures and requirements regarding rentals and the rental process as it deems necessary from time to time to give effect to, or further clarify, this amendment.

(a) Fines, Sanctions and Attorney's Fees. The Board of Directors shall have the power to enforce the Association's governing documents, including by obtaining injunctive relief from the courts, by issuing fines, by terminating any common service paid for as a common expense, and by utilizing any other remedy authorized by law or the governing documents in order to maintain and operate the project and to enforce these rental restrictions. The Association shall be entitled to its attorney's fees and costs in any action to enforce the terms of this Amendment or its rules.

(b) Lease Payments by Tenant to Association. If an Owner who is renting his or her Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Board of Directors may demand that the tenant, and the tenant thereafter shall, pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid in accordance with the procedures established by law, and such amounts shall be the personal obligation and debt of the tenant to the Association, jointly and severally with the Owner.

(c) Hardship Exemptions to Rental Prohibition. The Board of Directors shall have the sole discretion to allow rentals that would otherwise exceed the rental cap stated herein upon the showing of an undue hardship by the requesting owner. The Board of Directors shall state the terms and duration of the hardship exemption granted and cause the owner to sign an agreement to such terms. No hardship exemptions are guaranteed, nor may this Section be relied on by any owner that such an exemption will be granted. Examples (but not requirements) for the need to rent based on a hardship exception may include issues such as disability, unemployment, charitable service, or other similar situations.

3.2.9. Limitation of Unit Ownership.

In order to help assure that Units within the Association qualify and are eligible for loans on the secondary and primary mortgage market, as also may be required by Fannie Mae, Freddie Mac and/or the Federal Housing Administration, which helps with the ability to purchase or securitize mortgages within the Association, no single entity (the same individual, investor group, entity, partnership, or corporation) may own more than 10% of the total number of units within the Association at any given time.

Should this provision be violated, the Association, through the Board of Directors, shall be able to enforce this restriction to protect the interests of the Association and its members, with or without legal action as deemed necessary, and the offending purchaser/owner shall be responsible for all costs and attorney fees associated with said enforcement.

**3.3 Residential Use.** The use of each Unit is restricted to single family occupancy and accessory uses as permitted herein. Units shall be used for residential purposes in accordance with, and subject to, the Governing Documents. No trade, craft, business, profession, commercial or similar activity which causes additional and burdensome pedestrian or vehicular traffic or creates a sight or noise nuisance (all as determined solely by the Board) shall be conducted in any Unit or in any other portion of the Project.

**3.4 Temporary Structures.** No structure or building of a temporary character, including a tent or shack, shall be placed upon the Condominium or used therein unless the same and its proposed use are approved by the Board. However, a properly used and maintained storage shed, which remains in good condition and repair, may be placed on a patio or balcony.

**3.5 Offensive Activities, Prohibited Behavior and Use.** No noxious, offensive or unsightly conditions, including, but not limited to, the placement or storage of inoperable vehicles, car parts and appliances, or activities shall be permitted in any Unit or portion of the Common Areas, nor shall anything be done in or placed upon any Unit or Common Area which interferes with or jeopardizes the enjoyment of other Units or which is a source of annoyance to a number of residents. Residents may not disturb other residents and shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, amplifiers and any other device that emits sound. Residents may be fined for this and other offensive behavior. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Nothing shall be done or kept within any Unit or on the Common Areas which will increase the cost of insurance to the Association or to other Owners or which will result in cancellation of insurance on any Unit.

**3.6 Rubbish and Trash.** No garbage, trash, or other waste may be kept or maintained on any part of the Property except in a sanitary container as specified by the Association.

**3.7 Parking and Use of Covered Parking, Uncovered Parking, and Visitor Parking.** The Association may adopt rules and regulations relating to the parking of vehicles within the Community and the use of the parking spaces identified on the Map, including, without limitation, the right to lease or license the parking spaces at the discretion of the Association, the right to boot, or cause to be booted, or to remove or cause to be removed any vehicles that are improperly parked, restrictions on the time visitor spaces may be used, and the assessment of charges to Owners and occupants who violate, or whose invitees violate, such rules. This provision may be supplemented by separate rules and regulations of the Association, including a Parking Resolution.

**3.8 Vehicles in Disrepair.** The Association may adopt rules and regulations governing and enforcing restrictions on vehicles deemed in an "extreme state of disrepair". The Board of



Directors may reasonably determine that a vehicle is in an “extreme state of disrepair” if its presence offends the occupants of a number of other Units or deters prospective purchasers of Units.

**3.9 Restrictions on Attachments.** No Unit Owner shall cause or permit anything, including, without limitations, an awning, flag, hanging plant, clotheslines, wiring, insulation, fences, awnings, ornamental screens, screen doors, porch or patio or balcony enclosures, sunshades, lighting fixtures, walls, landscaping and planting, other than those provided in connection with the original construction of the Community, and any replacements thereof, or any exterior attachments or attachments visible from outside of a Unit to hang, be erected, be displayed, or be visible or otherwise be placed on any part of the Project without the prior written consent of the Board. If the Board consents to the erection of any such attachment, the same shall be removed promptly at the request of the Board. Bikes and bike racks shall be allowed on porch, patio or balconies, so long as they do not clutter the areas.

**3.10 Oil and Mineral Activity.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of the Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be installed upon the surface of the Properties or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon the Project.

**3.11 Modifications to Unit or Common Area.** No interior changes to a Unit shall be performed unless a building permit is first obtained, if one is required by a local authority, and a copy of which is provided to the Board. No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board. No structural changes whatsoever to any Unit, and no plumbing, electrical and similar work within the Common Area, shall be commenced, erected, maintained, made or done without the prior written approval of the Board. By way of illustration but not limitation the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, and the like. No Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the property, reduce its value or impair any easement, without in every such case obtaining the consent of the other Unit Owners as required by the Act.

**3.12 Signs.** Unless written approval is first obtained from the Board, no advertisement, sign, banner or poster of any kind may be posted in or upon the Properties. Except the following may be displayed to the public view within a Unit, unless prohibited or otherwise limited by the Board : (1) not more than one “for sale” sign, not exceeding 17” by 22,” (2) political signs, (3) professional security system signs, and (4) other signs expressly allowed by the Board of Directors from time to time by rule.

**3.13 Window Covers.** Each Unit shall have window covers. Only curtains, drapes, shades, shutters, and blinds may be installed as window covers, and all such window covers shall be approved in advance by the Board. No window shall be covered by paint, foil, sheets or similar items. The Board may adopt Association Rules regulating the type, color and design of the external surface of window covers. The Board may also require use of a uniform color and

fabric for draperies, and drapery linings to the extent such are visible from outside a Unit.

**3.14 Outside Speakers and Amplifiers.** No radio, stereo, broadcast or loudspeaker units and no amplifiers of any kind shall be placed upon or outside, or be directed to the outside of, any Unit without the prior written approval of the Board.

**3.15 Antennas and Service Facilities.** Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite ("DBS") antennas (dishes) one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed only to the extent and in locations allowed herein and by local, state or federal law.

(a) Satellite dishes may only be installed inside the Owner's Unit or on Limited Common Area over which the owner has exclusive use and control under the terms of this Declaration. No Owner may install a satellite dish on the exterior, roof, or restricted areas of any building, or in the Common Area of the building or Project. No satellite dish may extend beyond balcony railings. Owners need to be aware that their Unit may not be in a proper location to receive satellite broadcast signals even if they install a satellite dish. Prior to installation, Owners should check with a qualified and reputable company to determine if they are able to receive adequate signals at their unit. Owners shall notify the Board in writing prior to any installation. Such notice shall include a description of the location for the satellite dish and the installation (attachment) method. No Owner may drill holes in walls, doors or window frames in order to install the satellite dish or run cable from the dish to the television. All installations must be performed in such a manner as not to cause legitimate safety concerns. These would include, but not be limited to, danger of falling, danger of permanent damage to the building or proximity to power lines.

(b) Owners are responsible for any injury or damage to persons or property caused by their satellite dish. All installations must be performed in complete compliance with all applicable statutes, rules and regulations. If permits are required, Owner will obtain all such permits prior to installation. These rules are meant to comply with 47 CFR § 1.4000, as may be amended from time to time. All requirements of such section are hereby incorporated herein. In the event any portion of this section is held to conflict with applicable law, those portions shall be deemed stricken and all other portions of this Installation Policy will remain in full force and effect.

(c) No portion of the Installation Policy may be waived or changed by the Board verbally. Any such waiver or change will be effective only when in writing. If any Owner receives the benefit of any waiver or change of the Installation Policy, it shall be that Owner's responsibility and obligation to keep and safeguard the written waiver or change and to produce it upon any future request of the Board.

(d) In the event of a violation of this Section, the Association may bring an action for declaratory and/or injunctive relief and the Owner is subject to a \$50.00 fine for each violation. If the violation is not corrected within a reasonable length of time as determined by the Board, additional fines of \$10.00 per day will be imposed for each day that the violation continues. The foregoing fine amounts are subject to change by resolution of the Board from time to time. The Association shall be entitled to recover its reasonable attorney's fees, costs and expenses

incurred in the enforcement of this Section.

**3.16 Clothes Lines and Materials.** No clothes lines, clothing racks, or other apparatus on which clothes, rags, or other items are exposed for the purpose of drying or airing shall be located on the Property except within a Unit or Limited Common Area screened from public view. No garments, rugs, rags, laundry, or other clothing or materials shall be allowed to hang from the windows or from any of the facades, balconies, or any other part of a Unit unless in an area screened from public view.

**3.17 Landscape Maintenance.** The Association shall have the right to maintain all landscaping in the Common Areas and Facilities and Limited Areas and Facilities as specified in Article 4 hereof. The Association shall have the right of access to all areas of the Condominium which are necessary for such landscape maintenance.

**3.18 Floor Load/No Waterbeds.** There shall be no floor load in excess of the weight for which the Unit or balcony was designed, unless special arrangements are made, and an engineering determination of floor load capacity in the area of the heavy use is approved in writing by the Association. No waterbeds are permitted to be installed, maintained, or used on the second floors of any of the Units in the Condominium.

**3.19 Architectural Control.** No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board or any committee established by the Board for that purpose. By way of illustration but not of limitation the following are considered exterior changes: painting, landscaping, repairs, excavation, patio or balcony covers, screens, doors, evaporative coolers, fireplaces, skylights, storage buildings, solar collectors, shade screens, awnings, window coating or tinting, decorative alterations or other work which in any way alters the exterior appearance of the Property which is visible to others. The Board, or committee established by the Board for that purpose, may designate the design, style model and manufacturer of any exterior improvement or alteration which is acceptable to the Board. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board, or any committee established by the Board for that purpose. By way of illustration but not of limitation the following are considered interior structural changes: moving, removing, adding or altering walls, doorways, and the like.

**3.20 Lighting.** Exterior lighting fixtures and walkway and landscaping lights shall be required for each Unit and must be illuminated from dusk to dawn each day as determined by the Board. Exterior lighting of Limited Common Areas shall be allowed only to the extent approved by the Board.

**3.21 Association Rules and Regulations.** In addition to the restrictions and requirements above, the Board of Directors from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation, aesthetics and use of the Units and Common Areas, including Limited Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property and the

accomplishment of the purposes of the Association and the Project, as determined by the Board. Reasonable fines may be levied and collected as an assessment for any violation of the Governing Documents. A schedule of fines may be adopted by the Board of Directors specifying the amounts of such fines, and any other provisions or procedures related to the levying of such fines.

**3.22 Resolutions.** Resolutions are used to enact new, or make changes to, Rules and Regulations, policies, or other important matters, etc. Resolutions require a majority vote of the Board of Directors. Resolutions must be dated and signed by the President and Secretary, and must be published, or made available to the Owners. Resolutions must also be published or made available to non-owner Residents if they are affected by the Resolution. Certain Resolutions may also need to be notarized and recorded with the Salt Lake County Recorder's Office as determined by their content.

## **ARTICLE IV - MAINTENANCE OBLIGATIONS**

### **4.1 Owner's Responsibility.**

4.1.1. Units. Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own Unit. Such obligation shall include, without limitation: (a) the maintenance of all interior and exterior doors, including thresholds and door jams, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, fireboxes of fireplaces, and any other materials constituting the finish surfaces of floors, ceilings, or interior walls (all other portions of the walls, floors, or ceilings are part of the Common Areas and Facilities); (b) repair and replacement of all window, skylights, and door glass or equivalent materials and the interior and exterior cleaning of such window, skylights, and door glass; (c) the maintenance of, in an open and unobstructed condition, all sewer and drainage pipes, water pipes and other utility lines and wires serving an Owner's respective Unit between the points at which the same enter the respective Unit and the points where the same join the utility pipes, lines, or wires serving other Units; (d) maintenance, replacement, repair and restoration of all of the following which service an Owner's Unit exclusively: lighting fixtures (except exterior building mounted lights and walkway lights which are not located within patios and balconies), fans, plumbing fixtures, stoves, refrigerators, hot water heaters, air conditioning units (including compressors condensers and forced air units), intercoms, security systems, and such other appliances, fixtures, and decorations as an Owner may install; (e) the maintenance of the Unit and all exclusive Limited Common Areas and Facilities, such as patios and balconies (including all materials above or upon the underlying balcony support structures, including floorings, railings and posts), exterior screen, shutters, and chimney flues, that are within his exclusive control in a clean and sanitary condition, free of pests and rodents, and in good order and repair, except that the sweeping and maintenance of any parking spaces and driveways that are designated as Limited Common Areas and Facilities hereunder, shall be the responsibility of the Association. An Owner may make non-structural alterations within his Unit, but an Owner shall not make any structural or exterior alterations of the Common Areas and Facilities or the Limited Common Areas and Facilities without the prior approval of the Board.

4.1.2. Limited Common Area. Each Unit Owner shall, at his or her own cost, maintain, repair and replace the Limited Common Areas appurtenant to his or her Unit and keep the same in a clean, sanitary and attractive condition at all times. Such obligation includes the care, maintenance, and replacement of plants, trees, and other landscaping located within the Limited Common Areas appurtenant to their Unit.

#### **4.2 Maintenance by Association.**

4.2.1. Maintain and otherwise manage the Common Areas and non-exclusive Limited Common Areas and Facilities, including, but not limited to, the landscaping, except as provided in Section 4.1, parking areas, streets and recreational facilities, if any, located thereon and maintain all parking areas and exterior building mounted lights not within patios and balconies, rain gutters and downspouts located on the exterior of the buildings, dryer vents and exhaust pipes, walkway and landscape area lights (located outside patios and balconies), the beams and structural support components of balconies and roofs that were installed to exclusively function as a roof, however, excluding skylights;

4.2.2. Replace injured and diseased trees or other vegetation in any Common Areas, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil or for aesthetic purposes;

4.2.3. Place and maintain upon any Common Areas, such signs, markers and lights as the Board may deem appropriate for the proper identification, use and regulation thereof, subject to the approval of the Board;

4.2.4. Pay all electrical, water, gas and other utility charges or fees for services furnished to the Common Areas as the same become due and payable except that the electrical charges for exterior lighting of each Unit and the walkways and landscape areas adjacent thereto, if any, shall be paid by each respective Unit Owner; and

4.2.5. Do all such other and further acts which the Board deems necessary to preserve and protect the Common Areas and Facilities and the beauty thereof, in accordance with the general purposes specified in this Declaration.

4.2.6. The Board shall determine, in its sole discretion, the appropriate maintenance of the Common Areas. If the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, guests, licenses, lessees, vendors, or invitees, the cost of such maintenance or repair shall be paid by such Owner, upon demand, to the Association and the Association may enforce collection of such amounts as provided herein below for the collection of Assessments.

**4.3 Owner Default in Maintenance.** Additionally, the Association, by and through the Board, may, but shall not be obligated to, assume the Owner's general maintenance responsibility over a Unit and Limited Common Area, or take such other action as necessary if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such

maintenance, or if an Owner shall fail to observe any Association covenant, restriction or rule. Before assuming such maintenance responsibility, the Board shall provide notice to the Owner of its intention to do so, and if such Owner has not commenced and diligently pursued remedial action with ten (10) days after mailing of such written notice, then the Association may proceed to maintain the Unit. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the Owner. Such expenses shall be levied and collected in the same manner as assessments pursuant to this Declaration.

**4.4 Utilities.** All utilities for individual Units (except those utility costs which are metered collectively and paid by the Association as a Common Expense item or which are assessed by the Association as a Special Assessment) will be metered separately to each Unit and such utility charges shall be the responsibility of the respective Owners. The Owner of each respective Unit shall also be responsible to pay the electric utility charges for all exterior lighting of each Unit and lighting of walkways and landscaping areas adjacent to the Unit, if applicable.

## **ARTICLE V - ASSESSMENTS**

**5.1 Covenant for Assessments.** Each Owner, by acceptance of a deed conveying any Unit to such Owner, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments, as provided for and defined below: Annual Assessments, Special Assessments, and Individual Assessments. No member may exempt itself from liability for Assessments by abandonment of any Unit owned by such member. No offsets against Assessment amounts shall be permitted for any reason, including, without limitation, a claim that the Association or Board is not properly exercising its duties and powers.

**5.2 Reinvestment Fees.** Upon the transfer of title to each Unit, a reinvestment fee, in an amount to be determined by the Board of Directors shall be charged and payable to the Association. A separate Notice of Reinvestment Fee will be recorded providing additional notice. The parties to the transaction are responsible to negotiate who pays this fee.

### **5.3 Reserve Funds.**

5.3.1. The Association shall establish and maintain a reserve fund for maintenance, repair and replacement of the Common Areas and for any emergency, unforeseen, unusual, or unanticipated expenditures and for any other purpose determined from time to time by the Board of Directors by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Board of Directors or of an amount and in the manner as may be required by law. The fund shall be conclusively deemed to be a Common Expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

5.3.2. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider necessary or appropriate.

5.3.3. The proportional interest of any member of the Association in any reserve fund established under this section shall be considered an appurtenance of such Owner's Unit and shall not be separated from the Unit to which it appertains and shall be deemed to be transferred with the Unit.

### **5.3 Annual Budget and Assessment.**

5.3.1. Adoption of Budget. The Board of Directors shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association. If the Board of Directors fails to adopt an annual budget, the last adopted budget shall continue in effect.

#### 5.3.2. Determination of Annual Assessment.

A. The Board of Directors shall fix the amount of the annual assessment ("Annual Assessment") against each Unit for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the Annual Assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the Annual Assessment that is to take effect during any assessment period.

B. The omission by the Board of Directors, before the expiration of any assessment period, to fix the amount of the Annual Assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the Annual Assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the Annual Assessment fixed for the preceding period shall continue until a new assessment is fixed.

C. If the Annual Assessments levied at any time are, or will become, inadequate to meet all expenses incurred by the Association for any reason, including nonpayment of any Owner's Assessments on a current basis, the Board of Directors may determine the approximate amount of the inadequacy and adopt a resolution which establishes a supplemental budget and establishes the equitable change in the amount of the Annual Assessment.

**5.4 Apportionment of Assessments.** All Units shall pay an equal share of the Annual Assessment and Special Assessments based upon **Exhibit C - Unit Numbers, Square Footage, and Undivided Interests in Common Areas**. Individual Assessments shall be apportioned exclusively against the Units benefitted or to which the expenses are attributable as provided for below.

**5.5 Purpose of Assessments.** The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Community and carrying out the purposes and obligations of the Association, including, but not limited to: (a) The improvement, maintenance, operation, care, and services related to the

Common Areas; (b) The payment of insurance premiums; (c) The costs of utilities and other services which may be provided by the Association for the Community; (d) The cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws; (e) The cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements; and (f) Any other items properly chargeable as a Common Expense of the Association.

**5.6 Special Assessments.** In addition to the Annual Assessments authorized in this article, the Association may levy a special assessment from time to time ("Special Assessment") for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Association which cannot be paid for through other types of Assessments. The Board of Directors may authorize a Special Assessment for any lawful purpose provided, however, that any Special Assessment greater than \$500 per Member may only be levied if it is first voted upon by the Members and: (1) the votes cast favoring the action exceed the votes cast opposing the action, and (2) a quorum of 30% of the Members exists.

**5.7 Individual Assessments.** Any expenses benefitting or attributable to fewer than all of the Units may be assessed exclusively against the Units affected or benefitted ("Individual Assessments"). Individual Assessments shall include, but are not limited to: (1) Assessments levied against any Unit to reimburse the Association for costs or attorney fees incurred in bringing the Unit or its Owner into compliance with, or to otherwise defend or uphold, or carry out, the provisions of the Governing Documents and for fines or other charges, including attorney fees, imposed pursuant to this Declaration for violation of the Governing Documents; (2) Expenses incurred by the Association relating to the cost of maintenance, repair, or replacement of the individual Units. Individual assessments do not require approval of, or a vote by, Members.

**5.8 Nonpayment of Assessments.** Unless otherwise provided by resolution of the Board of Directors, the Annual Assessments shall be levied and due and payable on a monthly basis on the first calendar day of each month. The Board of Directors shall determine the number of days after the due date, in which assessments shall be deemed delinquent. Specific monthly due dates may be set for individual Owners based on when an Owner regularly receives monthly funds.

5.8.1. Interest. Delinquent payments shall bear interest from the sixteenth (16<sup>th</sup>) day of the month, or such other date established by the Board (the "date of delinquency"), at the rate of 18% per annum, or such other rate established by resolution of the Board of Directors from time to time, not to exceed the maximum permitted by law.

5.8.2. Late Charge. Each delinquent payment shall be subject to a late charge of Twenty-Five Dollars (\$25.00) or such other amount established by the Board of Directors from time to time.

5.8.3. Acceleration. If the delinquent installments of Annual Assessments and any charges thereon are not paid in full, the Board, or its authorized agent, may declare all of the unpaid balance of the Annual Assessment to be immediately due and payable upon not less than ten (10) days' written notice to the Owner, and may enforce the collection of the full Annual



Assessment and all charges thereon in any manner authorized by law and this Declaration. If, however, the Assessment is accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its sole discretion, may elect to decelerate the obligation.

5.8.4. Rent Payments by Tenant to Association. If the Owner of a Unit who is leasing the Unit fails to pay an assessment for more than 60 days after the assessment is due, the Board of Directors may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until all amount dues to the Association are paid. Such demand to the tenant shall be made in accordance with the law and the written procedures of the Association. The Board, or its agent, shall give the Owner written notice of its intent to demand full payment from the tenant and such notice shall be made in accordance with the law and the written procedures of the Association.

5.8.5. Termination of Common Service and Facility Use. If an Owner fails or refuses to pay an assessment when due, the Board of Directors may, after giving notice and an opportunity to be heard in accordance with the law and the written procedures of the Association, terminate an Owner's right: (1) to receive any service paid as a common expense, including but not limited to utility services; and (2) of access and use of recreational facilities. If a hearing is requested, utility services or right of access and use of the recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been rendered by the Board. In the event that the Association incurs costs to terminate any such utility service, the defaulting Owner shall be responsible for all such costs. Upon payment of the assessment due, including any interest, late charge, and costs of collection, the Board shall immediately take action to reinstate the terminated utility services to the Unit.

5.8.6. Suspension of Votes. The Board may suspend the obligated Owner's right to vote on any matter at regular or special meetings of the Association for the entire period during which an Assessment or other amount due under any of the provisions of the Declaration remains delinquent.

5.8.7. Remedies under the Act and Other Law. The Association shall have each and every remedy for collection of assessments provided in the Utah Condominium Ownership Act, Utah Code Title 57, Chapter 8, as amended from time to time, and in Utah Code Title 12, and such remedies and provisions shall be deemed to be fully set forth herein. A collection fee shall be imposed upon any delinquent account turned over to an attorney or collection agency for collection, in accordance with Utah Code § 12-1-11, in addition to any other amount owed to the Association.

**5.9 Lien.** The Annual Assessment and all other Assessments and charges imposed, together with damages, fines, interest, costs of collection, late charges, and attorneys' fees provided for in this Declaration (whether or not a legal proceeding is initiated) or by law or awarded by a court for enforcement of the Governing Documents shall be a charge and continuing lien upon each of the Units against which the Assessment is made and shall be construed as a real covenant running with the land. The recording of this Declaration constitutes record notice and perfection of the lien established herein. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of

assessment. In a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

**5.10 Personal Obligation and Costs of Collection.** Assessments imposed under this Declaration, together with interest and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the Owner holding title to any Unit and in a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

**5.11 Appointment of Trustee.** By acceptance of a deed for a Unit, each Owner as Trustor conveys and warrants to Trustee in trust for the Association, as Beneficiary, with power of sale, the Owner's Unit and all improvements thereon for the purpose of securing payment of all Assessments (including basis of collection) provided for in this Declaration. For purposes of this Section, the Act, and Utah Code Ann. §§57-1-19, et seq., as amended from time to time, the Trustee shall mean the attorney for the Association, and the Association may provide notice and disclosure of the Trustee, or substitution thereof, by recording an appointment or substitution of trustee in the records of the local County Recorder. Each Owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§57-1-19, et seq.

**5.12 Enforcement of Lien.** The lien provided for in this Article may be enforced by the Board of Directors by causing a Unit to be sold through non-judicial foreclosure as though the lien were a deed of trust, or by foreclosing the lien through a judicial foreclosure, all in the manner provided by the Act and by the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts or the law for the foreclosure of a mortgage, as the case may be. The Association shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, the defaulting Owner shall be required to pay the reasonable rental value of such Unit during any period of continued occupancy by the defaulting Owner or any persons claiming under the defaulting Owner, and an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting Owner's Unit, the costs and attorney fees associated with which shall be awarded to the Association or the purchaser, as the case may be. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

**5.13 Subordination of Lien to Mortgages.** The lien provided for in this Article has priority over each other lien and encumbrance on a Unit except a first or second security interest on the Unit secured by a mortgage or deed of trust that is recorded before a recorded notice of lien by or on behalf of the Association, or a lien for real estate taxes or other governmental assessments or charges against the Unit. The sale or transfer of any Unit pursuant to mortgage or deed of trust foreclosure (but not a proceeding in lieu thereof) shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. Such sale or transfer shall not

relieve the Unit from liability or lien for any Assessments or charges thereafter becoming due and shall not relieve any Owner of his or her personal obligation for such amounts.

**5.14 Statement of Unpaid Assessment & Payoff Information.**

5.14.1. The Association shall, upon demand at any time, furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether Assessments have been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge, determined by the Board of Directors, may be levied in advance by the Association for each certificate so delivered.

5.14.2. The Association may charge a fee for providing Association payoff information needed in connection with the financing, refinancing, or closing of a Unit Owner's sale of the Unit up to the maximum amount allowed by law.

**5.15 Costs to Owners Not Anticipated by this Declaration – Board Approval Required.**

5.15.1. Except for Association assessments, late fees, fines and other charges authorized by this Declaration, the Bylaws or by the Owners themselves, the Association, its Board, agents and vendors may not impose, nor caused to be imposed anything which will result in monetary or property costs to an Owner or resident, including but not limited to any fee, levy, penalty, towing or booting of a vehicles or the removal of an Owner or resident's property, unless it has been specifically approved in advance by the Board of Directors. The Board shall give the Owner and Resident written notice of any such approved charge or action against them. Owners and residents may request an informal hearing with the Board for any charge or action contemplated by this Section within 30 days after the day on which the Owner or Resident receives notice of the Board decision. Notice is deemed received after three business days upon mailing or three business days after hand-delivery of the notice.

**ARTICLE VI - PROPERTY RIGHTS AND EASEMENTS**

**6.1 Use and Occupancy.** Except as otherwise provided in Governing Documents from time to time, the Owner(s) of a Unit shall be entitled to the exclusive use and benefits of ownership of such Unit. Each Unit, however, shall be bound by, and the Owner, occupants and guests, shall comply with, the restrictions contained herein and all other provisions of the Governing Documents for the mutual benefit of the Owners.

**6.2 Restriction on Unit Division.** All Owners are prohibited from dividing any and all Units subject to this Declaration except through an amendment to this Declaration properly adopted as provided herein. However, Owners' allocated ownership interests in the Common Areas may not be altered without the consent of sixty-seven percent (67%) of all Owners.

An Owner of two (2) or more adjacent Units may, however, combine those units to make a single Unit and then separate the single Unit into the original Units for purposes of selling one or more of the Units; provided however, that no such combination or subsequent separation shall be allowed until the Board has approved such combination or separation. No subdivision plat or further covenants, conditions, or restrictions shall be recorded by any Owner or other person with

respect to any Unit unless the Board has first approved the plat or the proposed covenants, conditions, or restrictions, such approval to be evidenced by the Association's signature on the final recorded plat or instrument imposing the covenants, conditions, or restrictions. Any plat or covenants, conditions, or restrictions recorded in violation of this Section shall be absolutely null and void. The Board's review shall be for the purpose of assuring, in the sole and absolute discretion of the Board, that the plat or covenants, conditions, and restrictions are consistent and compatible with the overall plan of development of the Property. However, in no event shall the approval of the Board of any plat or covenant, condition, or restriction be deemed an abandonment or waiver of any provision of this Declaration. The provisions of this Declaration shall be and remain superior to any such plat or covenant, conditions, or restriction.

**6.3 Easements Reserved.** In addition to the easements shown on the Plat or provided for under this Declaration, the Bylaws or law, the following easements are hereby reserved for the benefit of the Owners and the Association:

6.3.1. Right of Entry. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Unit, or garage appurtenant to a unit, for the purpose of performing maintenance as set forth herein and determining whether or not the Unit is in compliance with this Declaration and Bylaws or whether the use of the Unit is causing damage or harm to the Common Areas or Limited Common Areas. Requests for entry shall be made in advance and at a time convenient to the Owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the Owner of such Unit.

6.3.2. Utility Easements. The Association and any public utility provider shall have an easement through all Units and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, and reading meters, as may be necessary. Each Unit Owner shall have an easement in common with all Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his or her Unit. The Board may grant or create from time to time, on behalf of the Association and on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Area.

6.3.4. Common Areas. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas which right and easement shall be subject to compliance by the Owner with the provisions of the Governing Documents and the right of the Association to limit the number of guests of residents. Except as to rights of ingress and egress to a Unit, any Owner not residing on the Property shall be deemed to have delegated his or her right of enjoyment and use of and to the Common Area facilities and amenities to any tenants, contract purchasers, or other occupants of the Unit who actually reside on the Property and no person other than residents and their guests (up to the number established by rule from time to time) may use any Common Area facility or amenity.

**6.4 No Encroachment.** No Unit shall encroach upon an adjoining Unit. If, however, an encroachment occurs due to the settlement or shifting of a structure/building or any other reason

whatsoever beyond the control of the Board of Directors or any Owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the Owner, its heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the Structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

## **ARTICLE VII – THE ASSOCIATION**

### **7.1 Organization.**

7.1.1. The Association has been organized as a nonprofit corporation under the nonprofit corporation laws of the state of Utah (Utah Code Annotated, Title 16, Chapter 6a, as may be amended from time to time). In the event the Association is at any time dissolved, whether inadvertently or deliberately, it shall automatically be succeeded by an unincorporated association of the same name. All of the property, rights, powers and obligations of the incorporated Association existing immediately prior to its dissolution shall thereupon automatically vest in the successor unincorporated association. In the event the Association is at any time administratively dissolved by the Division of Corporations and Commercial Code, the Board may re-incorporate the Association without a vote of the Owners.

7.1.2. The Association has adopted Bylaws for the Association which are being recorded simultaneously with this Declaration. The affairs of the Association shall be governed by a Board of Directors as provided in the Bylaws.

**7.2 Membership.** Each Owner during the entire period of Owner's ownership of one or more Units within the Community shall be a member of the Association. The membership shall commence, exist and continue by simply virtue of the ownership, shall expire automatically upon termination of ownership and need not be confirmed or evidenced by any certificate or acceptance of membership.

**7.3 Voting Rights.** The method of voting shall be as provided in the Bylaws and each Owner shall have such vote in matters of the Association for each Unit owned equal to the percentage of undivided interest in the Common Areas and facilities appertaining to such Unit, as set forth in Article II.

**7.4 Powers and Authority of the Association.** The Association shall have such powers and duties as may be granted to it or imposed by this Declaration, the Articles of Incorporation, the Bylaws and any applicable statute, as such statute may be amended to expand the scope of association powers, together with its general powers as a corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments and fines as provided in this Declaration. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

7.4.1. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter into any Unit for the purpose of maintaining and repairing such Unit or any improvement thereon if for any reason the Owner fails to maintain and repair such Unit or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Unit in violation of this Declaration.

7.4.2. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Governing Documents, or to enforce by mandatory injunction or otherwise all of the provisions of the Governing Documents.

7.4.3. In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Community or in exercising any of its rights to construct, maintain and repair the Common Areas, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Unit on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or to otherwise provide for (a) such utility services, including (without limitation) water, sewer, trash removal, snow removal, electrical, telephone and gas services, as the Officers may from time to time deem desirable, and (b) the services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Officers may deem desirable.

7.4.4. Telecommunications/Fiber Optic/Related Contracts. The Board of Directors shall have the power, in its own discretion, to enter into, accept an assignment of, or otherwise cause the Association to comply with contracts with Telecommunication Service providers and Telecommunication Facilities owners (both, a "Telecommunication Provider"), pursuant to which the Telecommunication Provider serves as the exclusive provider of Telecommunication Services and/or Telecommunication Facilities to each Unit. The Board shall also have the power to enter into or contract on behalf of the Association for similar bulk rate service contracts of any nature deemed in the Association's best interests.

## **ARTICLE VIII - COMPLIANCE AND ENFORCEMENT**

**8.1 Compliance.** Each Owner, tenant or occupant of a Unit shall comply with the provisions of the Governing Documents and any applicable statute. Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved Owner. The voting rights of any Owner more than 60 days' delinquent in his or her account with the Association shall be automatically suspended until the account is brought current.

**8.2 Remedies.** Violation of any provisions of the Governing Documents (including failure to timely pay an assessment) or of any decision of the Association made pursuant to such documents, shall give the Board of Directors acting on behalf of the Association, the right, but not the obligation, in addition to any other rights set forth in this Declaration or the Bylaws, or

under law, to do any or all of the following after giving notice:

(a) Subject to the provisions of this Declaration, to enter the Unit as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Board of Directors shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(c) To levy fines for violations of the Governing Documents in accordance with the Act (specifically, Utah Code Title 57, Chapter 8, Section 37, as may be amended). A violation of any express rule, regulation, covenant, restriction, or term of any of the Governing Documents of the Association shall be subject to a fine in the amount set forth in a schedule of fines adopted by the Association from time to time, or in the absence of such schedule, \$50 for the first offense and \$100 for subsequent offenses of the same violation, or \$100 per ten days for a continuous violation.

(d) To terminate the right of access to and use of recreational and service facilities of the Association until the correction of the violation has occurred;

(e) To suspend the voting rights of a Member, but not for longer than 60 days except in the case of a continuous violation;

(f) To bring suit or action against the Owner on behalf of the Association and other Owners to enforce the Governing Documents and the Association shall be entitled to recovery of its attorneys' fees and costs in such case.

**8.3 Action by Owners.** Subject to any limitation imposed under this Declaration, the Bylaws, the Act, or other Utah law, an aggrieved Owner may bring an action against such other Owner or the Association to recover damages or to enjoin, abate, or remedy a thing or condition by appropriate legal proceedings.

**8.4 Injunctive Relief.** Nothing in this section shall prevent an Owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

**8.5 Notification of First Mortgagee.** The Board of Directors shall notify in writing any first Mortgagee of any individual Unit of any default in performance of the terms of this Declaration by the Unit Owner which is not cured within sixty (60) days provided such Mortgagee has requested in writing to be so notified.

**8.6 Mandatory Alternative Dispute Resolution.**

8.6.1. Notwithstanding anything in this Declaration to the contrary, the Board may

exercise any of the rights and powers set forth in Article VIII, Section 8.2 (a), (c), (d) and (e) above without being bound by this Section 8.6. Moreover, additional exemptions from the application of this Section 8.6 may be contained within this Section, as expressly set forth herein.

(a) The Association, the Board, and members of the Association hereby agree and are bound to this provision not to file suit in any court with respect to a Claim, as defined and described in Section 8.6.1(b) below, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth herein, in a good faith effort to resolve such claim.

(b) As used in this Section, the term “Claim” **shall** refer to any claim, grievance, or dispute arising out of or related to:

- (1) the interpretation, application, or enforcement of the Governing Documents;
- (2) the rights, obligations, and duties of anyone arising from the Association’s Declaration or Bylaws;
- (3) the design or construction of improvements within the Association.

(c) The following **shall not** be considered “Claims” unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in subsections (b) below:

- (1) any suit by the Association to collect assessments or other amounts due from any Owner;
- (2) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of this Declaration;
- (3) any suit between Owners, which does not include the Association as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Association’s Declaration or Bylaws;
- (4) any suit in which any indispensable party is not bound hereby;
- (5) the right of the Association to levy reasonable fines pursuant to this Declaration and Utah Code Ann. §57-8-37.

#### 8.6.2. Mandatory Dispute Resolution.

(a) Notice. A person or entity asserting a Claim (“**Claimant**”) against another person or entity subject to this Section 8.6 (“**Respondent**”) shall give written notice (“**Notice of Dispute**”) to each Respondent and/or to the Board of Directors stating clearly and concisely:



- (1) the nature of the Claim, including the persons or entities involved and the Respondent's role in the Claim;
- (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) the Claimant's proposed resolution or remedy; and
- (4) the Claimant's desire to meet with the Respondent, to discuss in good faith, ways to resolve the Claim.

(b) Negotiation. The Claimant(s) and Respondent(s) shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice of Dispute, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation. If the dispute is not resolved within ninety (90) days after the Respondent receives a Notice of Dispute; the parties agree to submit the dispute to mediation by delivering a request for mediation ("**Mediation Notice**") in the same manner as allowed for delivery of the Notice of Dispute. Any such dispute shall be submitted to mediation according to regulations prescribed by resolution of the Association's Board of Directors. In the absence of any such regulations, mediation shall proceed pursuant to the Commercial Mediation Procedures of the American Arbitration Association ("**AAA**"), although such mediation need not proceed with the AAA. If the parties are not successful in resolving the dispute through the mediation process, then the parties are free to bring suit or action in any court of competent jurisdiction.

**8.7 Manager Approval.** In the event the Association has retained a Manager or Managing Agent, approval from the Board of Directors must be obtained prior to liens, charges or fines being levied against an Owner or a Unit.

## **ARTICLE IX - INSURANCE**

### **9.1 Association Insurance.**

9.1.1. Property and Liability Insurance. The Association shall maintain a master insurance policy which includes: (1) blanket property insurance with not less than 100% of the full replacement cost for the physical structures in the condominium project, including common areas and facilities, limited common areas and facilities, and units, and including fixtures, improvements and betterments to a unit made by a Unit Owner, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and including earthquake coverage; and (2) liability insurance having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common areas and facilities.

(a) The Association's property insurance shall include coverage for any fixture, improvement, or betterment installed by a Unit Owner to a Unit or to a Limited Common Area, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Unit or to a Limited Common Area element associated with a Unit.

(b) Each Unit Owner is an insured person under the Association's property insurance policy. Each Unit Owner is an insured person under a liability insurance policy that the Association obtains, but only for liability arising from: (i) the Unit Owner's ownership interest in the common areas and facilities, (ii) maintenance, repair, or replacement of common areas and facilities, and (iii) the Unit Owner's membership in the Association.

9.1.2. Fidelity Insurance or Bond. The Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the Board, employees, and all others who are responsible for handling funds of the Association, including any property manager. Such fidelity coverage shall: (i) name the Association as an obligee; (ii) not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or managing agent, as the case may be, at any given time, and shall in no event be in an amount less than three months assessments on all Units plus reserves; (iii) contain an appropriate endorsement(s) to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, and to cover the Association's management agent, if the Association has delegated some or all of the responsibility for the handling of funds to a management agent; (iv) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any insurance trustee.

9.1.3. Flood Insurance. If any portion of the Project is deemed to be located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program, the Association shall be required to obtain and pay the premiums upon a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy in an amount deemed appropriate by the Association but not less than the lesser of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) 100% of current replacement cost of all such buildings and other insurable property within such area.

9.1.4. Earthquake Insurance. The Association may purchase earthquake insurance as the Board deems appropriate related to the Property insured by the Association. The payment of an insurance deductible as it concerns to earthquake insurance shall be considered a Common Expense, regardless of those affected.

9.1.5. Directors and Officers (D&O) Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member or officer of the Association, and any other person the Association is required by law or contract to indemnify, against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the State of Utah, as the same may

hereafter be amended or modified.

9.1.6. Other Insurance. The Association shall obtain such other insurance if and to the extent required by law or as the Board deems necessary from time to time, such as workers' compensation insurance.

9.1.7. Loss Not Exceeding Deductible. If, in the exercise of the business judgment rule, the Board of Directors determines that a covered loss is likely not to exceed the policy deductible of the Association and until the covered loss exceeds the deductible of the property insurance of the Association and a claim is submitted to the property insurance insurer of the Association: (i) for a unit to which a loss occurs, the Unit Owner's policy is considered the policy for primary coverage for the damage to that unit; (ii) the Association shall pay for any loss for any common areas and facilities for which a loss occurs; (iii) a Unit Owner who does not have a policy to cover the damage to that Unit Owner's unit is responsible for that unit damage and the Association may, as provided herein, recover any payments the Association makes to remediate that unit, and (iv) the Association need not tender the claim to the Association's insurer.

9.1.8. The Association shall set aside an amount equal to the amount of the association's property insurance policy deductible or \$10,000, whichever is less.

9.1.9. An insurer under a property insurance policy issued to the Association shall adjust with the Association a loss covered under the Association's policy.

9.1.10. Loss Due to Fault of Another. This Declaration does not prevent a person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a person at fault for the loss, except that, notwithstanding the foregoing, an insurer under a property insurance policy or liability insurance policy obtained by the Association waives the insurer's right to subrogation under the policy against: (a) any person residing with the Unit Owner, if the Unit Owner resides in the unit, and (b) the Unit Owner.

9.1.11. Power of Attorney, Insurance Trustee. The Association may enter into an insurance trust agreement with a trustee (the "Insurance Trustee") who shall thereafter have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing a Unit, all Owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose. By purchasing a Unit, all Owners appoint the Association, or any trustee designated by the Association as attorney-in-fact for the purpose of representing the Owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority.

9.1.12. The Association, or insurance trustee if any, shall hold any proceeds of insurance in trust for Unit Owners and their first mortgage holders as their interests may appear. The policies required herein for the Association must provide that they may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and to

each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies. No policies shall require that contributions or assessments may be made against borrowers, FNMA, FHLMC, or the designee of FNMA or FHLMC. Loss payments shall not be contingent upon action by the carrier's board of directors, policyholders, or members. The policies shall include: (1) a waiver of the right of subrogation against Unit Owners individually, (2) that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively.

9.1.13. The Association shall use generally acceptable insurance carriers. Specific requirements for qualifications of insurance carriers may be found in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide.

**9.2 Unit Owner Insurance Responsibility.** For Units, the Association's policy is primary, but the Unit Owner is responsible for the deductible as follows:

9.2.1. If a loss occurs that is covered by the Association's policy and by a Unit Owner's policy, the Association's policy provides primary insurance coverage, but the Unit Owner is responsible for the deductible of the Association of Unit Owners, and Coverage A of the Unit Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.

9.2.2. If a Unit, or Limited Common Area element appurtenant to a Unit, suffers damage as part of a covered loss, the Unit Owner is responsible for an amount calculated by applying the percentage of total damage resulting in a covered loss that is attributable to Unit damage for that Unit to the amount of the deductible under the Association's policy. If a Unit Owner does not pay the amount required within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against a Unit Owner for that amount.

9.2.3. The deductible under the Association's policy is \$10,000.00. This Declaration constitutes notice to each Unit Owner of the Owner's obligation for the Association's policy deductible. The deductible amount is subject to change from time to time by the Board of Directors without amendment of this Declaration. The Association shall provide notice to the Unit Owners of any change in the amount of the deductible.

9.2.4. The Association's policy does not cover the contents of a Unit or a Unit Owner's personal property. Each Unit Owner is strongly encouraged to obtain insurance coverage for contents of their Unit, as well as for coverage in the event the Owner has to pay the Association's deductible as provided above.

## **ARTICLE X - AMENDMENT AND DURATION**

**10.1 Amendments.** Except as provided in Section 10.2 below, any and all of the conditions, restrictions, charges and terms contained in this Declaration may be annulled, waived, changed, modified or added to through a duly adopted amendment to this Declaration.

10.1.1. How Proposed. Amendments to the Declaration shall be proposed to the membership only by the Board of Directors, either on its own initiative or after it receives a written request to do so signed by Owners holding twenty percent (20%) or more of the voting

rights of the Association. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon or attached to any request for approval of, or consent to, the amendment.

10.1.2. Approval Required. This Declaration may be amended if such amendment is approved by Owners holding sixty percent (60%) of the voting rights of the Association, subject to the approval of Eligible Holders as required herein. Notwithstanding anything herein to the contrary, the Governing Documents may be amended by the Board of Directors without approval of the Members if necessary, to comply with FHA or other regulatory or lending guidelines or restrictions in order to facilitate the ability to secure financing for the sale of Units.

10.1.3. Execution and Recordation. An amendment shall not be effective until the amendment is certified by the president of the Association as being adopted in accordance with this Declaration and is acknowledged and recorded in the appropriate County Recorder's Office.

**10.2 Duration and Termination.** This Declaration and the Project shall continue and remain in full force and effect until there is recorded an instrument directing the termination of this Declaration after the vote and approval of (i) seventy-five percent (75%) of all of the Owners of the Units, and (ii) sixty-seven percent (67%) of the votes of Eligible Holders. Any such termination shall become effective only if a certificate of the president and secretary of the Association, certifying that termination as of a specified termination date has been approved in the manner required herein, is duly acknowledged and recorded in the County Recorder's Office.

## **ARTICLE XI – MORTGAGEE RIGHTS**

**11.1 Approval Required.** In addition to any other approvals required by this Declaration or the Bylaws, the prior approval of fifty-one percent (51%) of the Eligible Holders (based upon one vote for each Mortgage owned) must be obtained for the following:

- (a) The abandonment, termination, or removal of the Property from the provisions of this Declaration, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (b) The addition of Common Property;
- (c) Any material amendment to this Declaration or the Bylaws. Except for an amendment to the Declaration or Bylaw if its purpose is to correct technical errors or to clarify, a change to the following would be considered as material: (1) Voting rights; (2) The funding of reserves for maintenance, repair, and replacement of the Common Areas; (3) Changing general responsibility for maintenance and repairs (excluding minor changes); (4) Redefinition of any Unit boundaries; (5) Convertibility of Units into Common Property or vice versa; (6) Expansion or contraction of the project, or the addition, annexation, or withdrawal of property from the project; (7) Insurance or fidelity bond; (8) Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws; (9) Any action to terminate the legal status of the project after substantial

destruction or condemnation occurs; (10) Assessments, assessment liens, or subordination of such liens; (11) Rights to use of Common Areas; (12) The interest in the general or limited Common Area; (13) Imposition of any right of first refusal; or

(d) Use of hazard insurance proceeds for losses to any planned community property, whether to Units, for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the Units.

**11.2 Additional Rights.** In addition to the approvals required above, each mortgagee (or beneficiary of a trust deed or vendor and including guarantors) shall have the following rights:

(a) Right to Examine Books and Records. All mortgagees shall have the right to examine the books and records of the Association upon reasonable notice and at reasonable times;

(b) Right to Annual Reports. All mortgagees shall, upon written request, be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association;

(c) Right to Receive Written Notice of Meetings. The Association shall give all mortgagees, upon written request, written notice of all meetings of the Association, and such mortgagees shall be permitted to designate a representative to attend all such meetings.

**11.3 Request for Approval of Mortgagees.** If an Eligible Holder's consent is a condition for amending the Declaration or Bylaws, then, subject to Subsection (4) of this Article, the Eligible Holder's consent is presumed if: (a) written notice of the proposed amendment or action is sent by certified or registered mail to the Eligible Holder's address provided to the Association by such Eligible Holder; (b) 60 days have passed after the day on which notice was mailed; and (c) the person designated for receipt of the response in the notice has not received a written response from the Eligible Holder either consenting to or refusing to accept the amendment or action.

**11.4 Rights of Eligible Holders.** In addition to the approvals required and the rights provided above, each Eligible Holder shall have the following rights:

(a) Right to Receive Written Notice of Meetings. The Association shall give all Eligible Holders written notice of all meetings of the Association, and such Eligible Holders shall be permitted to designate a representative to attend all such meetings.

(b) Right to Notice of Proposed Amendments. All Eligible Holders, upon written request to the Association, will be entitled to timely written notice of any proposed amendment effecting a change in: (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto; (2) the interests in the general or limited Common Areas appertaining to any Unit or the liability for common expenses appertaining thereto; (3) the number of votes in the Association appertaining to any Unit; or (4) the purposes to which any Unit or the Common Areas are restricted.

(c) **Other Rights to Notice.** All Eligible Holders, upon written request to the Association, will be entitled to timely written notice of: (1) any proposed termination of the condominium regime; (2) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Unit on which the Eligible Holder holds a Mortgage interest; (3) any delinquency in the payment of assessments or charges owed by the Owner of a Unit subject to a Mortgage of the Eligible Holder, where such delinquency has continued for a period of 60 days; (4) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

## **ARTICLE XII - MISCELLANEOUS PROVISIONS**

**12.1 Premises Liability.** The Association and the Board of Directors are and shall remain wholly free and clear of any and all liability to, or claims by, all Unit Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Area or any of its improvements, fixtures, and facilities and a Unit Owner shall defend, indemnify and hold harmless the Association and Board of Directors against such claim, loss or liability asserted by such Unit Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Unit Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

**12.2. Interpretation.** All questions of interpretation or construction of any of the covenants or restrictions in the Governing Documents shall be resolved by the Board of Directors, and its decision shall be final, binding and conclusive on all parties affected for all purposes. The covenants, restriction and terms of this Declaration are to be interpreted broadly to give effect to the Association's role as the governing body of the Community and to grant all the powers necessary for management of the common property, administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the Association. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or restricting, the general powers granted to the Association or Board except where powers are expressly restricted.

**12.3 Recovery of Costs and Attorney Fees.** The Association shall be entitled to recover its costs and attorney's fees incurred for enforcement of this Declaration regardless of whether any lawsuit or other action is commenced. Such costs and attorney's fees shall automatically be and constitute an assessment against the Owner and the Unit. Additionally, the prevailing party shall be entitled to its attorney fees and costs in any dispute concerning any Governing Document, including an action dealing with the declaration of rights and obligations thereunder with or without a defaulting party, whether such costs and expenses are incurred with or without suit; before or after judgment; in any appeal; in any bankruptcy or receivership proceeding; or in connection with any alternative dispute resolution proceeding.

**12.4 Invalidity; Number; Captions.** The invalidity of any part of this Declaration shall not

impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

**12.5 Joint Owners.** In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Board of Directors, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

**12.6 Lessees and Other Invitees.** No damage to, or waste of the Common Areas or any part thereof shall be committed by any Owner or any Unit occupant, guest, invitee, lessee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Unit occupants, contractors, family members and other persons entering the Property under rights derived from an Owner shall comply with all of the provisions of the Governing Documents restricting or regulating the Owner's use, improvement or enjoyment of such Owner's Unit and other areas within the Property. The Owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the Owner.

**12.7 Waiver, Precedent and Estoppel.** No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association, the Board of Directors or any Owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association, Board of Directors or Owner as to any similar matter.

**12.8 Notice of Sale or Lease.** Immediately upon the sale, rental or other conveyance of any Unit, the Owner shall promptly inform the secretary or manager of the name and address of said grantee or tenant. The Board of Directors may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it and the address of each Owner shall be deemed for all purposes to be the address of the Unit owned by such Owner unless the Board of Directors is otherwise advised in writing.

**12.9 Person to Receive Service of Process.** The person designated to receive service of process on behalf of the Project, in the cases provided by the Utah Condominium Ownership Act, is the registered agent of the Association, as that agent may be designated by the Association from time to time and as reflected in the records of the Utah Division of



Corporations and Commercial Code.

**12.10 Leasing of Common Area.** The Board may designate, from time-to-time, un-used portions of the Common Areas as storage areas that may be leased for a monthly fee. The Board shall have the sole discretion to set the terms and conditions for any such leases. Under no circumstance may any storage areas or spaces be used as a living quarter or dwelling.

**12.11 Code of Conduct.** The Board of Directors may adopt specific Codes of Conduct for Owners, Board members and others who utilize the Association's property or who interact with Owners and Residents. Examples of Codes of Conduct include, but are not limited to, expectations and requirements for behavior at meetings and communication between Owners, Owners and the Board, and the Board with Owners. Each Code of Conduct may further impose rules and penalties for violations thereof and shall be binding upon the group, person or setting to which the Code of Conduct applies.

**IN WITNESS WHEREOF,** White Maple Place Condominium Association, has executed this Declaration this 19th day of October, 2020.

**WHITE MAPLE PLACE CONDOMINIUM ASSOCIATION:**

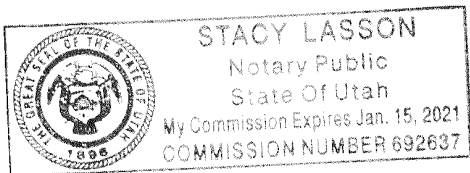
Orlando C. Williams III  
By: Orlando C. Williams III  
Its: President

James Hackett  
By: James Hackett  
Its: Secretary

STATE OF UTAH                    )  
  )ss:  
County of Salt Lake            )

The foregoing instrument was acknowledged before me on this 19th day of October, 2020 by Orlando Williams and James Hackett, of White Maple Place Condominium Association.

Stacy Lasson  
Notary Public for Utah



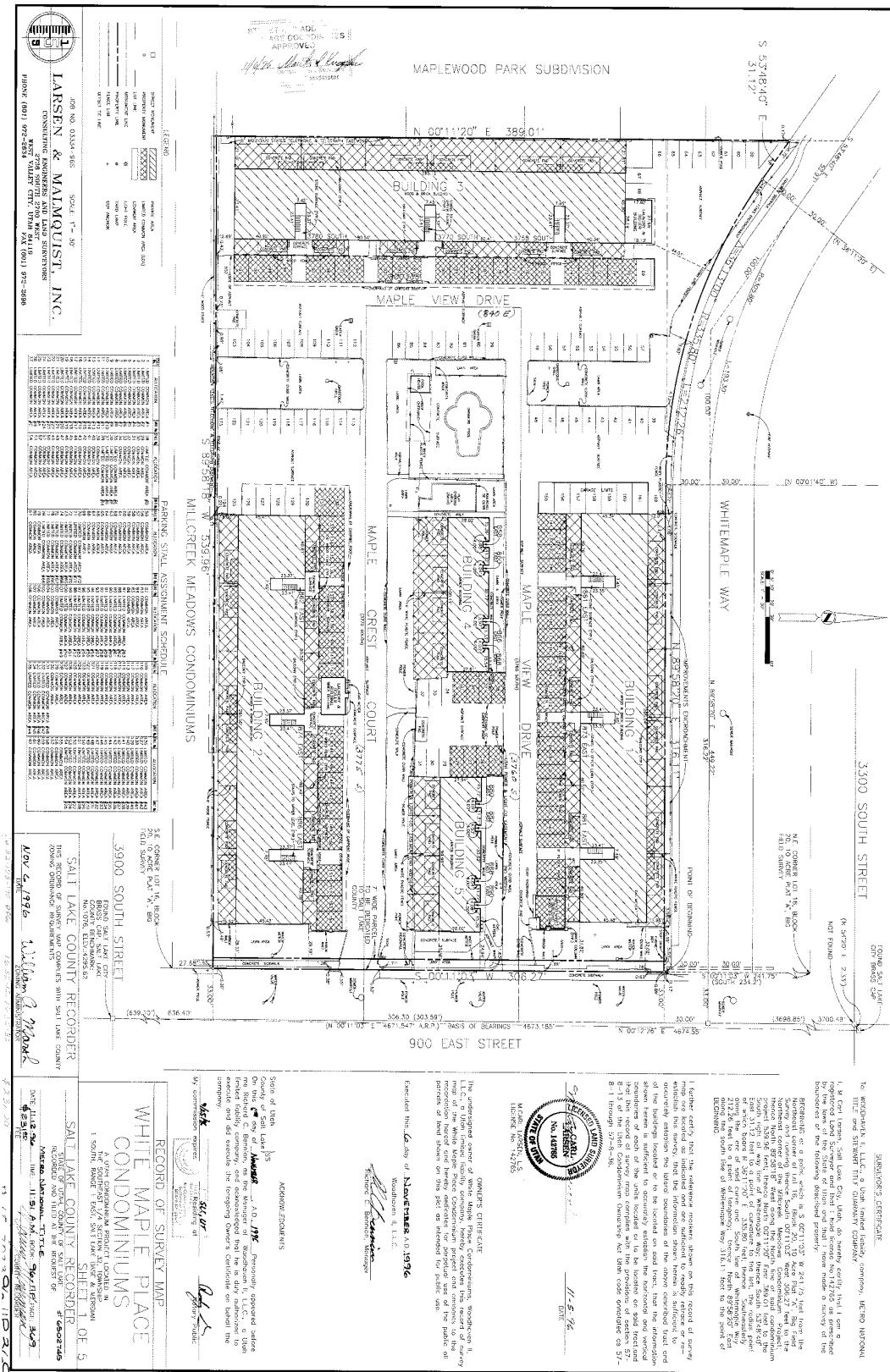
**EXHIBIT A**

**Legal Description**

All Units and Common Area, WHITE MAPLE PLACE CONDO, as set forth on the plat map and in the records of the Salt Lake County Recorder, state of Utah.

Parcel Numbers: 16323330010000 through 16323330810000

# EXHIBIT B - PLAT MAPS



PREPARED AND APPROVED BY ARCHITECT AND ENGINEER  
*Walter H. Hoyer*  
 ARCHITECT AND ENGINEER

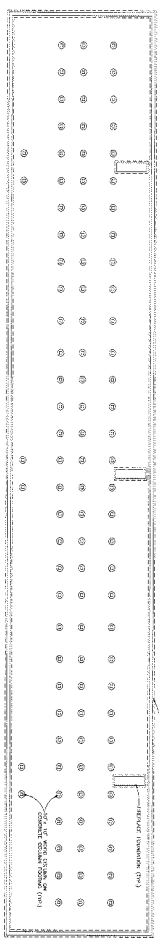


**LARSEN & MALMQUIST, INC.**  
 CONSULTING ENGINEERS  
 2706 SAUNDERS STREET, SUITE 110  
 MINNEAPOLIS, MN 55412  
 PHONE (612) 922-2534 FAX (612) 922-2534

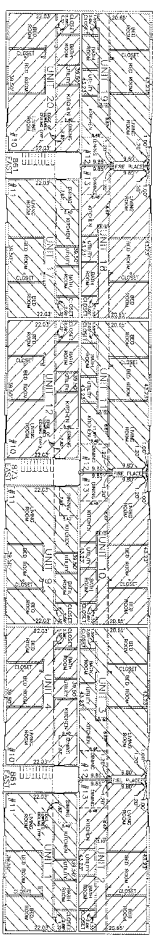
JOB NO. 0333-015  
 SCALE: 1" = 16' (UNLESS OTHERWISE NOTED)

SALT LAKE COUNTY RECORDER  
 THIS RECORD OF SURVEY MAP COMPLETES WITH SAID LADY ORDER  
 ZONING ORDINANCE REQUIREMENTS  
 Nov 6, 1996 *William O. Mark*

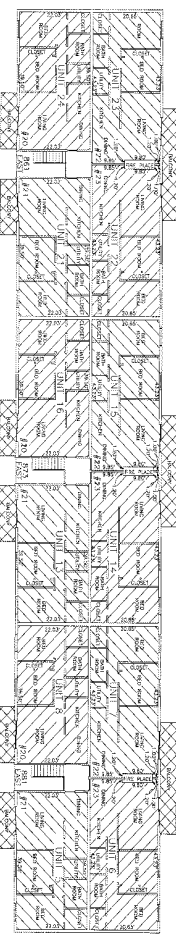
RECORD OF SURVEY MAP  
**WHITE MAPLE PLACE CONDOMINIUMS**  
 A PLANNED COMMERCIAL PROJECT LOCATED IN  
 1 SOUTH BROAD STREET, SUITE 100, SALT LAKE CITY, UTAH 84102  
 SALT LAKE COUNTY SHEETS 3 OF 3  
 STATE OF UTAH COUNTY OF SALT LAKE  
 RECORDED AND FILED AT THE OFFICE OF  
 THE CLERK OF COURTS  
 DATE: 11/23/96 TIME: 11:51 AM BY: *William O. Mark*  
 11/23/96



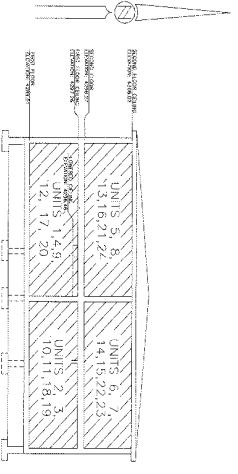
FOUNDATION PLAN



FIRST FLOOR PLAN



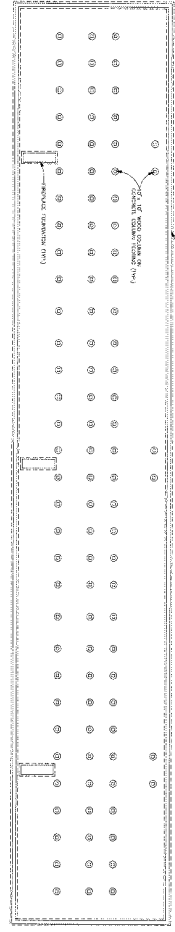
SECOND FLOOR PLAN  
**BUILDING 1**



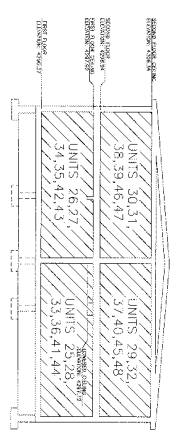
BUILDING ELEVATION

ADDRESS TABLE

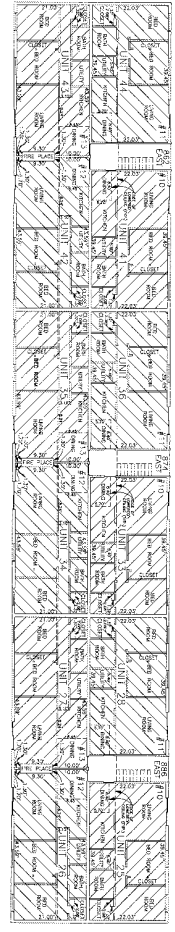
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107	107	107	107
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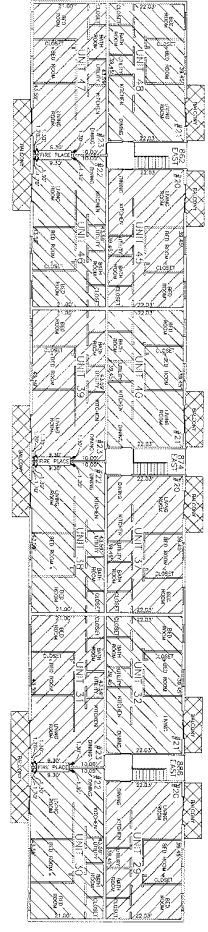
FOUNDATION PLAN



BUILDING ELEVATION



FIRST FLOOR PLAN



SECOND FLOOR PLAN

BUILDING 2

STREET AND ALL  
NOTICE RECORD  
APPROVED  
*[Signature]*  
Adj. Co. Recorder



LARSEN & MALMQUIST, INC.  
CONSULTING ENGINEERS AND ARCHITECTS  
200 WEST WASHINGTON ST., SUITE 200  
PORTLAND, OREGON 97201  
PHONE (503) 972-2200

300 WEST WASHINGTON ST., SUITE 200  
PORTLAND, OREGON 97201

SALT LAKE COUNTY RECORDER  
THIS OFFICE HAS REVIEWED THIS ZONING ORDINANCE REQUIREMENTS  
DATE: *Nov 6, 1996*  
*[Signature]*  
ZONING COMMISSIONER

ADDRESS TABLE

UNIT	DESCRIPTION	AREA	ADDRESS
UNIT 1	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 2	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 3	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 4	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 5	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 6	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 7	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 8	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 9	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 10	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 11	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 12	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 13	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 14	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 15	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 16	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 17	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 18	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 19	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 20	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 21	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 22	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 23	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 24	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 25	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 26	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 27	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 28	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 29	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 30	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 31	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 32	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 33	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 34	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 35	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 36	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 37	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 38	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 39	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 40	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 41	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 42	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 43	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 44	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 45	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 46	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 47	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 48	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 49	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 50	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 51	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 52	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 53	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 54	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 55	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 56	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 57	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 58	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 59	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 60	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 61	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 62	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 63	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 64	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 65	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 66	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 67	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 68	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 69	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 70	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 71	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 72	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 73	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 74	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 75	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 76	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 77	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 78	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 79	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 80	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 81	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 82	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 83	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 84	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 85	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 86	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 87	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 88	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 89	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 90	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 91	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 92	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 93	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 94	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 95	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 96	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 97	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 98	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 99	1-BED 1-BATH	1,100	1000 N. 1000 W.
UNIT 100	1-BED 1-BATH	1,100	1000 N. 1000 W.

RECORD OF SURVEY MAP  
WHITE MAPLE PLACE  
CONDOMINIUMS  
SALT LAKE COUNTY RECORDERS OFFICE  
1 SOUTH BEND STREET, SUITE 200, SALT LAKE CITY, UTAH 84111  
DATE: *11/2/96*  
*[Signature]*  
SALT LAKE COUNTY RECORDERS OFFICE

**FOUNDATION PLAN**

**FIRST FLOOR PLAN**

**SECOND FLOOR PLAN**

**BUILDING ELEVATION**

UNITS 54-55	UNITS 53-56
62,63,70,71	61,64,69,72
UNITS 50-51	UNITS 49-52
58,59,60,67	57,60,65,68

UNIT NO.	ADDRESS
UNIT 1	1000 SOUTH MAPLE
UNIT 2	1000 SOUTH MAPLE
UNIT 3	1000 SOUTH MAPLE
UNIT 4	1000 SOUTH MAPLE
UNIT 5	1000 SOUTH MAPLE
UNIT 6	1000 SOUTH MAPLE
UNIT 7	1000 SOUTH MAPLE
UNIT 8	1000 SOUTH MAPLE
UNIT 9	1000 SOUTH MAPLE
UNIT 10	1000 SOUTH MAPLE
UNIT 11	1000 SOUTH MAPLE
UNIT 12	1000 SOUTH MAPLE
UNIT 13	1000 SOUTH MAPLE
UNIT 14	1000 SOUTH MAPLE
UNIT 15	1000 SOUTH MAPLE
UNIT 16	1000 SOUTH MAPLE
UNIT 17	1000 SOUTH MAPLE
UNIT 18	1000 SOUTH MAPLE
UNIT 19	1000 SOUTH MAPLE
UNIT 20	1000 SOUTH MAPLE
UNIT 21	1000 SOUTH MAPLE
UNIT 22	1000 SOUTH MAPLE
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UNIT 24	1000 SOUTH MAPLE
UNIT 25	1000 SOUTH MAPLE
UNIT 26	1000 SOUTH MAPLE
UNIT 27	1000 SOUTH MAPLE
UNIT 28	1000 SOUTH MAPLE
UNIT 29	1000 SOUTH MAPLE
UNIT 30	1000 SOUTH MAPLE
UNIT 31	1000 SOUTH MAPLE
UNIT 32	1000 SOUTH MAPLE
UNIT 33	1000 SOUTH MAPLE
UNIT 34	1000 SOUTH MAPLE
UNIT 35	1000 SOUTH MAPLE
UNIT 36	1000 SOUTH MAPLE
UNIT 37	1000 SOUTH MAPLE
UNIT 38	1000 SOUTH MAPLE
UNIT 39	1000 SOUTH MAPLE
UNIT 40	1000 SOUTH MAPLE
UNIT 41	1000 SOUTH MAPLE
UNIT 42	1000 SOUTH MAPLE
UNIT 43	1000 SOUTH MAPLE
UNIT 44	1000 SOUTH MAPLE
UNIT 45	1000 SOUTH MAPLE
UNIT 46	1000 SOUTH MAPLE
UNIT 47	1000 SOUTH MAPLE
UNIT 48	1000 SOUTH MAPLE
UNIT 49	1000 SOUTH MAPLE
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UNIT 51	1000 SOUTH MAPLE
UNIT 52	1000 SOUTH MAPLE
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UNIT 54	1000 SOUTH MAPLE
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UNIT 56	1000 SOUTH MAPLE
UNIT 57	1000 SOUTH MAPLE
UNIT 58	1000 SOUTH MAPLE
UNIT 59	1000 SOUTH MAPLE
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UNIT 61	1000 SOUTH MAPLE
UNIT 62	1000 SOUTH MAPLE
UNIT 63	1000 SOUTH MAPLE
UNIT 64	1000 SOUTH MAPLE
UNIT 65	1000 SOUTH MAPLE
UNIT 66	1000 SOUTH MAPLE
UNIT 67	1000 SOUTH MAPLE
UNIT 68	1000 SOUTH MAPLE
UNIT 69	1000 SOUTH MAPLE
UNIT 70	1000 SOUTH MAPLE
UNIT 71	1000 SOUTH MAPLE
UNIT 72	1000 SOUTH MAPLE
UNIT 73	1000 SOUTH MAPLE
UNIT 74	1000 SOUTH MAPLE
UNIT 75	1000 SOUTH MAPLE
UNIT 76	1000 SOUTH MAPLE
UNIT 77	1000 SOUTH MAPLE
UNIT 78	1000 SOUTH MAPLE
UNIT 79	1000 SOUTH MAPLE
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UNIT 82	1000 SOUTH MAPLE
UNIT 83	1000 SOUTH MAPLE
UNIT 84	1000 SOUTH MAPLE
UNIT 85	1000 SOUTH MAPLE
UNIT 86	1000 SOUTH MAPLE
UNIT 87	1000 SOUTH MAPLE
UNIT 88	1000 SOUTH MAPLE
UNIT 89	1000 SOUTH MAPLE
UNIT 90	1000 SOUTH MAPLE
UNIT 91	1000 SOUTH MAPLE
UNIT 92	1000 SOUTH MAPLE
UNIT 93	1000 SOUTH MAPLE
UNIT 94	1000 SOUTH MAPLE
UNIT 95	1000 SOUTH MAPLE
UNIT 96	1000 SOUTH MAPLE
UNIT 97	1000 SOUTH MAPLE
UNIT 98	1000 SOUTH MAPLE
UNIT 99	1000 SOUTH MAPLE
UNIT 100	1000 SOUTH MAPLE

**RECORD OF SURVEY MAP**

**WHITE MAPLE PLACE**

**CONDOMINIUMS**

A UNIT CONDOMINIUM PROJECT LOCATED IN THE CITY OF SALT LAKE COUNTY, UTAH

SHEET 4 OF 5

**SALT LAKE COUNTY RECORDER**

RECORDED AND FILED IN THE OFFICE OF THE CLERK AND RECORDER OF SALT LAKE COUNTY, UTAH

DATE: Nov 6 1996 TIME: 11:00 AM

BY: William G. Pratt RECORDER

**SALT LAKE COUNTY RECORDER**

RECORDED AND FILED IN THE OFFICE OF THE CLERK AND RECORDER OF SALT LAKE COUNTY, UTAH

DATE: Nov 6 1996 TIME: 11:00 AM

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**SALT LAKE COUNTY RECORDER**

RECORDED AND FILED IN THE OFFICE OF THE CLERK AND RECORDER OF SALT LAKE COUNTY, UTAH

DATE: Nov 6 1996 TIME: 11:00 AM

BY: William G. Pratt RECORDER

**LARSEN & MAMQUIST, INC.**  
 CONSULTING ENGINEERS AND ARCHITECTS  
 1000 SOUTH MAPLE PLACE, SUITE 200  
 SALT LAKE CITY, UTAH 84143  
 PHONE (801) 525-2500  
 FAX (801) 525-2501

**FOUNDATION PLAN**

**FIRST FLOOR PLAN**

**SECOND FLOOR PLAN**

**BUILDING 3**

**SALT LAKE COUNTY RECORDER**

RECORDED AND FILED IN THE OFFICE OF THE CLERK AND RECORDER OF SALT LAKE COUNTY, UTAH

DATE: Nov 6 1996 TIME: 11:00 AM

BY: William G. Pratt RECORDER

**SALT LAKE COUNTY RECORDER**

RECORDED AND FILED IN THE OFFICE OF THE CLERK AND RECORDER OF SALT LAKE COUNTY, UTAH

DATE: Nov 6 1996 TIME: 11:00 AM

BY: William G. Pratt RECORDER

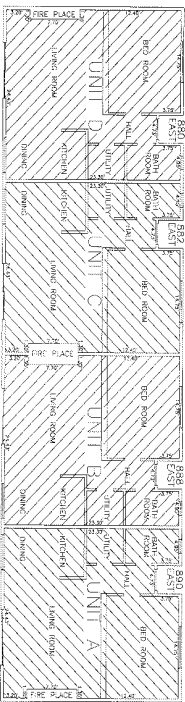
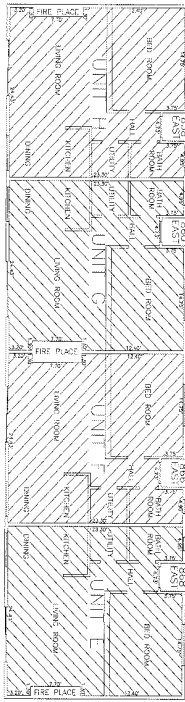
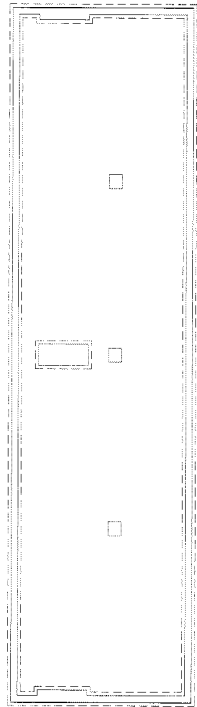
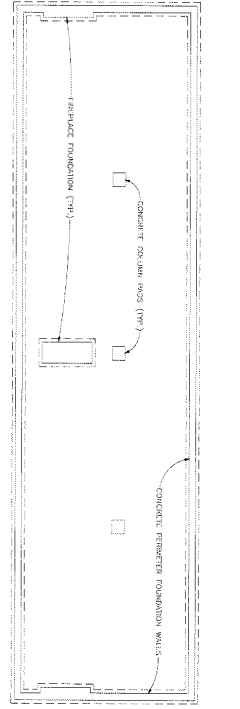
**SALT LAKE COUNTY RECORDER**

RECORDED AND FILED IN THE OFFICE OF THE CLERK AND RECORDER OF SALT LAKE COUNTY, UTAH

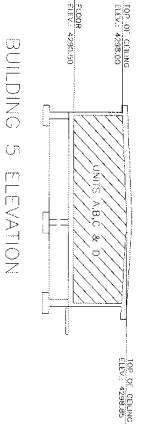
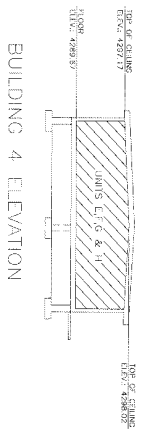
DATE: Nov 6 1996 TIME: 11:00 AM

BY: William G. Pratt RECORDER

*Walter A. Knight*  
 ARCHITECT  
 SALT LAKE CITY, UTAH



PREPARED BY  
 DATE  
 DRAWN BY  
 CHECKED BY  
 PROJECT NO.  
 SHEET NO.



ADDITIONAL TABLE

TABLE NUMBER	DESCRIPTION
1	FOUNDATION PLAN
2	FLOOR PLAN
3	ELEVATION
4	SECTION
5	DETAIL
6	MECHANICAL
7	ELECTRICAL
8	PLUMBING
9	PAINT
10	FINISH

RECORD OF SURVEY MAP  
**WHITE MAPLE PLACE**  
 CONDOMINIUMS  
 A BULK CONDOMINIUM PROJECT LOCATED IN  
 THE CITY OF SALT LAKE COUNTY, UTAH  
 1 SOUTH, RANGE 11 EAST, T34N R07E & WESTBY  
 SALT LAKE COUNTY RECORDED SHEET 5 OF 5  
 PREPARED BY: **WESLEY WATSON**  
 DATE: **11/2/20**  
 RECORDED AND FILED AT THE OFFICE OF THE  
 CLERK OF COURTS, SALT LAKE COUNTY, UTAH  
 ON **NOV 10 2020**  
 BY: **WESLEY WATSON**

**LARSEN & MALMQUIST, INC.**  
 CONSULTING ENGINEERS  
 2700 SOUTH 2000 WEST, SUITE 100, SALT LAKE CITY, UTAH 84119  
 PHONE (801) 472-2881

JOB NO. 01234-018  
 SCALE: 1" = 8'  
 DATE: **Nov 4, 1996**  
 SALT LAKE COUNTY RECORDER  
 THE ZONING ORDINANCE REQUIREMENTS  
 WITHIN SALT LAKE COUNTY  
**William A. Malmquist**  
 COUNTY ENGINEER

SALT LAKE COUNTY RECORDED SHEET 5 OF 5  
 WHITE MAPLE PLACE CONDOMINIUMS  
 PREPARED BY: **WESLEY WATSON**  
 DATE: **11/2/20**  
 RECORDED AND FILED AT THE OFFICE OF THE  
 CLERK OF COURTS, SALT LAKE COUNTY, UTAH  
 ON **NOV 10 2020**  
 BY: **WESLEY WATSON**

**EXHIBIT C**

**Unit Numbers, Square Footage, and Undivided Interests in Common Areas**

Property			Square	Unit
Unit	Num	Address	Feet	Allocation
1	1	881 E. Maple View Dr. #11	870	1.2805%
2	2	881 E. Maple View Dr. #13	881	1.2967%
3	3	881 E. Maple View Dr. #12	881	1.2967%
4	4	881 E. Maple View Dr. #10	870	1.2805%
5	5	881 E. Maple View Dr. #21	870	1.2805%
6	6	881 E. Maple View Dr. #23	881	1.2967%
7	7	881 E. Maple View Dr. #22	881	1.2967%
8	8	881 E. Maple View Dr. #20	870	1.2805%
9	9	873 E Maple View Dr. #11	870	1.2805%
10	10	873 E Maple View Dr. #13	881	1.2967%
11	11	873 E Maple View Dr. #12	870	1.2805%
12	12	873 E Maple View Dr. #10	870	1.2805%
13	13	873 E Maple View Dr. #21	870	1.2805%
14	14	873 E Maple View Dr. #23	881	1.2967%
15	15	873 E Maple View Dr. #22	881	1.2967%
16	16	873 E Maple View Dr. #20	870	1.2805%
17	17	861 E. Maple View Dr. #11	870	1.2805%
18	18	861 E. Maple View Dr. #13	881	1.2967%
19	19	861 E. Maple View Dr. #12	881	1.2967%
20	20	861 E. Maple View Dr. #10	870	1.2805%
21	21	861 E. Maple View Dr. #21	870	1.2805%
22	22	861 E. Maple View Dr. #23	881	1.2967%
23	23	861 E. Maple View Dr. #22	881	1.2967%
24	24	861 E. Maple View Dr. #20	870	1.2805%
25	25	886 E. Maple Crest Ct. #10	869	1.2791%
26	26	886 E. Maple Crest Ct. #12	903	1.3291%
27	27	886 E. Maple Crest Ct. #13	903	1.3291%
28	28	886 E. Maple Crest Ct. #11	869	1.2791%
29	29	886 E. Maple Crest Ct. #20	869	1.2791%
30	30	886 E. Maple Crest Ct. #22	903	1.3291%
31	31	886 E. Maple Crest Ct. #23	903	1.3291%
32	32	886 E. Maple Crest Ct. #21	869	1.2791%
33	33	874 E. Maple Crest Ct. #10	869	1.2791%
34	34	874 E. Maple Crest Ct. #12	903	1.3291%
35	35	874 E. Maple Crest Ct. #13	903	1.3291%
36	36	874 E. Maple Crest Ct. #11	869	1.2791%
37	37	874 E. Maple Crest Ct. #20	869	1.2791%
38	38	874 E. Maple Crest Ct. #22	903	1.3291%
39	39	874 E. Maple Crest Ct. #23	903	1.3291%
40	40	874 E. Maple Crest Ct. #21	869	1.2791%

Property			Square	Unit
Unit	Num	Address	Feet	Allocation
41	41	862 E. Maple Crest Ct. #10	869	1.2791%
42	42	862 E. Maple Crest Ct. #12	903	1.3291%
43	43	862 E. Maple Crest Ct. #13	903	1.3291%
44	44	862 E. Maple Crest Ct. #11	869	1.2791%
45	45	862 E. Maple Crest Ct. #20	869	1.2791%
46	46	862 E. Maple Crest Ct. #22	903	1.3291%
47	47	862 E. Maple Crest Ct. #23	903	1.3291%
48	48	862 E. Maple Crest Ct. #21	869	1.2791%
49	49	3780 S. Maple View Dr. #10	890	1.3100%
50	50	3780 S. Maple View Dr. #12	889	1.3085%
51	51	3780 S. Maple View Dr. #13	889	1.3085%
52	52	3780 S. Maple View Dr. #11	890	1.3100%
53	53	3780 S. Maple View Dr. #20	890	1.3100%
54	54	3780 S. Maple View Dr. #22	889	1.3085%
55	55	3780 S. Maple View Dr. #23	889	1.3085%
56	56	3780 S. Maple View Dr. #21	890	1.3100%
57	57	3770 S. Maple View Dr. #10	890	1.3100%
58	58	3770 S. Maple View Dr. #12	889	1.3085%
59	59	3770 S. Maple View Dr. #13	889	1.3085%
60	60	3770 S. Maple View Dr. #11	890	1.3100%
61	61	3770 S. Maple View Dr. #20	890	1.3100%
62	62	3770 S. Maple View Dr. #22	889	1.3085%
63	63	3770 S. Maple View Dr. #23	889	1.3085%
64	64	3770 S. Maple View Dr. #21	890	1.3100%
65	65	3758 S. Maple View Dr. #10	890	1.3100%
66	66	3758 S. Maple View Dr. #12	889	1.3085%
67	67	3758 S. Maple View Dr. #13	889	1.3085%
68	68	3758 S. Maple View Dr. #11	890	1.3100%
69	69	3758 S. Maple View Dr. #20	890	1.3100%
70	70	3758 S. Maple View Dr. #22	889	1.3085%
71	71	3758 S. Maple View Dr. #23	889	1.3085%
72	72	3758 S. Maple View Dr. #21	890	1.3100%
A	73	890 E. Maple View Dr.	541	0.7963%
B	74	888 E. Maple View Dr.	541	0.7963%
C	75	882 E. Maple View Dr.	541	0.7963%
D	76	880 E. Maple View Dr.	541	0.7963%
E	77	868 E. Maple View Dr.	541	0.7963%
F	78	866 E. Maple View Dr.	541	0.7963%
G	79	860 E. Maple View Dr.	541	0.7963%
H	80	858 E. Maple View Dr.	541	0.7963%
<b>Totals all units:</b>			<b>35,177</b>	<b>100.0010%</b>



**EXHIBIT D**

**Covered Parking Stalls (in Stall Number Order)**

North Building Covered Parking Stalls (in Stall Number Order)					
Covered Parking Stall Number			Covered Parking Stall Assigned to		
Described on Plat Map	Specified in Deeds	Definition in CC&Rs	Unit	Num	Unit Address
1	1	1	1	1	881 E. Maple View Dr. #11
2	2	2	2	2	881 E. Maple View Dr. #13
<b>Breezeway - 881 East Maple View Drive</b>					
3	3	3	3	3	881 E. Maple View Dr. #12
4	4	4	4	4	881 E. Maple View Dr. #10
5	5	5	5	5	881 E. Maple View Dr. #21
6	6	6	6	6	881 E. Maple View Dr. #23
7	7	7	7	7	881 E. Maple View Dr. #22
8	8	8	8	8	881 E. Maple View Dr. #20
9	9	9	9	9	873 E Maple View Dr. #11
10	10	10	10	10	873 E Maple View Dr. #13
11	11	11	11	11	873 E Maple View Dr. #12
<b>Breezeway - 873 East Maple View Drive</b>					
12	12	12	12	12	873 E Maple View Dr. #10
13	13	13	13	13	873 E Maple View Dr. #21
14	14	14	14	14	873 E Maple View Dr. #23
15	15	15	15	15	873 E Maple View Dr. #22
16	16	16	16	16	873 E Maple View Dr. #20
17	17	17	17	17	861 E. Maple View Dr. #11
18	18	18	18	18	861 E. Maple View Dr. #13
19	19	19			Not Assigned to Any Unit
20	20	20	20	20	861 E. Maple View Dr. #10
<b>Breezeway - 861 East Maple View Drive</b>					
21	21	21	21	21	861 E. Maple View Dr. #21
22	22	22	22	22	861 E. Maple View Dr. #23
23	23	23	23	23	861 E. Maple View Dr. #22
24	24	24	24	24	861 E. Maple View Dr. #20
Not on Plat Map	75	861 E	19	19	861 E. Maple View Dr. #12
162		#12	19	19	861 E. Maple View Dr. #12

Middle Buildings Covered Parking Stalls (in Stall Number Order)					
Covered Parking Stall Number			Covered Parking Stall Assigned to		
Described on Plat Map	Specified in Deeds	Definition in CC&Rs	Unit	Num	Unit Address
25	25	25	A	73	890 E. Maple View Dr.
26	26	26	B	74	888 E. Maple View Dr.
27	27	27	C	75	882 E. Maple View Dr.
28	28	28	D	76	880 E. Maple View Dr.
29		29			Not Assigned to Any Unit
30		30			Visitor Parking
31		31			Visitor Parking
32		32			Visitor Parking
33		33			Handicap Parking
34		34			Not Assigned to Any Unit
35	35	35	E	77	868 E. Maple View Dr.
36	36	36	F	78	866 E. Maple View Dr.
37	37	37	G	79	860 E. Maple View Dr.
38	38	38	H	80	858 E. Maple View Dr.

West Building Covered Parking Stalls (in Stall Number Order)					
Covered Parking Stall Number			Covered Parking Stall Assigned to		
Described on Plat Map	Specified in Deeds	Definition in CC&Rs	Unit	Num	Unit Address
70	70	70	72	72	3758 S. Maple View Dr. #21
71	71	71	71	71	3758 S. Maple View Dr. #23
72	72	72	70	70	3758 S. Maple View Dr. #22
73	73	73	69	69	3758 S. Maple View Dr. #20
74	74	74	66	66	3758 S. Maple View Dr. #12
<b>Breezeway - 3758 South Maple View Drive</b>					
75	74	75	68	68	3758 S. Maple View Dr. #11
76	75	76	67	67	3758 S. Maple View Dr. #13
77	77	77	65	65	3758 S. Maple View Dr. #10
Not on Plat Map	Not on Plat Map	78			Not Assigned to Any Unit
78	78	79	64	64	3770 S. Maple View Dr. #21
87	87	80	63	63	3770 S. Maple View Dr. #23
88	88	81	62	62	3770 S. Maple View Dr. #22
89	89	82	61	61	3770 S. Maple View Dr. #20
90	90	83			Not Assigned to Any Unit
<b>Breezeway - 3770 South Maple View Drive</b>					
91	90	90	60	60	3770 S. Maple View Dr. #11
92	91	91	59	59	3770 S. Maple View Dr. #13
93	92	92	58	58	3770 S. Maple View Dr. #12
Blank	93	93	57	57	3770 S. Maple View Dr. #10
Not on Plat Map	87	94	56	56	3780 S. Maple View Dr. #21
94	95	95	55	55	3780 S. Maple View Dr. #23
95	96	96	54	54	3780 S. Maple View Dr. #22
96	97	97	53	53	3780 S. Maple View Dr. #20
97		Handicap			Handicap Parking
<b>Breezeway - 3780 South Maple View Drive</b>					
98	98	98	52	52	3780 S. Maple View Dr. #11
99	99	99	51	51	3780 S. Maple View Dr. #13
100	100	100	50	50	3780 S. Maple View Dr. #12
101	101	101	49	49	3780 S. Maple View Dr. #10

South Building Covered Parking Stalls (in Stall Number Order)					
Covered Parking Stall Number			Covered Parking Stall Assigned to		
Described on Plat Map	Specified in Deeds	Definition in CC&Rs	Unit	Num	Unit Address
132	131	131	48	48	862 E. Maple Crest Ct. #21
133	38	132	47	47	862 E. Maple Crest Ct. #23
134	133	133	46	46	862 E. Maple Crest Ct. #22
135	134	134	45	45	862 E. Maple Crest Ct. #20
136	135	135	44	44	862 E. Maple Crest Ct. #11
<b>Breezeway - 862 East Maple Crest Court</b>					
137	43	136	43	43	862 E. Maple Crest Ct. #13
138	137	137	42	42	862 E. Maple Crest Ct. #12
139	138	138	41	41	862 E. Maple Crest Ct. #10
140	139	139	40	40	874 E. Maple Crest Ct. #21
141	40	140	39	39	874 E. Maple Crest Ct. #23
142	141	141	38	38	874 E. Maple Crest Ct. #22
<b>Breezeway - 874 East Maple Crest Court</b>					
143	143	142	37	37	874 E. Maple Crest Ct. #20
144	143	143	36	36	874 E. Maple Crest Ct. #11
145	144	144	35	35	874 E. Maple Crest Ct. #13
146	145	145	34	34	874 E. Maple Crest Ct. #12
Not on Plat Map	146	146	33	33	874 E. Maple Crest Ct. #10
147	147	147	32	32	886 E. Maple Crest Ct. #21
148	148	148	31	31	886 E. Maple Crest Ct. #23
149	149	149	30	30	886 E. Maple Crest Ct. #22
150	150	150	29	29	886 E. Maple Crest Ct. #20
<b>Breezeway - 886 East Maple Crest Court</b>					
151	151	151	28	28	886 E. Maple Crest Ct. #11
152	152	152	27	27	886 E. Maple Crest Ct. #13
153	153	153	26	26	886 E. Maple Crest Ct. #12
154	154	154	25	25	886 E. Maple Crest Ct. #10
Not on Plat Map		163			Not Assigned to Any Unit

## EXHIBIT E

### Covered Parking Stalls (in Unit Address Order)

North Building Covered Parking Stalls (In Unit Address Order)					
Covered Parking Stall Assigned to			Covered Parking Stall Number		
Unit	Num	Unit Address	Described on Plat Map	Specified in Deeds	Definition in CC&Rs
<b>Breezeway - 861 East Maple View Drive</b>					
20	20	861 E. Maple View Dr. #10	20	20	<b>20</b>
17	17	861 E. Maple View Dr. #11	17	17	<b>17</b>
19	19	861 E. Maple View Dr. #12	Not on Plat Map	75	<b>861 E</b>
			162		<b>#12</b>
18	18	861 E. Maple View Dr. #13	18	18	<b>18</b>
24	24	861 E. Maple View Dr. #20	24	24	<b>24</b>
21	21	861 E. Maple View Dr. #21	21	21	<b>21</b>
23	23	861 E. Maple View Dr. #22	23	23	<b>23</b>
22	22	861 E. Maple View Dr. #23	22	22	<b>22</b>
<b>Breezeway - 873 East Maple View Drive</b>					
12	12	873 E Maple View Dr. #10	12	12	<b>12</b>
9	9	873 E Maple View Dr. #11	9	9	<b>9</b>
11	11	873 E Maple View Dr. #12	11	11	<b>11</b>
10	10	873 E Maple View Dr. #13	10	10	<b>10</b>
16	16	873 E Maple View Dr. #20	16	16	<b>16</b>
13	13	873 E Maple View Dr. #21	13	13	<b>13</b>
15	15	873 E Maple View Dr. #22	15	15	<b>15</b>
14	14	873 E Maple View Dr. #23	14	14	<b>14</b>
<b>Breezeway - 881 East Maple View Drive</b>					
4	4	881 E. Maple View Dr. #10	4	4	<b>4</b>
1	1	881 E. Maple View Dr. #11	1	1	<b>1</b>
3	3	881 E. Maple View Dr. #12	3	3	<b>3</b>
2	2	881 E. Maple View Dr. #13	2	2	<b>2</b>
8	8	881 E. Maple View Dr. #20	8	8	<b>8</b>
5	5	881 E. Maple View Dr. #21	5	5	<b>5</b>
7	7	881 E. Maple View Dr. #22	7	7	<b>7</b>
6	6	881 E. Maple View Dr. #23	6	6	<b>6</b>

Middle Buildings Covered Parking Stalls (In Unit Address Order)					
Covered Parking Stall Assigned to			Covered Parking Stall Number		
Unit	Num	Unit Address	Described on Plat Map	Specified in Deeds	Definition in CC&Rs
H	80	858 E. Maple View Dr.	38	38	<b>38</b>
G	79	860 E. Maple View Dr.	37	37	<b>37</b>
F	78	866 E. Maple View Dr.	36	36	<b>36</b>
E	77	868 E. Maple View Dr.	35	35	<b>35</b>
D	76	880 E. Maple View Dr.	28	28	<b>28</b>
C	75	882 E. Maple View Dr.	27	27	<b>27</b>
B	74	888 E. Maple View Dr.	26	26	<b>26</b>
A	73	890 E. Maple View Dr.	25	25	<b>25</b>

West Building Covered Parking Stalls (In Unit Address Order)					
Covered Parking Stall Assigned to			Covered Parking Stall Number		
Unit	Num	Unit Address	Described on Plat Map	Specified in Deeds	Definition in CC&Rs
<b>Breezeway - 3758 South Maple View Drive</b>					
65	65	3758 S. Maple View Dr. #10	77	77	77
68	68	3758 S. Maple View Dr. #11	75	74	75
66	66	3758 S. Maple View Dr. #12	74	74	74
67	67	3758 S. Maple View Dr. #13	76	75	76
69	69	3758 S. Maple View Dr. #20	73	73	73
72	72	3758 S. Maple View Dr. #21	70	70	70
70	70	3758 S. Maple View Dr. #22	72	72	72
71	71	3758 S. Maple View Dr. #23	71	71	71
<b>Breezeway - 3770 South Maple View Drive</b>					
57	57	3770 S. Maple View Dr. #10	Blank	93	93
60	60	3770 S. Maple View Dr. #11	91	90	90
58	58	3770 S. Maple View Dr. #12	93	92	92
59	59	3770 S. Maple View Dr. #13	92	91	91
61	61	3770 S. Maple View Dr. #20	89	89	82
64	64	3770 S. Maple View Dr. #21	78	78	79
62	62	3770 S. Maple View Dr. #22	88	88	81
63	63	3770 S. Maple View Dr. #23	87	87	80
<b>Breezeway - 3780 South Maple View Drive</b>					
49	49	3780 S. Maple View Dr. #10	101	101	101
52	52	3780 S. Maple View Dr. #11	98	98	98
50	50	3780 S. Maple View Dr. #12	100	100	100
51	51	3780 S. Maple View Dr. #13	99	99	99
53	53	3780 S. Maple View Dr. #20	96	97	97
56	56	3780 S. Maple View Dr. #21	Not on Plat Map	87	94
54	54	3780 S. Maple View Dr. #22	95	96	96
55	55	3780 S. Maple View Dr. #23	94	95	95

South Building Covered Parking Stalls (In Unit Address Order)					
Covered Parking Stall Assigned to			Covered Parking Stall Number		
Unit	Num	Unit Address	Described on Plat Map	Specified in Deeds	Definition in CC&Rs
<b>Breezeway - 862 East Maple Crest Court</b>					
41	41	862 E. Maple Crest Ct. #10	139	138	<b>138</b>
44	44	862 E. Maple Crest Ct. #11	136	135	<b>135</b>
42	42	862 E. Maple Crest Ct. #12	138	137	<b>137</b>
43	43	862 E. Maple Crest Ct. #13	137	43	<b>136</b>
45	45	862 E. Maple Crest Ct. #20	135	134	<b>134</b>
48	48	862 E. Maple Crest Ct. #21	132	131	<b>131</b>
46	46	862 E. Maple Crest Ct. #22	134	133	<b>133</b>
47	47	862 E. Maple Crest Ct. #23	133	38	<b>132</b>
<b>Breezeway - 874 East Maple Crest Court</b>					
33	33	874 E. Maple Crest Ct. #10	Not on Plat Map	146	<b>146</b>
36	36	874 E. Maple Crest Ct. #11	144	143	<b>143</b>
34	34	874 E. Maple Crest Ct. #12	146	145	<b>145</b>
35	35	874 E. Maple Crest Ct. #13	145	144	<b>144</b>
37	37	874 E. Maple Crest Ct. #20	143	143	<b>142</b>
40	40	874 E. Maple Crest Ct. #21	140	139	<b>139</b>
38	38	874 E. Maple Crest Ct. #22	142	141	<b>141</b>
39	39	874 E. Maple Crest Ct. #23	141	40	<b>140</b>
<b>Breezeway - 886 East Maple Crest Court</b>					
25	25	886 E. Maple Crest Ct. #10	154	154	<b>154</b>
28	28	886 E. Maple Crest Ct. #11	151	151	<b>151</b>
26	26	886 E. Maple Crest Ct. #12	153	153	<b>153</b>
27	27	886 E. Maple Crest Ct. #13	152	152	<b>152</b>
29	29	886 E. Maple Crest Ct. #20	150	150	<b>150</b>
32	32	886 E. Maple Crest Ct. #21	147	147	<b>147</b>
30	30	886 E. Maple Crest Ct. #22	149	149	<b>149</b>
31	31	886 E. Maple Crest Ct. #23	148	148	<b>148</b>

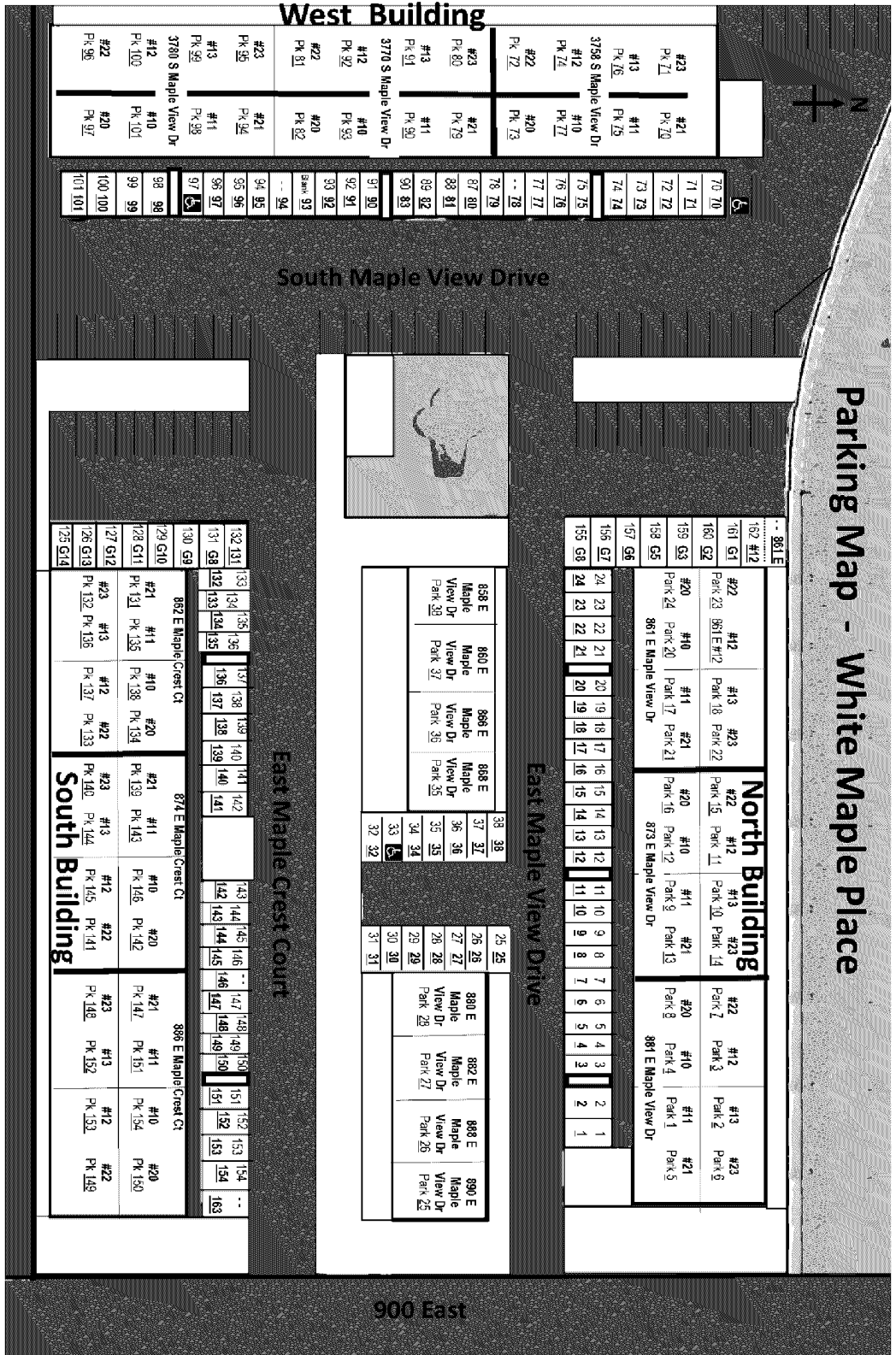


## EXHIBIT F – GARAGES

As shown on the records of the Salt Lake County Recorder's Office as of 08-31-2020

Garage			Use of Garage Assigned to		
Described on Plat Map	Specified in Deeds	Definition in CC&Rs	Unit	Num	Address
<b>Garages on West End of North Building</b>					
Stall 161	Stall 161	<b>Garage 1</b>	59	59	3770 S. Maple View Dr. #13
Stall 160	Stall 160	<b>Garage 2</b>	8	8	881 E. Maple View Dr. #20
Stall 159	Stall 159	<b>Garage 3</b>	11	11	873 E Maple View Dr. #12
Stall 158	Stall 158	<b>Garage 4</b>	18	18	861 E. Maple View Dr. #13
Stall 157	Stall 157	<b>Garage 5</b>	D	76	880 E. Maple View Dr.
Stall 156	Stall 156	<b>Garage 6</b>	C	75	882 E. Maple View Dr.
Stall 155	Stall 155	<b>Garage 7</b>	10	10	873 E Maple View Dr. #13
<b>Garages on West End of South Building</b>					
Stall 131	Stall 131	<b>Garage 8</b>	51	51	3780 S. Maple View Dr. #13
Stall 130	Stall 130	<b>Garage 9</b>	42	42	862 E. Maple Crest Ct. #12
Stall 129	Stall 129	<b>Garage 10</b>	35	35	874 E. Maple Crest Ct. #13
Stall 128	Stall 128	<b>Garage 11</b>	50	50	3780 S. Maple View Dr. #12
Stall 127	Stall 127	<b>Garage 12</b>	57	57	3770 S. Maple View Dr. #10
Stall 126	Stall 126	<b>Garage 13</b>	33	33	874 E. Maple Crest Ct. #10
Stall 125	Stall 125	<b>Garage 14</b>	43	43	862 E. Maple Crest Ct. #13

**EXHIBIT G - PARKING AND GARAGE MAP**



**Understanding Numbers on the Map:** The term **Plat Map** refers to the original architectural drawings of the condominiums in the CC&Rs, which show the original layout of the parking stalls

Numbers preceded by a # These are unit breezeway address numbers. Example: #23 for breezeway "3758 S Maple View Dr", is the address: 3758 S Maple View Dr #23

Numbers NOT underlined These are the original parking stall numbers as shown on the condominium Plat Map and owner deeds. These may not be the current parking stall numbers

Underlined numbers Current parking stall numbers or garage numbers. Examples: Current parking stall 132 was stall 133 on original Plat Map. G1 = Garage 1 (Plat Map stall 161)

Some stalls show .. These parking stalls did not exist on the original condominium Plat Map

**Assigned Covered Parking Spaces**

North Building	Parking Space
861 E. Maple View Dr. #10	20
861 E. Maple View Dr. #11	17
861 E. Maple View Dr. #12	861 E & #12
861 E. Maple View Dr. #13	18
861 E. Maple View Dr. #20	24
861 E. Maple View Dr. #21	21
861 E. Maple View Dr. #22	23
861 E. Maple View Dr. #23	22
873 E Maple View Dr. #10	12
873 E Maple View Dr. #11	9
873 E Maple View Dr. #12	11
873 E Maple View Dr. #13	10
873 E Maple View Dr. #20	16
873 E Maple View Dr. #21	13
873 E Maple View Dr. #22	15
873 E Maple View Dr. #23	14
881 E. Maple View Dr. #10	4
881 E. Maple View Dr. #11	1
881 E. Maple View Dr. #12	3
881 E. Maple View Dr. #13	2
881 E. Maple View Dr. #20	8
881 E. Maple View Dr. #21	5
881 E. Maple View Dr. #22	7
881 E. Maple View Dr. #23	6

South Building	Parking Space
862 E. Maple Crest Ct. #10	138
862 E. Maple Crest Ct. #11	135
862 E. Maple Crest Ct. #12	137
862 E. Maple Crest Ct. #13	136
862 E. Maple Crest Ct. #20	134
862 E. Maple Crest Ct. #21	131
862 E. Maple Crest Ct. #22	133
862 E. Maple Crest Ct. #23	132
874 E. Maple Crest Ct. #10	146
874 E. Maple Crest Ct. #11	143
874 E. Maple Crest Ct. #12	145
874 E. Maple Crest Ct. #13	144
874 E. Maple Crest Ct. #20	142
874 E. Maple Crest Ct. #21	139
874 E. Maple Crest Ct. #22	141
874 E. Maple Crest Ct. #23	140
886 E. Maple Crest Ct. #10	154
886 E. Maple Crest Ct. #11	151
886 E. Maple Crest Ct. #12	153
886 E. Maple Crest Ct. #13	152
886 E. Maple Crest Ct. #20	150
886 E. Maple Crest Ct. #21	147
886 E. Maple Crest Ct. #22	149
886 E. Maple Crest Ct. #23	148

West Building	Parking Space
3758 S. Maple View Dr. #10	77
3758 S. Maple View Dr. #11	75
3758 S. Maple View Dr. #12	74
3758 S. Maple View Dr. #13	76
3758 S. Maple View Dr. #20	73
3758 S. Maple View Dr. #21	70
3758 S. Maple View Dr. #22	72
3758 S. Maple View Dr. #23	71
3770 S. Maple View Dr. #10	93
3770 S. Maple View Dr. #11	90
3770 S. Maple View Dr. #12	92
3770 S. Maple View Dr. #13	91
3770 S. Maple View Dr. #20	82
3770 S. Maple View Dr. #21	79
3770 S. Maple View Dr. #22	81
3770 S. Maple View Dr. #23	80
3780 S. Maple View Dr. #10	101
3780 S. Maple View Dr. #11	98
3780 S. Maple View Dr. #12	100
3780 S. Maple View Dr. #13	99
3780 S. Maple View Dr. #20	97
3780 S. Maple View Dr. #21	94
3780 S. Maple View Dr. #22	96
3780 S. Maple View Dr. #23	95

Middle Buildings	Parking Space
858 E. Maple View Dr.	38
860 E. Maple View Dr.	37
866 E. Maple View Dr.	36
868 E. Maple View Dr.	35
880 E. Maple View Dr.	28
882 E. Maple View Dr.	27
888 E. Maple View Dr.	26
890 E. Maple View Dr.	25

<b>Resolved Covered Parking Spaces</b>
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The tables and map show assigned covered parking space numbers as resolved in the 2020 CC&Rs.

**The assigned covered parking spaces needed to be resolved because:** a) the current numbers on the covered parking spaces do NOT match the numbers on the Plat Map in the original 11-06-96 CC&Rs; b) there are several conflicts in the assigned covered parking spaces on the original CC&R Plat Map, and c) there are parking space number conflicts and duplicates on some deeds at the Salt Lake County Recorder's Office.

Consequently, some resolved parking space numbers may be different than what is shown on some deeds at the Salt Lake County Recorder's Office.

**EXHIBIT H**  
**BYLAWS**  
**OF**  
**WHITE MAPLE PLACE CONDOMINIUM ASSOCIATION**

**ARTICLE 1 - DEFINITIONS**

The definitions contained in, and adopted by, the Declaration shall be applicable to these Bylaws.

**ARTICLE 2 - BOARD OF DIRECTORS AND OFFICERS OF THE ASSOCIATION**

2.1 General Powers. The affairs of the Association shall be governed by a Board of Directors composed of at least three (3) and not more than five (5) Board members, as determined by the Board.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things which are not by law or the Governing Documents specifically directed to be exercised and done by, or upon the vote of, the Owners. The Board may delegate any powers, or duties of officers, to other persons or agents as the Board deems necessary, or appropriate from time to time. Any principal officer may prepare, execute, certify, and record amendments to the Declaration, on behalf of the Association, after such amendments have been previously and properly adopted in accordance with the amendment provisions of the Declaration.

Directors shall follow the provisions of the Governing Documents in the execution of their position, and in determining the actions which are in the best interest of the Association.

The Board may utilize electronic means to transact Association business as set forth in Article 11, Section 11.2.

2.2 Best Interest for Association. A Board member or officer shall act in their duties (a) in good faith, (b) with the care in which a reasonable, prudent person, in a like position, would exercise under similar circumstances, and (c) in a manner the Board member or officer reasonably believes to be in the best interests of the Association.

The Board of Directors members shall, at all times, keep themselves reasonably informed. A Board member or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Association whom the Board member or officer reasonably

believes to be reliable and competent in the matters presented, (b) legal counsel, a public accountant, or another person as to matters the Board member or officer reasonably believes are within the person's professional or expert competence, or (c) in the case of a Board member, or a sub-committee of the Association, if the Board member reasonably believes the sub-committee merits confidence.

2.3 Terms as a Director. Members of the Board of Directors shall serve for a term of two (2) years. The terms shall be staggered, so all Board members are never elected in the same year. Board members can run for consecutive terms. When a Board member is elected for an additional term, they are released from the specific office which they had previously held. At the Organizational Meeting, the Board then assigns newly elected members to open offices, by appointment, choice or election.

The Board may at its discretion, adjust the term of one or more board members, so that the number of board members elected each year is balanced and staggered (for example: two Board members elected one year and three elected the following year).

2.4 Requirements for Board of Directors. All Board members must be a resident (that is, residing in the Association) Owner who is listed on the recorded deed for a particular Unit, or be the spouse of an Owner who is listed on the deed of record. Only one person from a household may serve on the Board at the same time.

A representative of an entity which owns a Unit, and only one such representative, may serve on the Board; such that a shareholder of a corporation, a member of an LLC, a partner of a partnership, a trustee or beneficiary of a trust, or a personal representative of an estate, may serve on the Board of the corporation.

2.5 Principal Officers. The Board of Directors will consist of a president, a vice-president, a secretary and a treasurer. The Board may designate an office of assistant treasurer and assistant secretary. 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.

The president and vice-president shall be a member of the Board of Directors, but the other officers need not be Board members or Owners. Any Board member may be an officer of the Association.

2.6 Multiple Offices. A person may simultaneously hold more than one office.

2.7 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.

2.8 Duties of Officers.

2.8.1 President. The president shall be the chief executive officer of the Association. He

or she shall preside at all meetings of the Association and of the Board of Directors. The president shall have all of the general powers and duties which are usually vested in the office of president of an association. The president shall have the authority to sign all leases, mortgages, deeds and other written instruments, including amendments to the Governing Documents.

2.8.2 Vice-President. The vice-president shall act in the place and stead of the president in the event of the president's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board. The Vice-President shall likewise have the authority to sign all leases, mortgages, deeds and other written instruments.

2.8.3 Secretary. The secretary shall (a) prepare and maintain the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association, (b) have charge of such books, papers and records as the Board of Directors may direct, (c) shall have the responsibility for preparation and maintenance of other records and information required to be kept by the Association under the Act and under Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act, (d) and for authenticating records of the nonprofit corporation. In general, the secretary shall perform all of the duty's incident to the office of secretary,

2.8.4 Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Board of Directors and disbursing funds as directed by resolution of the Board of Directors.

2.9 Vacancies on the Board of Directors. Vacancies caused by any reason other than the removal of a Board member by a vote of the Association, shall be filled for the balance of the term by vote of a majority of the remaining Board members even though they may constitute less than a quorum of Board members. Each person so elected, shall be a Board member until a successor is elected upon expiration of the term for which the vacant person was elected to serve.

2.10 Removal, Resignation, Death of Board Member. At any annual or special meeting, any one or more of the Board members, other than interim Board members, may be removed, with or without cause, by a majority of the voting interests of the Members. A successor may be elected at that meeting, if a quorum of Board members is present, to fill the vacancy thus created. The notice of the meeting must state that the removal is to be considered and any Trustee whose removal has been proposed by the Owners may be given an opportunity to be heard at the meeting.

In addition to powers granted by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Board of Directors shall have the power to declare the office of a member of the Board of Directors to be vacant. In the Board of Directors' discretion, they can appoint such committee as deemed appropriate to choose a replacement or have a Board quorum vote.

If any Director position becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Board of Directors can elect a successor to fill the unexpired term. The Board of Directors may declare the office of a member of the Board of Directors to be vacant if a Board member is absent from three (3) consecutive regular meetings of the Board of Directors, or from more than 25% of the regular meetings held in any 12 month period, or failed to respond within 24 hours of a request to take action without a meeting more than twice in any 6 month period, failing to (1) vote for the action, (2) vote against the action, or (3) demand that action not be taken without a meeting.

2.11 Removal or Resignation of Officers. Officers shall hold office at the pleasure of the Board of Directors. Upon an affirmative vote of a majority of the members of the Board of Directors any officer may be removed, either with or without cause.

Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. The resignation shall take effect on the date of receipt of the notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

2.12 Compensation of Board Members and Officers. No member of the Board of Directors may receive any compensation from the Association for acting as an officer of Board member, unless the compensation is authorized by a vote of the Owners. However, any Board member may be reimbursed for actual expenses incurred in the performance of his or her duties.

### **ARTICLE 3 –MEETINGS OF THE MEMBERS**

3.1 Annual Meetings. Each regular annual meeting of the members shall be held each year on the day and at a time and suitable place, within the State of Utah, designated by the Board of Directors of the Association. The annual meeting is for the whole Association, meaning all Unit Owners. Special meetings follow the same rules as annual meetings, with the whole membership invited to deal with issues as needed.

3.2 Special Meetings. The Association, by and through the Board of Directors, can send notice, hold and conduct a special meeting of its members if there is a demand for it from either the Board of Directors, or if the Association receives written demands for a meeting. To require the Board to hold a special meeting, petitions need to be signed and dated by members in good standing holding at least 25% of the voting rights of the Association. It must state the purpose or purposes for which the meeting is to be held. The Board shall set the time and date for the meeting so that the meeting occurs within 65 days of receipt of the demand and if notice of the meeting is not given by the Board within 30 days after the date the written demand is delivered to an Association officer, a person signing the demand may set the time and place of the meeting and give notice pursuant to the requirements herein. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

3.3 Notice of Meetings. Written notice of each meeting of the full membership shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, in a fair and reasonable manner. A copy of such notice is to be delivered to each member by US mail or

Email, who is entitled to vote thereat, in accordance with the notice requirements specified in these Bylaws, and sufficiently in advance of the meeting to provide fair and reasonable notice of the meeting, as determined by the Board. Notice shall always be deemed fair and reasonable if given not less than ten (10) days nor more than sixty (60), but shorter notice may also be fair and reasonable when all the circumstances are considered. The notice shall specify the place, day and hour of the meeting, and must include a description of any matter that must be approved by the members and, in the case of a special meeting, the purpose of the meeting.

3.4 Meeting Procedure. Rules of order may be adopted by resolution of the Board of Directors, otherwise, the President shall conduct meetings according to the procedure he or she deems fit. The President shall have absolute authority to fix the period of time allowed for the registration of Owners and the filing of proxies, to determine the order of business to be conducted at such meeting and to establish reasonable rules for expediting the business of the meeting (including any informal or question and answer portions thereof). A decision of the Association may not be challenged on the basis that appropriate rules of order were not used.

3.5 Order of Business. The order of business at annual meetings of the Association shall be according to the order established by the President, and by way of example, may include the following: (a) Calling of the roll and certifying of proxies; (b) Proof of notice of meeting or waiver of notice; (c) Reading of minutes of preceding meeting; (d) Reports of officers; (e) Reports of committees, if any; (f) Election of Board members; (g) Unfinished business; (h) New business; and (i) Adjournment.

3.6 Binding Vote at Special or Annual Meetings. Action on a matter other than the election of Directors, which is approved, shall be binding upon all Owners if a quorum of Owners exists. The votes cast favoring the action need to exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by the Governing Documents. Each action needs due diligence with research within the Governing Documents to determine its viability in advance of the meeting. The action needs to be put down in writing, with research cited as needed, so it can be added to the Governing Documents.

3.7 Mutual Respect Clause. Issues regarding the use of property and the management of the Association can be very emotional and create animosity amongst Owners and neighbors. As members of the Board of Directors, Owners volunteer their time and talents to serve the Community without compensation. Accordingly, it is imperative that Owners and Board members must need to respect one another and treat each other with civility. Any discussions regarding community issues must take place in the proper settings, i.e. Board and Member meetings, and with proper tones so that such discussions do not degenerate into personal attacks, violate personal space, nor violate expected privacy. All parties must treat each other with respect – even when they disagree. The President is in charge of the meeting and can require anyone who is being disruptive to leave.

3.8 Irregularities. All informalities and/or irregularities in calls, notices of meetings and in the manner of voting, credentials, and methods of ascertaining those present shall be deemed waived if no objection is made at the meeting.



3.9 Action by Written Ballot in Lieu of a Meeting. Any action that may be taken at any annual, regular, or special meeting of Owners may be taken without a meeting if the Association causes to be delivered a written ballot to every Member entitled to vote on the matter not less than fourteen (14) days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum of Owners required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum of Owners requirements; state the percentage of approvals necessary to approve each matter other than election of directors; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of Board of Director members, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting of Members and may be described as such in any document.

3.10 Action without Notice and a Meeting. Any action required to be taken or which may be taken at a meeting of Members may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, are signed by Members having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Members entitled to vote on the action were present and voted. All such writings must be received by the Association within a sixty-day period. Any such writing may be received by the Association by electronically transmitted facsimile or other form of communication providing the Association with a complete copy thereof, including a copy of the signature thereto. Action taken pursuant to this section shall be effective when the last writing necessary to affect the action is received by the Association, unless the writings describing and consenting to the action set forth a different effective date.

3.11 Representations and Promises from Individual Board Members. No representations, promises or commitments by a Board Member or Board Members to Owners or others shall be deemed a binding decision of the Board unless approved by the Board of Directors, acting a group as provided in these Bylaws.

3.12 Annual and Special Meetings of the Members by Telephonic Communications or Electronic Means. Consistent with Article X, Section 10.3 and Article XI, Section 11.2, any meetings of the Members may be conducted so that Association Members may participate via an Electronic Communication method which has been agreed upon by the Board; such as telephonic communication, or by the use of a means of communication that allows members of the Association participating to hear each other simultaneously, or otherwise to be able to communicate during the meeting. At such meetings, voting by the Members may be done by electronic means designated by the Board of Directors.

## **ARTICLE 4 – ELECTION OF BOARD MEMBERS**

4.1 Time and Place. Election of the Board of Directors for White Maple Place is done at the Annual Meeting of the Association of Owners, as called by the Board of Directors.

4.2 Percentage Voting. Each Unit shall be allocated such vote, in the affairs of the Association, equal to the percentage of undivided interest in the Common Areas and Facilities. The Board of Directors shall be entitled to vote on behalf of any Unit which has been acquired by, or on behalf of the Association, except the Board of Directors shall not be entitled to vote such Units in any election of Board members.

At the election, the members or their proxies may cast their percentage vote and any proxy which they legally hold. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Due to votes being based on a Unit's percentage interest in the Common Areas, voting by shall not be done by private ballots.

4.3 Quorum of Owners. For any meeting of the Association, including special meetings or action by written ballot, and except as otherwise provided in the Declaration or these Bylaws, Members holding twenty-five percent (25%) of the voting rights, represented in person, by proxy, or by written ballot, shall constitute a quorum. If any meeting or vote of Members cannot be organized because of a lack of quorum, the meeting may be adjourned to a time at least 48 hours from the time of the meeting at which a quorum was not present and Members holding twenty percent (20%) of the voting rights, represented in person, by proxy, or by written ballot, shall constitute a quorum at such adjourned meeting or vote. Any matter brought before the Owners for vote shall pass by a simple majority of the vote.

The subsequent ratification of an Owner of the action taken at a meeting shall constitute the presence of the person for the purpose of determining a quorum. When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of an Owner.

4.4 Proxies. A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner. It shall be filed with the secretary in accordance with procedures adopted by the Board by resolution, or as stated in the notice of the meeting. A proxy shall be valid for, and only for, the meeting (and any adjournment of the meeting) for which it was solicited, unless otherwise expressly stated in the proxy; however, no proxy may be valid for more than eleven (11) months after the date of execution. No proxy shall be valid if it purports to be revocable without notice. An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting, or to the Board if a vote is being conducted by written ballot in lieu of a meeting. Every proxy shall automatically cease upon sale of the Unit.

4.5 Absentee Ballots. A vote may be cast by absentee ballot, if approved in advance by the Board of Directors. An Absentee Ballot will not be valid, and will not be counted, unless it is delivered to a specified physical address, or delivered to a specific e-mail address, no less than 24 hours prior to the start time of a scheduled meeting. The "address" will be provided if the use of Absentee Ballots is approved by the Board.

4.6 Mortgagee Rights. An Owner may pledge or assign the Owner's voting rights to a Mortgagee. In such a case, the Mortgagee, or its designated representative, shall be entitled to receive all notices to which the Owner is entitled. They can exercise the Owner's voting rights, from and after the time, that the Mortgagee has given written notice of the pledge or assignment to the Board of Directors. Any first Mortgagee may designate a representative to attend all or any meetings of the Association.

4.7 Fiduciaries. An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any Unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

4.8 Joint Owners. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit may be exercised by any one of the Owners then present, in the absence of protest by a co-Owner. In the event of a protest, no one co-Owner shall be entitled to vote without the approval of all co-Owners. In the event of disagreement among the co-Owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

4.9 Method of Nomination. Nomination for election to the Board of Directors shall be made in the manner determined by the Board of Directors, which may include a Nominating Board and/or nominations from the floor at a meeting. If one is established, the Nominating Board shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies. The Nominating Board, if any, shall consist of a chairman, who shall be a member of the Board of Directors; and one or more members of the Association.

4.10 Election Inspectors. The Board, in advance of the annual meeting, or any other meeting of the Members, may appoint an election inspector or inspectors to act at such meeting (and at any adjournment thereof). If an election inspector or inspectors are not so appointed, the President may, or upon request of 10% of the Members entitled to vote at the meeting, will make such appointment. If any person appointed as an inspector fails to appear or to act, a substitute may be appointed by the President. If appointed, the election inspector or, inspectors (acting through a majority of them if there be more than one) will determine the Members entitled to vote, the authenticity, validity and effect of proxies and the number of Members represented at the meeting in person and by proxy; they will receive and count votes, ballots and consents then announce the results. The result announcement will be reflected in the minutes of the meeting and shall be conclusive evidence of such results for all purposes. The Inspectors will hear and determine all challenges and questions pertaining to proxies and voting. In general, they will perform such acts as may be proper to conduct elections and voting with complete fairness to all Members.

## **ARTICLE 5 – ORGANIZATIONAL MEETING**

5.1 Location, Date and Time. The first meeting of a newly elected Board is to designate positions of the Directors. This meeting shall be held within fourteen (14) days of the annual election, at the place, date and time fixed by the new Board members. The Organizational meeting can be held at the end of the annual meeting, at which the Board members were elected. In order to legally hold the organizational meeting, a majority of the elected Board members must be present.

5.2 Procedure and Business. Until the election of new officers, the organizational meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is as member of the newly constituted Board.

At the organizational meeting, the new Board of Directors will elect each other to officer positions, who will serve until their respective successors are elected at the next annual organizational meeting. Association may then be conducted.

## **ARTICLE 6 – MEETINGS OF THE BOARD OF DIRECTORS**

6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by the Board. Should the meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday, or at another date and time agreed upon by the Board of Directors with notice to all members of the Board of Directors. Because of the open meeting law, notice of Board Meetings are given to the full Association of Owners.

6.2 Meeting Procedure. Unless other rules of order are adopted by resolution of the Board of Directors: Meetings of the Board of Directors shall be conducted by the President. A decision of the Board of Directors may not be challenged because the appropriate rules of order were not used. A decision of the Board of Directors is deemed valid, without regard to any procedural errors related to the rules of order, unless the error appears on the face of a written instrument memorializing the decision.

6.3 Open Meetings. All meetings of the Board of Directors (including the organizational meeting) shall be open to Unit Owners. However, no Owner shall have a right to participate in the Board of Directors Executive Session unless the Owner is also a member of the Board. The president or Board shall have the authority to exclude an Owner who disrupts the proceedings at a Board meeting.

6.4 Quorum of Board Members. At all meetings of the Board of Directors, a majority of the existing Board members shall constitute a quorum for the transaction of business and the acts of the majority of the Board members present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there are less than a quorum present, the majority of those present may adjourn the meeting. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

For purposes of determining a quorum, with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Board member may be considered to be present at a meeting if they have authorized a proxy, or a directed proxy. The directed proxy authorizes another Board member or person to cast the vote with respect to the particular proposal that is described with reasonable specificity in the proxy.

## 6.5 Executive Sessions.

6.5.1 In the discretion of the Board, the following matters may be considered in executive session:

- (a) Consultation with legal counsel concerning the rights and duties of the Association regarding existing, or potential litigation, or criminal matters;
- (b) Personnel matters, including salary negotiations and employee discipline;
- (c) The negotiation of contracts with third parties;
- (d) Collection of unpaid assessments; and
- (e) Other matters of a sensitive, private, or privileged nature at the discretion of the Board.

6.5.2 Executive Session Procedure. Except in the case of an emergency, the Board of Directors shall vote in an open meeting whether to meet in executive session. If the Board votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to Owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

6.6 Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which they could take at a regular meeting, if all the Board members agree consistent with Utah Code Ann. §16-6a-813. Any action so taken shall have the same effect as though taken at a meeting of the Board members.

6.7 Notice of Board of Directors Meetings. Meetings of the Board of Directors can be held when called by the President, or by any two (2) Board members, after not less than three (3) days' notice to each Board member by mail, electronic mail, telephone, or facsimile. The notice must state the time, place, and purpose of the meeting.

6.8 Meetings by Telephonic or Electronic Communication. In the event of an emergency, or by decision of the Board, any meeting of the Board of Directors may be conducted so that one or more members of the Board may participate via an Electronic Communication method which has been agreed upon by the Board; such as telephonic communication, or by the use of a means of communication that allows all members of the Board of Directors participating to hear each other simultaneously, or otherwise to be able to communicate during the meeting. Emergency Board meetings under this section do not require notice to Members, but any decision shall be contained in the minutes. An individual Owner may request to participate in a meeting of the Board of Directors via the electronic method which has been agreed upon by the Board.

6.9 Ratification of Board and Member Actions; Presumption of Validity. No challenge of any kind, such as to overturn a decision, vote, rule, resolution, etc. (“action”), of the Board of Directors or Owners may be brought after 4 months from the date the action was approved by the Board or Owners. Such actions shall be conclusively deemed approved thereafter.

## **ARTICLE 7 – INDEMNIFICATION**

Each officer and Board member of the Association, in consideration of his or her services, shall be indemnified by the Association to the extent permitted by the Utah Revised Nonprofit Corporation Act (regardless of the Association’s corporate status or lack thereof) against expenses and liabilities reasonably incurred by him or her in connection with the defense of any actual or threatened action, suit or proceeding, civil or criminal, to which he or she may be a party by reason of being or having been a Board member or officer of the Association. The foregoing right to indemnification shall not be exclusive of any other rights to which the Board member or officer or person may be entitled by law or agreement or vote of the members or otherwise.

## **ARTICLE 8 – RECORDS & AUDITS**

8.1 Maintaining Records. The Association shall maintain within the state of Utah, all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporation Act.

8.2 General Records.

8.2.1 Permanent Records. The Association shall keep (or cause to be kept) as permanent records: (1) The Declaration, Bylaws and Articles of Incorporation, (2) minutes of all meetings of the Association and of the Board of Directors; (3) a record of all actions taken without a meeting by the Association members or the Board of Directors; (4) a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association; and (5) a record of all waivers of notices of meetings of members and of the Board of Directors or any committee of the Board of Directors.

8.2.2 Resolutions and Rules. The Association shall maintain (1) a record of the resolutions, rules, regulations, and policies adopted by the Association, (2) appropriate accounting records, and (3) a record of its members in a form that permits preparation of a list of the name and address of all members in alphabetical order, and showing the number of votes each member is entitled to vote.

8.2.3 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the Owner or Owners, the amount of each Assessment against the Owners, the dates and amounts in which the Assessment comes due, the amounts paid upon the account, and the balance due on the Assessments.

8.2.4 Records at Principal Office. The Association shall keep a copy of each of the

following records at its principal office (copies of such records kept electronically by an Association officer or manager shall satisfy this requirement regardless of where located as long as such electronic records are capable of being transmitted to, or viewed by, others, such as via email from an electronic storage medium or via website): (1) all Governing Documents; (2) the minutes of all Owners' meetings for a period of three years; (3) records of all action taken by Owners without a meeting, for a period of three years; (4) all written communications to Owners generally as Owners for a period of three years; (5) a list of the names and business or home addresses of the current officers and Board of Directors members; (6) a copy of its most recent annual report (annual renewal) delivered to the Division of Corporations under Utah Code Section 16-6a-1607; and (7) all financial statements prepared for periods ending during the last three years that show in reasonable detail the assets and liabilities and results of the operations of the Association.

8.2.5 Form of Records. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time. "Written form" does not mean paper form. The Association may maintain any of its records by retaining an electronic record of the information in the record that: (1) accurately reflects the information set forth in the record after it was first generated in its final form as an electronic record or otherwise, and (2) remains accessible for later reference.

8.3 Financial Reports and Audits. Upon written request by an Owner or mortgagee of a Unit, an annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Board of Directors to the person(s) making the request within ninety days after the end of each fiscal year. From time to time, the Board of Directors, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association.

8.4 Availability of Records to Owners.

8.4.1 Owner May Elect Method. An Owner may elect whether to: (1) view and copy records in person, (2) receive hard copies of records, or (3) receive the records electronically.

(a) In Person. If an Owner elects to view and copy records in person, the Owner must bring imaging equipment to the inspection which shall be at a reasonable place, and during such hours specified by, the Association and the Association shall provide the necessary space, light, and power for the imaging equipment.

(b) Receive Hard or Electronic Copies. If an Owner elects to receive hard copies of records or to receive records electronically, the Owner may request a recognized third-party duplicating service to make the copies and any necessary electronic scans of documents, in which case, the Association shall arrange for the delivery and pick up of the original documents, and the Owner shall pay the duplicating service directly. If the Association makes the copies or electronic scans, the Owner shall pay the Association the reasonable cost of the copies or of any necessary electronic scans of documents, which may not exceed: (1) the actual cost that the Association paid to a recognized third party duplicating service to make the copies or electronic scans; or (2) if an agent of the Association makes the copies or any electronic scans, 10 cents per

page and \$15 per hour for the person's time making the copies or electronic scans. If the Owner requests a recognized third-party duplicating service, make the copies or electronic scans

8.4.2 Availability of Records Kept at Principal Office. An Owner shall give the Association written request at least 5 business days before the date on which the Owner wishes to inspect, copy or receive any of the records in Section 9.2.4 above.

8.4.3 Availability of Other Records - Proper Purpose Required. An Owner shall give the Association written request at least 5 business days before the date on which the Owner wishes to inspect, copy or receive any of the other records of the Association and: (1) the request must be made in good faith and for a proper purpose; (2) the Owner must describe with reasonable particularity the purpose and the records the Owner desires to inspect; and (3) the records must be directly connected with the described purpose.

8.4.4 Redaction; Records Not Subject to Inspection. The Association may redact a Social Security number, a bank account number, and any communication subject to attorney-client privilege from any document the Association produces for inspection or copying. The Board of Directors may withhold from inspection or copying any records: (1) considered by the Board of Directors in executive session and the minutes of any executive session, or (2) that in its reasonable business judgment would constitute an unwarranted invasion of privacy (including, if so determined by the Board of Directors, a list of phone numbers or email addresses of Owners) or involve pending or anticipated litigation or contract negotiations.

8.4.5 Document Retention. Association records shall be maintained consistent with the document retention policy contained below. This record retention schedule shall serve as a guideline and is not an exclusive list. Some of the records below may not currently exist but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not mentioned below. The records described below shall be kept for as long as indicated. Once their retention period has expired, the Board may destroy the documents.

Description of Record	Retention Period
Articles of Incorporation:	Permanent
Declaration of Covenants, Conditions, and Restrictions (including amendments):	Permanent
Corporate or Association Bylaws:	Permanent
Association Plat Maps in Possession:	Permanent
Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members:	Permanent
Minutes of all meetings of the Board of Directors:	Permanent
Minutes of all meetings of members:	Permanent
Record of all actions taken by the members or Board of Directors without a meeting:	Permanent



A record of all actions taken by a committee of the Board of Directors on behalf of the Association:	Permanent
Record of all waivers of notices of meetings of members and of the Board of Directors or any committee of the Board of Directors:	Permanent
Architectural Modifications- Approved and Disapproved:	Permanent
Architectural Guidelines (current and past):	Permanent
Association or Community Rules:	Current and Past 3 Years
Ownership/Membership Records showing the names and number of (or percentage of) votes of each member:	To be kept current and up to date.
All written communications to members generally as members:	3 years
Enforcement letters to members:	1 year
Ballots/Proxies from votes taken:	1 month past the close of voting
Copies of all Contracts:	6 years
Collection communications to members and related documents:	1 year
Financial statements and records:	3 years
Tax Returns and Tax Notices:	6 years
A list of the names and business or home addresses of current Directors and Officers:	To be kept current
A copy of the most recent annual report delivered to the Corporate Division under Section (U.C.A. §16-6a-1607), if any:	Current and Past 4 Years
Copies of Insurance Policies:	Current policy and Past 3 years
Litigation Documents:	For the duration of the litigation plus 1 year
Reserve Study/Analysis:	Current Study and related updates

#### **ARTICLE 9 – AMENDMENTS**

Approval of a majority of the voting rights of the Association is required for approval of any amendment to these Bylaws. An amendment shall not be effective until certified by the president of the Association as being adopted in accordance with these Bylaws, acknowledged, and recorded with the County Recorder's Office.

## ARTICLE 10 – NOTICES

10.1 Association or the Board of Directors. All notices to the Association or the Board of Directors shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association, or to such other address as the Board of Directors may hereafter designate from time to time.

10.2 Owners Notice by Electronic Means. In any circumstance where notice is required to be given to the Members, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Board of Directors deems the notice to be fair and reasonable. A Member may require the Association, by written demand, to provide notice to the Member by mail. The Board of Directors is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board of Directors, or if no address has been designated, then to the Owner's Unit.

If a Unit is jointly owned or the Unit has been sold under a land sale contract, notice shall be sent to a single address, of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Unit shall be sufficient.

10.3 Conducting Business through Electronic Means. Any notice, transaction or action involving the business or affairs of the Association, or the Board of Directors (whether or not expressly stated in the Articles, Declaration or Bylaws), including but not limited to voting and providing notice or records, may be conducted by electronic means.

The Association may accept an electronic vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member, if the Board does so in good faith and has no reason to believe it is not the act of the member. Any such document or writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to, or logically associated with, a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a Member or by the Association.

## ARTICLE 11 – MISCELLANEOUS

11.1 Utah HOA Registry. The Association shall register with the Utah Department of Commerce in the manner established by the department and in compliance with the Act (the "Homeowner Associations Registry." The Association shall update such information with the Registry within 90 days after a change in any of the information.

11.2 Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association. Separate procedures may be implemented by the Board to supplement this Section to allow for the use and implementation of Electronic Means.

11.3 Waiver, Precedent and Estoppel.

No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted, shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same, shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

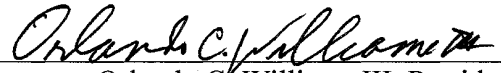
11.4 Invalidity, Number, Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

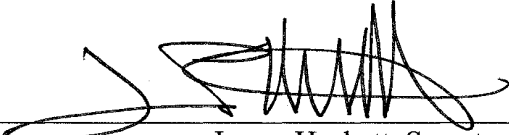
11.5 Fiscal Year. The fiscal year of the Association shall be determined by the Board in its discretion.

11.6 Conflicts. In the case of conflicts with local, state, or federal laws and any of our Governing Documents, the laws shall control. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

11.7 Compensation for Workers. The Board of Directors may fix any compensation, to be paid to any workers, who are not also Board members.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 19<sup>th</sup> day of October, 2020.

(Sign):   
Orlando C. Williams III, President

(Sign):   
James Hackett, Secretary

**Certification of the Voting for the Adoption of**

**THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR WHITE MAPLE PLACE CONDOMINIUMS (INCLUDING BYLAWS)**

Also known as the new CC&Rs  
**COVENANTS, CONDITIONS, & RESTRICTIONS**

We, the below elected officers of the White Maple Place Condominium Association, have examined and verified the individual ballots, cast by individual owners and members of the Association.


We certify that the ballots cast during the voting on the new CC&Rs, which occurred between 09/01/2020 and 10/15/2020, resulted as follows:


<b>Description</b>	<b>Condo Units</b>	<b>Percent of Voting Interest</b>	<b>Percent of Units</b>	<b>Percent of Votes</b>
Member ballots voting FOR the new CC&Rs	61	75.60%	76.25%	86.98%
Member ballots voting AGAINST the new CC&Rs	9	11.31%	11.25%	13.02%
Members who did not vote	10	13.09%	12.50%	-
<b>Totals:</b>	<b>80</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

The 75.60% voting interest of members who voted FOR the new CC&Rs is greater than the 67.00% voting interest of members required to adopt the new CC&Rs (pursuant to Article 16, Section 16.3 of the original CC&Rs).

**IN WITNESS THEREOF**, the White Maple Place Condominium Association has adopted the new CC&Rs this 18th day of October, 2020.

**WHITE MAPLE PLACE CONDOMINIUM ASSOCIATION:**

  
By: Orlando Williams  
Its: President

  
By: James Hackett  
Its: Secretary