

AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
For
Albion Village Condominiums
Salt Lake County, Utah

THIS AMENDED & RESTATED DECLARATION OF CONDOMINIUM (this "Declaration") is hereby adopted by Albion Village Homeowners Association, Inc. ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Salt Lake County Recorder's Office.

R E C I T A L S:

- A. This Declaration affects and concerns the real property located in Salt Lake County, Utah and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.
- B. On or about July 1, 2003, the Albion Village Subdivision ("Original Plat") was recorded in the Salt Lake County Recorder's Office as Entry No. 8714166.
- C. On or about August 25, 2003, the Albion Village Phase 1 ("Phase 1 Plat") was recorded in the Salt Lake County Recorder's Office as Entry No. 8788135.
- D. On or about August 25, 2003, a Declaration of Condominium ("Enabling Declaration") was recorded in the Salt Lake County Recorder's Office as Entry No. 8788136.
- E. The Enabling Bylaws were recorded as Exhibit D to the Enabling Declaration.
- F. On or about November 11, 2003, the First Amendment to Declaration of Condominium ("First Amendment") was recorded in the Salt Lake County Recorder's Office as Entry No. 8883087.
- G. On or about December 5, 2003, the Second Amendment to Declaration of Condominium ("Second Amendment") was recorded in the Salt Lake County Recorder's Office as Entry No. 8417333.
- H. On or about January 9, 2004, the Corrected Second Amendment to Declaration of Condominium ("Corrected Second Amendment") was recorded in the Salt Lake County Recorder's Office as Entry No. 8946129.
- I. On or about January 15, 2004, the First Supplement to Declaration of Condominium ("First Supplement") was recorded in the Salt Lake County Recorder's Office as Entry No. 8951446.
- J. On or about January 15, 2004, the Second Supplement to Declaration of Condominium ("Second Supplement") was recorded in the Salt Lake County Recorder's Office as Entry No. 8951447.

- K. On or about March 7, 2006, the Third Supplement to Declaration of Condominium (“Third Supplement”) was recorded in the Salt Lake County Recorder’s Office as Entry No. 9655675.
- L. On or about March 7, 2006, the Albion Village Phase 4 (“Phase 4 Plat”) was recorded in the Salt Lake County Recorder’s Office as Entry No. 9655674.
- M. On or about November 27, 2007, the Fourth Supplement to Declaration of Condominium (“Fourth Supplement”) was recorded in the Salt Lake County Recorder’s Office as Entry No. 10284692.
- N. On or about November 27, 2007, the Albion Village Phase 5 (“Phase 5 Plat”) was recorded in the Salt Lake County Recorder’s Office as Entry No. 8788135.
- O. On or about December 28, 2010, Albion Village Phase 5 was abandoned, and the Project boundary line was adjusted via a recorded Notice of Approval of Property Line Adjustment which was recorded in the Salt Lake County Recorder’s Office as Entry No. 11105747. After the Notice of Approval only Phase 1 and Phase 4 remained as properties subject to the Declaration, as amended and supplemented.
- P. The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments and supplements (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces, and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.
- Q. The Property is subject to certain protective covenants, conditions, restrictions, and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Property. Common Areas and Limited Common Areas are those areas that are depicted as Common Areas and Limited Common Areas in the recorded Plat(s) or as described in this Declaration.
- R. The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation for Homeowners Association of Albion Village Condominiums (“Articles”) with the State of Utah, a copy of which has been previously provided to the Owners.
- S. The Association and its Members desire that the Board amend the Enabling Bylaws for the Association, which were included as an appendix to the Amended & Restated Declaration, and hereby authorize and approve the recording of the Amended & Restated Bylaws of Albion Village Homeowners Association, Inc., a copy of which is attached hereto as

Exhibit "B" ("Bylaws"), which shall be recorded in the Salt Lake County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any the Amended & Restated Declaration and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto as **Exhibit "B."** These Bylaws hereby amend, replace, and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

- T. Pursuant to the Utah Condominium Ownership Act, Owners of record, holding not less than sixty-seven percent (67%) of the total voting interest of the Association, provided their written consent approving and consenting to the recording of this Declaration.
- U. Pursuant to the Utah Revised Nonprofit Corporation Act, Owners of record, a simple majority of the total voting interest of the Association, provided their written consent approving and consenting to the recording of the attached Bylaws, and filing of the Articles.
- V. Notwithstanding any other provision contained with this Declaration, at 51% (based upon one vote for each first Mortgage owned per Lot) of the first Mortgagees of any Lot as then appear on the official records of Salt Lake County, Utah, shall have given their prior approval before the Association shall be entitled to materially amend the Declaration.

CERTIFICATION

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

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

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

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I DEFINITIONS

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

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

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

(C) "Architectural Control Committee" or "ACC" shall mean the Architectural Control Committee created by the Board in accordance with the Governing Documents. If no ACC is created, the Board shall assume all duties and authority of the ACC.

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

(E) "Articles" shall mean the Articles of the Association, as amended from time to time.

(F) "Association" shall mean Albion Village Homeowners Association, Inc., and as the context requires, the officers or directors of that Association.

(G) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of Albion Village Homeowners Association, Inc., (which shall also be synonymous with "Management Committee" as utilized in the Act.)

(H) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit "B"**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(I) "City" shall mean Sandy, Utah and its appropriate departments, officials, and committees.

(J) "County" shall mean Salt Lake County, Utah and its appropriate departments, officials, and committees.

(K) "Common Areas" or Common Areas and Facilities shall mean and refer to all property in the Project and Improvements owned in common by the Owners including, but not limited to, the following items:

- i) All Common Areas and facilities designated as such in the Plat or in this Declaration, which were actually installed in the Project;
- ii) All property and Improvements within the Project that are not part of a Unit or Limited Common Areas;
- iii) All foundations, columns, girders, guides, beams, bearing structures of party walls, main walls, exterior walls, floor structures, roofs, gutters and downspouts, exterior walkways, curbs, sidewalks that serve two or more units, and unassigned parking areas, and visitor parking;
- iv) Pavement, yards, and exterior air vents
- v) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners (provided, however, that certain utility installations may be dedicated to the City and, if so, this definition shall not be construed to exclude the City from the ownership, maintenance, and control of such utilities) including, but not limited to: boiler, water softener, and heating and air condition equipment;
- vi) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to two or more Units, including exterior electrical meter base panels and included components if the panel serves more than one Unit;
- vii) The Project's outdoor facilities, grounds, open space, playground area, sprinkling systems, and entry monuments;
- viii) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of the Owners.

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

(M) “Declaration” shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Homeowners Association of Albion Village Condominiums together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(N) “Governing Documents” shall mean this Declaration, Bylaws, Articles, Plat, Rules, and any other documents or agreements binding upon an Owner.

(O) "Improvement" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, facilities, Unit, walkways, retaining walls, fences, landscaping, decks/patios, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment.

(P) "Limited Common Areas" shall mean all property designated on the recorded Plat or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Units but fewer than all of the Units, which include:

- i) private balconies;
- ii) private patios;
- iii) private decks;
- iv) entryway landing and stairs that serve only one Unit; and
- v) assigned parking spaces

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

(R) "Member" shall mean and refer to every person who holds membership in the Association.

(S) "Owner" shall mean the person or persons having title to any Unit. Owner shall mean the person holding fee simple title and buyers under any contract for deed but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage.

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

(U) "Plat(s)" shall mean an official and recorded plat of Albion Village, including all subsequent phases when recorded less any amounts removed via Notice of, as approved by the City and recorded in the office of the Salt Lake County Recorder, as it may be amended from time to time.

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

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

(X) "Smoking" shall mean the use of tobacco products including: cigarettes, electronic cigarettes (used with or without nicotine), cigars, pipes, smokeless tobacco, hookah, other products containing tobacco or nicotine any plant product intended for inhalation (such as marijuana), a natural or synthetic tobacco substitute, a natural or synthetic flavored tobacco product, or any product intended to circumvent the prohibition of smoking in this article.

(Y) "Subdivision" or "Project" shall mean all phases of Homeowners Association of Declaration Albion Village - 6

Albion Village Condominiums and all Units, Common Areas, Limited Common Area, and other property within the Subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(Z) "Unit" shall mean any numbered Unit shown on any official and recorded Plat(s), whether or not it contains an Improvement, and shall include all mechanical equipment and appurtenances located within any Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, electrical panels, air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Unit, as shall all windows, window frames, window wells, skylights, exterior glass, patio doors, doors, door frames, locks, and similar components. All pipes, wires, conduits, or other public utility lines or installations contained within a Unit or serving only the Unit, and any other property of any kind, including fixtures and appliances within any Unit, which are within the Unit but are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit. In addition, all drywall, insulation, decorated interiors, surfaces of interior walls, floors and ceilings, trim, wallpaper, paint, flooring, carpeting and tile, outlets, and any other material constituting any part of the finished surfaces shall constitute part of a Unit.

ARTICLE II EASEMENTS

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

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

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

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

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

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

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

2.5 Easements for Encroachments. If any part of the Common Area, Limited Common Area or Unit now existing encroaches upon the other, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area, Limited Common Area, or Unit shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, equal encroachments upon any portion of the Common Area, Limited Common Area, or Unit due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

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

(a) For inspection during reasonable hours of the Units, Common Area and Limited Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of portions of the Common Area and Limited Common Area;

(c) For correction of emergency conditions on one or more Units or on portions of the Common Area and Limited Common Area;

(d) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection during reasonable hours of the Units, Common Area, and Limited Common Area in order to verify that the Owners and occupants, and their guests, tenants, and invitees, are complying with the provisions of the Governing Documents. Except for situations where emergency inspection is needed to avoid immediate damage or injury, the Board shall provide the occupants a written 24-hour notice prior to inspecting under this subsection.

2.7 Power-of-Attorney for the Association. Each and every Owner hereby grants unto the Association a Limited Power-of-Attorney granting the Association, via the Board, the power to convey to the local city, county, or State of Utah, on behalf of each owner, non-easements over, under, across and through Common Area which are needed for public right of ways or utilities, including sidewalks, as required by the public entity and if such easement does not significantly interfere with the Owners' use of the Common Area and are necessary or useful for the proper maintenance, operation or regulation of the Project or utility provider as the Board deems necessary. The Power-of-Attorney granted herein cannot be revoked by the Owner and is granted to the Association as a condition of membership in the Association. This authority includes the right to sign and execute document on behalf of the Owners any document reasonably necessary to fulfill the Association's rights herein.

ARTICLE III UNITS & COMMON AREAS

3.1 Units.

(a) The Project consists of five (5) residential buildings containing a total of one hundred and seven (107) Units.

(b) All Units shall be capable of being independently owned, encumbered, and conveyed. The Owner or Owners of each Unit shall be entitled to the exclusive possession and control of such Unit, subject to the rights of the Association set forth in the Governing Documents.

3.2 Use of Units. All Units shall be used only for single-family residential purposes.

(a) No Owner shall cause, allow, or permit any person over whom he/she has or may exercise supervision or control to cause or allow any foyer, hallway, exit, entrance, roadway, sidewalk in or on the property to be obstructed or to be used for any purpose other than for ingress to or egress from said units or the Property.

3.3 Description of Units. The Units are described in the Plat(s) and this Declaration.

3.4 Separate Taxation of Units. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

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

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

(b) The ACC shall have no authority to approve of any remodeling inconsistent with the Governing Documents or that would cause unsafe conditions.

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

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

(e) All remodeling, Improvements and structures within the community shall be consistent with the existing character, architectural style, colors, and theme as other Improvements in the community so as to not detract from the theme and character of the community or neighboring property values and should not draw attention as being a deviation from the existing Improvements. The Board may adopt Rules with regard to allowed construction colors, materials, appearance etc. and policies with regard to submission and review of proposed Improvements and remodeling.

3.6 Ownership of Common Areas. The Common Areas shall be owned by the Owners of all of the Units as tenants in common. A percentage of undivided interest in the Common Areas shall attach to each Unit, as set forth in **Exhibit "C"**. Upon any conveyance or transfer of a Unit, the undivided interest in Common Areas attributable to such Unit shall automatically be conveyed or transferred with the Unit. No undivided interest in Common Areas may be transferred or

conveyed separate or apart from the Unit to which the undivided interest is attributable. Each Owner shall have a license to use all of the Common Areas, subject to the terms and conditions of the Governing Documents.

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

3.8 Limited Common Areas. The Limited Common Areas are depicted on the recorded Plats, as well as described in this Declaration. Limited Common Area shall be used exclusively by the Owner of the Unit to which such Limited Common is appurtenant. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

Assigned Parking Stalls. The Board may maintain a record of assigned parking and adopt necessary policies and procedures with regard to assigned parking stalls.

ARTICLE IV MAINTENANCE OF COMMON AREAS, LIMITED COMMON AREAS AND UNITS

4.1 Maintenance of Common Areas. The Association, or its duly designated agent, shall maintain all Common Areas, including, without limitation, the Improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate, which generally include the following:

- (a) Private roadways, curbing, and visitor parking areas;
- (b) Entrances, signs and gates, if any;
- (c) Roofs, rain gutters, and down spouts;
- (d) Outside exterior surfaces of the buildings and Units;
- (e) Chimneys and chimney caps (if any);
- (f) Foundations;
- (g) Structural components, including, but not limited to: exterior or bearing walls or walls that are common to two or more Units;
- (h) Infrastructure, pipes, water, and utility lines that are contained within the roadways in the Project serving more than one Unit and not the responsibility of the City/County;
- (i) Utilities that serve the general community or more than one Unit and are not operated by the City/County.
- (j) Light poles;
- (k) Community mailboxes;
- (l) Walkways, sidewalks and breezeways that serve two or more units;
- (m) Exterior water spigots (Notwithstanding, owner shall be responsible for necessary repairs if they fail to follow rules and regulations with regard to exterior spigots);
- (n) Landscaping. General landscape and sprinkler maintenance, including the repair, maintenance and replacement of existing sprinkler systems and landscaping within the Project, which shall generally include mowing, edging, blowing of grass, raking and disposal of leaves.

(o) **Snow Removal.** The Association shall make reasonable and prudent efforts for the removal of snow from private roads, sidewalks, and other relevant Common Areas within the Project. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The work of removing snow may be delegated to a third party. To the extent permitted by law, the Association shall not be responsible or liable for said third party's removal of snow.

4.2 **Maintenance of Limited Common Areas.** Owners are responsible to keep the Limited Common Areas clean and free from all items except those expressly permitted by the Association.

- (a) Any repair or replacement to the Limited Common Areas that occurs as a result of improper activities of the Owners, or their occupants shall be the responsibility of the Owner(s).
- (b) Ordinary maintenance of Limited Common Areas shall be the responsibility of the individual Owner(s) (*i.e.* repainting, staining, and regular maintenance of deck/patio and balcony flooring (subject to prep-approval from the association as to color, materials etc.))
- (c) Repair and replacement following the useful life of the Limited Common Areas shall be the Association.
- (d) Owner shall keep Limited Common Areas, including open balconies, assigned parking stalls, and storage areas in a neat and orderly fashion, as further defined by rules and regulations adopted by the Board.

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

- (a) Unit;
- (b) All interior and exterior doors, including frames, locks, hinges, door jams;
- (c) Finished interior of the Unit, including: flooring, tiles, wallpaper, paint, carpet, wood, fireplaces, fixtures other material comprising finished interior;
- (d) Drywall, insulation, wallboard and similar materials within a Unit;
- (e) Skylights, windows, windowsills, window frames, glass, screens, and patio doors;
- (f) Replacement keys and locks for community mailbox/
- (g) Sewer and drainage pipes, wiring, power, water and other utility lines within a Unit or serving only that Unit;
- (h) Plumbing fixtures, fans, stoves, refrigerators, appliances, heaters, furnaces, fireplaces, vents, chimneys, HVAC systems, compressors, condensers, ducting, air conditioning, water spigots, lighting fixtures, pipes, and similar appliances, fixtures and pipes that exclusively serve an Owner's Unit(s). (The Association may adopt rules, approvals, placement and other restrictions with regard to exterior utilities such as swamp coolers and air conditioning units);
- (i) Water shut off valves in each Unit;
- (j) Repainting, staining, and regular maintenance of deck/patio and balcony flooring

(k) (subject to prep-approval from the association as to color, materials etc.)
The Owner shall be responsible for keeping the Unit and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Board of Directors may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed in any Unit, which may include a prohibition on leaving, installing, or storing any items in such places.

For the convenience of Owners, a Maintenance Chart is included as **Exhibit D**. In the event of a conflict between the Maintenance Chart and this Article, this Article shall control.

ARTICLE V MEMBERSHIP

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

ARTICLE VI VOTING

6.1 Voting. The Association shall have one class of voting. Owners shall be entitled to vote in accordance with their Allocated Interest. In order to be eligible to vote, an Owner must be current on all Assessments and charges at least 30 days in advance of the meeting, ballot, or vote. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such Person(s) is present, the vote appertaining to that Unit shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Unit may not be divided between Owners of such Unit. If the vote of a majority of the Owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit.

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

ARTICLE VII HOMEOWNER ASSOCIATION

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

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

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

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

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

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses, and Common Expenses of the Association. The Association has the power to levy assessments against each Unit as necessary to carry out its functions. Assessments shall be levied against all Units in the Property, whether vacant or improved in accordance with its Allocated Interest. Assessments shall not be discounted for individual Units for service on the Board, volunteering, cost of utilities, or any other reason. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest, and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment fails due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest, and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

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

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

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

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

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

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

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

(c) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.

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

(a) The Board may not use money in a reserve fund:

- (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
- (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
- (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

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

7.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Unit occurs in the amount up to one half of one percent (1/2%) of the sales price, unless a lesser amount is determined by the Board.

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

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

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

7.11 Association Rules. The Board from time to time and subject to the provisions of Declaration Albion Village - 16

the Governing Documents, may adopt, amend, repeal and enforce Rules governing: (a) the use of the Common Areas and Limited Common Areas; (b) the use of any facilities or amenities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals in the Project; (e) collection policies and procedures; and (f) other matters concerning the use and enjoyment of the Property and the conduct of residents, as deemed necessary by the Board. The Rules may supplement, clarify, and add detail to issues addressed in Governing Documents. However, the Rules may not contradict the Governing Documents.

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

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

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

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

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

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

ARTICLE VIII NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

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

8.2 Due Date, Charges & Interest. Unless otherwise established by the Board, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th Declaration Albion Village - 17

of each month. The Board may charge a late fee set by the Board (not to exceed \$50) for each unpaid or late assessment. In addition to late fees, interest shall accrue on all unpaid balances, including prior, unpaid interest and attorney fees (resulting in compounding interest), late fees, and assessments at 18% per annum or 1.5% per month. The Board may also impose other reasonable charges imposed by third parties related to collections.

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

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

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

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

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

ARTICLE IX SUBORDINATION OF LIEN TO INSTITUTIONAL FIRST AND SECOND MORTGAGES

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

ARTICLE X USE LIMITATIONS & RESTRICTIONS

10.1 The failure on the part of the Board to insist, in one or more instances, upon a strict performance of any of the terms, covenants, conditions of the aforesaid Act or Governing Documents, or to exercise any right or option therein contained, shall not constitute, nor be construed as a waiver or relinquishment of any other right which the Board may have thereunder or which it may thereafter acquire.

10.2 **Pets.** No animals other than household pets up to a maximum of two (2) shall be kept or allowed within the Subdivision. Whenever a pet is allowed to leave a Unit, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. There shall be no exterior structure for the care, housing, or confinement of such pets. It is prohibited to leave unattended pet food outside of the Unit because this attracts insects, mice, rats, and other undesirable creatures. Pet owners will pick up any droppings by their pets and dispose of them in their respective trash cans. Anyone wishing to report a violation of the above rules should attempt to photograph or find a witness to observe the violation and to identify the animal. For repeated violations, the owner will be required to remove the pet from Subdivision. If a pet damages or destroys the property of another, the pet owner will be required to repair or replace the damaged property. Any Owner or other resident within the Subdivision who violates this provision shall be subject to such penalties, fines, and/or legal action. The Association may adopt further rules and policies for management of pets in the Subdivision, including procedures for approval of service/assistance animals. For purpose of violations and fines under Utah law, all pet-related violations are deemed "similar" for purposes of issuing fines after a previous violation notice. Owners shall not allow their dogs to be on Limited Common or Common Areas without (1) having direct control of their dog, and (2) the dogs being leashed.

10.3 **Parking.** Parking restrictions can be set by rule of the Board.

10.4 **Nuisances.** No Owner or resident shall cause, permit, or suffer any act or practice, declared by the Board to be a nuisance, to be created or carried on in any Unit of which he/she is the Owner or occupant. No Owner or resident shall make or permit any loud or disturbing noises by their families, , employees, agents, or visitors, nor shall unit owners or residents permit any activity by such persons that would be noxious, harmful, or offensive to other owners or residents, or that will interfere with the rights, comforts or convenience of other unit owners or residents. Household noise levels (such as parties, stereos, etc.) shall be maintained below levels that are audible outside their unit. Uncommonly loud noise; e.g.: from construction, renovation, the installation of flooring or new appliances, etc., is limited to the hours between 9:00A.M. and 6:00

P.M. An Owner may be fined for violations of this provisions, as well as subject to other appropriate legal action.

10.5 Clean Air. In accordance with the Utah Clean Air Act, Smoking is prohibited in the buildings, Units, open porches, stairwells, and all other Common Areas and not within 25 feet of the buildings. In the event an Owner or Occupant violates the prohibition on smoking within the Project, the Board shall have authority to issue Fines. Any occupants repeated violations of the smoking restriction shall be grounds for, among other remedies available to the Association, eviction, and the Association shall be authorized to initiate and complete eviction and assess the costs and attorney fees incurred in said eviction to the Owner. In said event, the Association shall be entitled to: (a) an injunction ordering the tenant to vacate the premises, or such other relief as deemed appropriate by the court, including the issuance of a writ of restitution, (b) damages against the Unit owner in the amount of \$50 per day for each day (or the maximum amount allowed by law) the tenant remains in the Unit as the result of the Owner failing to promptly initiate eviction proceedings, and (c) recovery of its costs and attorney fees from the Owner, including the recorded of a lien. The Board shall have all additional powers deemed necessary to enforce these provisions. If any of the provisions of this section or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this section and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

10.6 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of his Unit for a home occupation pursuant to City or County ordinance. Businesses, professions, or trades may not require heavy equipment or create a nuisance within the Project and may not noticeably increase the traffic flow to the Project.

10.7 Combination of Units. An owner of two or more adjoining Units shall have the right upon approval of the Board and the mortgagees of said Units, to combine one or more adjoining Units or portions thereof and to alter or amend the declaration and map to reflect such combination. The Board shall not unreasonably withhold approval if all other requirements for combination are met.

- (a) Such amendments may be accomplished by the Unit owner recording an amendment or amendments to this declaration, together with an amended plat or maps containing the same information with respect to the altered Units as required in the Declaration and Plat with respect to the initial Units. All costs and expenses required in such amendments shall be borne by the Unit Owner desiring such combination.
- (b) Such amendments may be accomplished by the Unit Owner recording an amendment or amendments to this Declaration, together with an amended plat or plats containing the same information with respect to the altered Units as required in the Declaration and Plats with respect to the initial units. All costs and expenses required in such amendments shall be borne by the Unit Owner desiring such combination.

(c) Any amendments of the Declaration or Plat pursuant to this paragraph shall reflect the changes occasioned by the alteration. Such changes shall include a change in the Allocated Interest in the Common Areas and facilities which are appurtenant to the Units involved in the alterations. The remaining combined Unit, if two or more units are totally combined, will acquire the total of the percentage of Allocated Interest in the Common Areas and facilities and voting rights appurtenant to the Units that are combined as set forth in Exhibit C. If a portion of one Unit is combined with another, the resulting Units shall acquire a proportionate percentage of the total Allocated Interest in the Common Areas and facilities and voting interests of the Units involved in the combination on the basis of area remaining in the respective, combined units. The percentage of Allocated Interest in the Common Areas and facilities and voting interests appurtenant to all other Units shall not be changed. All such amendments must, in all instances, be consented to by the Board and also all other persons holding interest in the Units affected. The consent of other Unit Owners need not be obtained to make such amendments or alterations valid, providing the percentages of Allocated Interest in the Common Areas and facilities of the other Unit Owners remain unchanged.

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

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

10.10 Ownership and Use Restrictions. Each Owner, of whatever kind, shall be entitled to the exclusive ownership and possession of his Unit, to an undivided percentage of ownership interest in the Common Areas, and to membership in the Association as set forth herein, subject to the following use restrictions.

10.11 Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices, or the painting or graffiti, within the Project is prohibited. The term firearms include but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

10.12 Temporary Structures. No Owner or occupant shall place upon any part of the Project any temporary structures, including but not limited to dog runs, storage units, tents, trailers and sheds or their equivalent, without the prior written consent of the Board.

10.13 Structural Alterations. Except in the case of an emergency repair, no structural alterations, plumbing, electrical or similar work within the Common Areas or Limited Common Areas shall be done or permitted by any Owner without the prior written consent of the Board.

10.14 Signs and Lighting. No signs, billboards, or advertising structures may be built or Declaration Albion Village - 21

displayed in the Residential Units, except for a single sign with a maximum size of 18" x 24" for the specific purpose of advertising the sale ("For Sale") or rental ("For Rent") of such Unit. Notwithstanding, a single political sign, as defined in Utah Code 20A-17-103(1)(b), is allowed starting six weeks prior to any primary or general local, state, or federal election, and they must be removed within seven days of the primary or general election. Political and for sale or for rent signs must be located inside the Unit, not attached to Common Areas, and cannot exceed 18" x 24". Except for seasonable decorative lights, which may be displayed between November 25 and January 10 only, all exterior lights on Residential Units must be approved by the Board. The foregoing shall not be deemed to limit the installation of lighting and signage to the extent permitted by and consistent with the Development Plan approved by the City. The Association shall comply with all City requirements regarding signage and lighting.

10.15 Sound Systems. The use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to Occupants of other Units is prohibited, except that alarm devices used exclusively for security purposes are permitted.

10.16 Firecrackers and Fireworks. The use and discharge of firecrackers and other fireworks within the Project is prohibited.

10.17 Window Coverings/Screens. All window coverings and screens must be maintained and in good visible condition from outside of the Unit. No windows may be covered with aluminum foil, cardboard, sheets, or other materials not specifically designed for use as a window covering, such as blinds or curtains.

ARTICLE XI RENTAL/LEASE RESTRICTIONS

11.1 Restrictions and Rules Governing Non-Owner-Occupied Residential Units. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Residential Units shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

- (a) An Owner may not rent less than the entire Residential Unit.
- (b) Any lease entered into must be at least a six-month lease. Owner may only allow the lease to renew (either-month to-month or for an additional six-month term) if the renters have not violated the Governing Documents of the Association. If a renter or Owner terminates a lease within the first six months of taking occupancy, Owner shall not be entitled to lease the same Unit again until six months has passed from the time the last tenant took possession. The Board may provide an exemption to this restriction upon the request of the Owner and at the Board's sole discretion. The Board shall have the authority to adopt rules and regulations designed to enforce the six-month minimum lease term.
- (c) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least five (5) days prior to occupation of the Residential Unit

by the non-owner occupant. Owner is responsible to provide the Association a copy of the lease agreement required herein.

- (d) The Owner(s) of a Residential Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Residential Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.
- (e) Violations of the provisions of this Article shall result in the imposition of fines, which, as of the date of this recording, shall be **\$500** per violation or another amount the Board may impose.
- (f) Permitted Rules. The Board of Directors may adopt Rules requiring:

- (i) Reporting and procedural requirement related to non-Owner occupied Residential Units and the occupants of those Residential Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and
- (ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

REPAIRS BY THE ASSOCIATION

12.1 Repairs by Association. In the event that an Owner permits his Unit or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Unit and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Unit and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Declaration Albion Village - 23

Association may seek collection of sums advanced directly from the Owner of the Unit in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

12.2 Alterations of Exterior Appearance. The Owners will maintain their Units and Improvements in substantially the same condition and appearance as that approved by the Board. No subsequent exterior alterations, improvements, or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Board.

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

ARTICLE XIII INSURANCE

13.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

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

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

13.2 Property Insurance.

(a) Hazard Insurance.

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

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

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

(c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

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

(e) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

13.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

13.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

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

rights claims; and

(d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

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

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

(b) Provide coverage for theft or embezzlement of funds by:

(i) Officers and Board of Directors member of the Association;

(ii) Employees and volunteers of the Association;

(iii) Any manager of the Association; and

(iv) Officers, directors, and employees of any manager of the Association.

13.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds.

Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

13.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

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

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

ARTICLE XIV DAMAGE & DESTRUCTION

14.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas and/or Limited Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas and/or Limited Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas and/or Limited Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

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

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

ARTICLE XV DISBURSEMENT OF PROCEEDS

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

ARTICLE XVI REPAIR AND RECONSTRUCTION

16.1 If the damage or destruction to the Common Areas and/or Limited Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

ARTICLE XVII CONDEMNATION

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

ARTICLE XVIII MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

18.6 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than sixty-seven (67%) percent of the eligible Allocated Interest. If a properly conducted amendment vote via written ballot, meeting of owners, or action without meeting is conducted and the proposed amendment does not obtain the requisite 67% of owners, the proposed amendment (without any change to the proposed amendment) may be approved and recorded through a subsequent affirmative vote by written ballot obtaining affirmative votes of fifty-one (51%) percent of the eligible Allocated Interest. Amendment by affirmative vote of 51%, as allowed herein, shall include a voting period which ends no later than 90 days after the previous action to obtain affirmative votes failed. No meeting or voting shall be required for an amendment, if the required, Declaration Albion Village - 29

written consent is obtained from the requisite number of Owners.

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

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

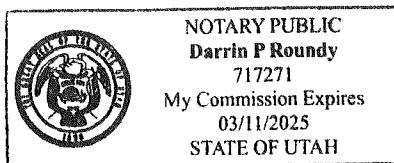
18.9 **Liberal Interpretation.** The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will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

HOMEOWNERS ASSOCIATION OF ALBION VILLAGE CONDOMINIUMS

By Jay L. Sanders
Its: Chair, Management Committee

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this 17th day of March, 2023, personally appeared before me Jay L. Sanders, who being by me duly sworn, did say that he/she is a Management Committees Chair of Homeowners Association of Albion Village Condominiums, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.




Notary Public

EXHIBIT "A"
ALBION VILLAGE CONDOMINIUM LEGAL DESCRIPTION

**REMAINDER OF THE OVERALL OF ALBION SUBDIVISION AFTER LOT LINE
ADJUSTMENT**

BEGINNING ON THE WEST LINE OF STATE STREET, AT A POINT WHICH IS NORTH 8994'12" EAST 40.59 FEET AND SOUTH 00°11'00" EAST 2574.06 FEET AND NORTH 70°28'00" WEST 3.19 FEET FROM THE MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE I WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG FENCES NORTH 70°28'00" WEST 1055.95 FEET; THENCE NORTH 19°32'00" EAST 139.15 FEET; THENCE NORTH 63°43'31" WEST 24.17 FEET; THENCE NORTH 2692'45" EAST 7.56 FEET; THENCE NORTH 63°07'15" WEST 30.54

FEET TO THE POINT OF A 499.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, ALONG SAID CURVE 62.02 FEET (CHORD BEARS NORTH 59°33'36" WEST 61.98 FEET) TO THE SOUTHWESTERLY CORNER OF ALBION VILLAGE PHASE 1 AMENDING LOT 1 OF ALBION VILLAGE SUBDVISION, THENCE ALONG THE EasterLY LINE OF SAID ALBION VILLAGE PHASE I THE FOLLOWING TWO (2) COURSES, NORTH 33°59'08" EAST 46.10 FEET, NORTH 20°49'07" EAST 108.41 FEET TO A POINT ON THE SOUTHERLY LINE OF THE EAST JORDAN CANAL, THENCE ALONG SAID SOUTHERLY LINE OF EAST JORDAN CANAL THE FOLLOWING SIX (6) COURSES, SOUTH 69°25'12" EAST 110.29 FEET, SOUTH 80°11'57" EAST 279.32 FEET, SOUTH 47°51'52" EAST 125.57 FEET, SOUTH 62°52'23" EAST 241.70 FEET, SOUTH 66°55'08" EAST 168.15 FEET, SOUTH 87°23'42" EAST 140.95 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE STREET, THENCE SOUTH 00°11'00" EAST 333.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 328,644 SQUARE FEET

EXHIBIT “B”

Bylaws

BYLAWS OF ALBION VILLAGE HOMEOWNERS ASSOCIATION, INC.

The following are the Bylaws of Albion Village Homeowners Association, Inc. (“Bylaws”), a Utah non-profit corporation (“Association”). Upon recordation of these Bylaws, they are binding upon the Association and all present and future Owners and/or occupants.

ARTICLE I - DEFINITIONS

Section 1.1 Definitions. All terms used but not defined herein shall have the meanings given them under that certain Declaration of Covenants, Conditions & Restrictions & Easements for Albion Village Condominiums, of even date and recorded in the Official Records of the Salt Lake County Recorder’s Office (hereinafter “Declaration”), and as the same may be amended from time to time as therein provided.

ARTICLE II - MEETINGS OF OWNERS

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

Section 2.2 Special Meetings. Special meetings of the Owners may be called at the request of the Board, or upon written request of the Owners holding at least twenty-five percent (25%) of the total eligible votes of the membership. Notwithstanding, the Board remains the only authorized body to act for and in behalf of the Association.

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

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

Section 2.4 Quorum. Unless otherwise specifically set forth in the Declaration, at any meeting of Owners, a quorum shall be established by those Owners present, in person or

by proxy, at a properly noticed meeting. Notwithstanding, the Board remains the only authorized body to act for and on behalf of the Association. Further, a majority of those Owners present in person or proxy at such meeting, or a majority of Directors, may vote to reschedule the meeting based upon low attendance. Otherwise, the meeting shall proceed as scheduled.

Section 2.5 Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the Owner, and filed with the Board at or before said meeting. Notwithstanding, any proxy delivered to the Board at the meeting must be provided no later than any point in the meeting announced as the final time to deliver proxies. The proxy form provided with any notice of meeting may also provide additional requirements and a deadline to return proxies. Every proxy shall be revocable and shall automatically terminate upon conveyance by the Owner of his Lot. If conflicting proxy votes for an Owner or Lot exist, said proxy votes will not be counted.

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

- (a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event unless written permission has been provided by the Board.
- (b) **Electronic Meetings.** Any annual, regular, or special meeting of the Owners may be conducted through electronic mediums, including, but not limited to video conferencing systems.

Section 2.7 Action Taken Without a Meeting. Any action that may be taken at any annual or special meeting of Owners may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners eligible to vote on the action were present and voted, unless a different approval percentage for the action is specifically set forth in the Declaration. The Board may obtain such approvals and conduct business through mail or email/electronic ballots.

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

Section 2.8 Voting. Only an Owner that is current on all assessments and charges due and owing at least thirty (30) days prior a duly noticed meeting shall be deemed in good

standing and eligible vote. The Association shall have one (1) class of voting membership, as set forth in the Declaration. Owner votes taken during an Owner meeting incorporating video conference use shall be cast using a written chat feature, if available, and a transcript of the chat shall be included in the records of the Association. If no chat feature is available, audible votes may be taken as directed by the Board.

The votes appurtenant to any one Lot may not be divided between Owners of such Lot and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the Owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot. The Association shall honor the vote of: a duly authorized trustee or successor trustee of a trust that is an Owner; the duly authorized representative of a legal entity that is an Owner; and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner as though such vote were the vote of the Owner.

ARTICLE III - BOARD, SELECTION AND TERM OF OFFICE

Section 3.1 Number & Tenure. The affairs of the Association shall be managed by a Board of Directors composed of at least three (3) individuals. At each annual election, the successor to the Director whose term shall expire in that year shall be elected to hold office for the term of (3) years. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation or removal.

Section 3.2 Eligibility. All members of the Board shall be (1) Owners or (2) an Owners' spouse or legal partner that resides with Owner in the Dwelling. Notwithstanding, only one member of a single household can be a member of the Board at any one time.

Section 3.4 Resignation & Removal. A Director may resign at any time by delivering a written resignation to either the President or the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director may be removed from the Board, with or without cause, by a vote of at least (51%) of the Owners of the Association. In the event of death, resignation or removal of a Director, their successor shall be selected by the remaining Directors and shall serve for the unexpired term of their predecessor. Any Director who misses twenty-five percent (25%) or more of Board meetings or who misses three (3) consecutive meetings, in any calendar year, shall be automatically removed from the Board.

Section 3.5 Compensation. No Director shall receive compensation for any service they may render to the Association. However, any Director may be reimbursed for actual and approved expenses incurred in the performance of their duties.

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

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

ARTICLE IV - NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE V - MEETINGS OF THE BOARD

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

Owners, and Owner representatives (if designated in writing in advance) may attend Board meetings and may be present for all discussions, deliberations, and decisions except when the Board is in executive session. Owners shall comply with all reasonable rules established by the presiding officer for their attendance. The Board may limit Owners' comments and/or questions to a specific period of time within the meeting. The Board shall provide email notice in accordance with the Act to Owners that have requested, in writing, to be notified of Board Meetings and have provided a valid email address.

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

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

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

(a) **Recording.** No person, whether an Owner, occupant, owner representative, or other third party is permitted to record (whether audio, video, transcription or combination) any Association or Board meeting, work session, event, get-together, or similar event regardless of the location of such event.

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

ARTICLE VI - POWERS AND DUTIES OF THE BOARD

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

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.1 Enumeration of Officers. The officers of this Association shall be a president, secretary, and treasurer, as designated by the Board.

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

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

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

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

ARTICLE VIII - CONTRACTS, LOANS & INVESTMENT

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

Section 8.2 Deposits & Investments. Association funds may only be deposited into institutions that are federally insured. The Board may deposit Association funds into savings accounts, money market accounts, or purchase certificates of deposits. Other investment options that may pose additional risks must be approved by at least 51% of the total eligible votes of the membership prior to the investment.

ARTICLE IX - COMMITTEES

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

ARTICLE X - MISCELLANEOUS

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

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

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

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

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

Section 10.5 Amendment. These Bylaws may be amended by Owners holding at least sixty-seven percent (67%) of the total eligible votes of the membership.. If, a properly conducted amendment vote via written ballot, meeting of owners, or action without meeting is conducted and the proposed amendment does not obtain the requisite 67% of owners, the proposed amendment (without any change to the proposed amendment) may be approved and recorded through a subsequent affirmative vote by written ballot obtaining affirmative votes of fifty-one (51%) percent of the eligible Allocated Interest. Amendment by affirmative vote of 51%, as allowed herein, shall include a voting period which ends no later than 90 days after the previous action to obtain affirmative votes failed. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners. An amendment to these Bylaws shall be effective immediately upon recordation in the Office of the Utah County Recorder, State of Utah.

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

DATED this 17 st Day of MARCH, 2023

ALBION VILLAGE HOMEOWNERS ASSOCIATION, INC.

a Utah non-profit corporation

By:

Jay L. Sanders
Board President

JAY L. SANDERS

EXHIBIT "C"
PERCENTAGES OF UNDIVIDED OWNERSHIP INTEREST

Phase No.	Bldg. No.	Floor	Unit No.	Percentage of Ownership/Voting Interest
1	3	1st	101	0.9346%
1	3	1st	102	0.9346%
1	3	1st	103	0.9346%
1	3	1st	104	0.9346%
1	3	1st	105	0.9346%
1	3	1st	106	0.9346%
1	3	2nd	201	0.9346%
1	3	2nd	202	0.9346%
1	3	2nd	203	0.9346%
1	3	2nd	204	0.9346%
1	3	2nd	205	0.9346%
1	3	2nd	206	0.9346%
1	3	3rd	301	0.9346%
1	3	3rd	302	0.9346%
1	3	3rd	303	0.9346%
1	3	3rd	304	0.9346%
1	3	3rd	305	0.9346%
1	3	3rd	306	0.9346%
1	3	4th	401	0.9346%
1	3	4th	402	0.9346%
1	3	4th	403	0.9346%
1	3	4th	404	0.9346%
1	3	4th	405(* ¹)	1.8692%
1	2	1st	101	0.9346%
1	2	1st	102	0.9346%
1	2	1st	103	0.9346%
1	2	1st	104	0.9346%
1	2	1st	105	0.9346%
1	2	1st	106	0.9346%
1	2	2nd	201	0.9346%
1	2	2nd	202	0.9346%
1	2	2nd	203	0.9346%
1	2	2nd	204	0.9346%
1	2	2nd	205	0.9346%

¹ Building 3 Unit 406 was eliminated through this Amended and Restated Declaration and combined with Building 3 Unit 405, leaving a total of 107 Units in Albion Village.
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1	2	2nd	206	0.9346%
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Phase No.	Bldg. No.	Floor	Unit No.	Percentage of Ownership
1	2	3rd	301	0.9346%
1	2	3rd	302	0.9346%
1	2	3rd	303	0.9346%
1	2	3rd	304	0.9346%
1	2	3rd	305	0.9346%
1	2	3rd	306	0.9346%
1	2	4th	401	0.9346%
1	2	4th	402	0.9346%
1	2	4th	403	0.9346%
1	2	4th	404	0.9346%
1	2	4th	405	0.9346%
1	2	4th	406	0.9346%
3	1	1st	101	0.9346%
3	1	1st	102	0.9346%
3	1	1st	103	0.9346%
3	1	1st	104	0.9346%
3	1	1st	105	0.9346%
3	1	1st	106	0.9346%
3	1	2nd	201	0.9346%
3	1	2nd	202	0.9346%
3	1	2nd	203	0.9346%
3	1	2nd	204	0.9346%
3	1	2nd	205	0.9346%
3	1	2nd	206	0.9346%
3	1	3rd	301	0.9346%
3	1	3rd	302	0.9346%
3	1	3rd	303	0.9346%
3	1	3rd	304	0.9346%
3	1	3rd	305	0.9346%
3	1	3rd	306	0.9346%
4	1	4th	401	0.9346%
4	1	4th	402	0.9346%
4	1	4th	403	0.9346%
4	1	4th	404	0.9346%
4	1	4th	405	0.9346%
4	1	4th	406	0.9346%

Phase No.	Bldg. No.	Floor	Unit No.	Percentage of Ownership
4	4	1st	101	0.9346%
4	4	1st	102	0.9346%
4	4	1st	103	0.9346%
4	4	1st	104	0.9346%
4	4	1st	105	0.9346%
4	4	1st	106	0.9346%
4	4	2nd	201	0.9346%
4	4	2nd	202	0.9346%
4	4	2nd	203	0.9346%
4	4	2nd	204	0.9346%
4	4	2nd	205	0.9346%
4	4	2nd	206	0.9346%
4	4	3rd	301	0.9346%
4	4	3rd	302	0.9346%
4	4	3rd	303	0.9346%
4	4	3rd	304	0.9346%
4	4	3rd	305	0.9346%
4	4	3rd	306	0.9346%
4	5	1st	101	0.9346%
4	5	1st	102	0.9346%
4	5	1st	103	0.9346%
4	5	1st	104	0.9346%
4	5	1st	105	0.9346%
4	5	1st	106	0.9346%
4	5	2nd	201	0.9346%
4	5	2nd	202	0.9346%
4	5	2nd	203	0.9346%
4	5	2nd	204	0.9346%
4	5	2nd	205	0.9346%
4	5	2nd	206	0.9346%
4	5	3rd	301	0.9346%
4	5	3rd	302	0.9346%
4	5	3rd	303	0.9346%
4	5	3rd	304	0.9346%
4	5	3rd	305	0.9346%
4	5	3rd	306	0.9346%
TOTAL:				100.00%

EXHIBIT "D"
Maintenance Chart

MAINTENANCE CHART

The following chart is a quick reference guide for the division of responsibility for maintenance, repair and replacement of Common Area, Limited Common Area and Unit components between the Association and Owners. In the event of conflict, the terms of the Declaration will control over this chart.

	EXTERIOR	HOA	OWNER
1	Maintenance, repair and replacement of roof shingles.	X	
2	Maintenance, repair and replacement of roof underlayment on each Unit (felt and plywood).	X	
3	Maintenance, repair, and replacement of the exterior walls and surfaces of each Unit.	X	
4	Repair, and replacement of outside water spigots.	X	
5	Maintenance, repair, and replacement of private roads and sidewalks	X	
6	Maintenance, repair, and replacement of rain gutters and down spouts.	X	
7	Maintenance, repair, and replacement of structural components of the Unit.	X	
8	Maintenance, repair, and replacement of windows and doors (including glass), shutters, sliding glass doors, patio doors, screens, and frames.		X
9	Maintenance, repair, and replacement of window wells.	X	
10	Maintenance of gas and electricity connections for individual Units		X
	INTERIOR		
11	All interior painting, decorations, and furnishings, all appliances, such as dishwashers, garbage disposals, ranges, refrigerators, microwaves, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and telephone and computer networks.		X
12	Maintenance, cleaning, and repair of venting and fireplaces.		X
13	Maintenance, repair, and replacement of the electrical system from the City electric meter to the breaker panel and to all outlets, including switches and light fixtures.		X
14	Maintenance, repair, and replacement of plumbing fixtures, such as sinks, basins, toilets, and an interior pipes and valves.		X
15	Repair of cracks or other damage to interior walls, floors, or ceilings caused by normal Unit settling.		X
16	Repair of damage resulting from static water or seepage of water from any underground source		X
17	Repair of damage resulting from surface water.		X
18	Damage Amounts under the Association's insurance deductible		X

	GROUNDS	HOA	OWNER
19	Maintenance of lawn and the maintenance and replacement of original trees, shrubs and lawn curbing.	X	

20	Maintenance and utilization of sprinkler system within the Association.	X	
21	Snow removal: Common Area walkways.	X	

	OTHER	HOA	OWNER
22	Maintenance and repair of water system and sewer system from the city water meter to the entrance to the exterior wall of each Unit.	X	
23	Any damage to a Unit or Common Area caused by a contractor hired by an Owner.		X
24	Any damage in, on, or to a Unit is the sole responsibility of the Owner, except as otherwise stated herein.		X
25	Maintenance of all Common Area recreational facilities, clubhouses, meeting rooms, conference rooms, and pools/spas.	X	