

**FOURTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
CENTURY PARK EAST CONDOMINIUMS**

This FOURTH AMENDMENT TO THE DECLARATION FOR CENTURY PARK EAST CONDOMINIUMS is made and executed by the Century Park East Homeowners Association, a Utah nonprofit corporation (“Association”) on the date set forth below and shall be effective upon recording with the Salt Lake County Recorder’s Office.

RECITALS

A. Century Park East Condominiums is a Utah condominium project located in South Salt Lake, Utah that was made subject to the “Declaration of Condominium for Century Park East Condominiums” as recorded with the Salt Lake County Recorder on March 1, 1996 as Entry Number 6293173 (“Declaration”).

B. The Declaration was first amended as set forth in the “First Amendment to Declaration of Condominium for Century Park East Condominiums” as recorded with the Salt Lake County Recorder on September 3, 1996 as Entry Number 6445204.

C. The Declaration was next amended as set forth in the “Amendment to the Declaration of Condominium for Century Park East Condominiums” as recorded with the Salt Lake County Recorder on December 10, 1997 as Entry Number 6811234.

D. The Declaration was next amended as set forth in the “Amendment to the Declaration of Condominium for Century Park East Condominiums” as recorded with the Salt Lake County Recorder on December 10, 1997 as Entry Number 6811235.

E. The Association desires to further amend the Declaration as set forth below for the purposes of bringing the Declaration into harmony with existing applicable laws, removing unnecessary and outdated requirements, and improving the Declaration overall.

F. Pursuant to Section 16.3 of the Declaration, the Declaration may be amended with the approval of at least 67% of the voting interests in the Association.

G. At least 67% of the voting interests of the Association have approved this amendment.

H. This amendment shall be binding upon the Property, including all Units. See Exhibit A.

I. Unless specifically modified herein, all remaining provisions of the Declaration shall remain in full force and effect.

J. In case of any conflict between the terms of this amendment and the terms of the Declaration, the provisions of this amendment shall control.

K. Unless otherwise provided in this amendment, capitalized terms used herein shall have the same meaning and effect as used in the Bylaws.

AMENDMENTS

Amendment 1

Section 1.5 of the Declaration is hereby amended to read as follows:

1.5. “Association” shall mean and refer to the Century Park East Homeowners Association, a Utah nonprofit corporation. The Association has been incorporated as a nonprofit corporation. Failure of the Association to maintain its nonprofit corporate status shall not result in the dissolution of the Association. If the name of the Association changes, the term “Association” as used herein shall mean and refer to that association.

Amendment 2

Section 2.3 of the Declaration is hereby amended to read as follows:

2.3. Registered Agent. The registered agent of the Association shall be as provided in the entity filings with the Utah State Department of Commerce, Division of Corporations and Commercial Code. The Board may change the registered agent at any time without having to amend this Declaration.

Amendment 3

Section 5.5 of the Declaration is hereby amended to read as follows:

5.5. Director Qualifications. The Board of Directors shall consist of three (3) individuals who shall be Unit Owners, the spouse of a Unit Owner, or an official designee of a Unit owned by a trust, LLC, or other legal entity owning a Unit. No two (2) Directors may reside in the same Unit, be the spouse of one another, or be business partners if the business is related to their ownership of a Unit. The Bylaws may establish additional qualifications and requirements.

Amendment 4

Section 5.11 of the Declaration is hereby amended to read as follows:

5.11. Board Meetings. The Board shall hold at least 9 Board meetings in any calendar year. Meetings shall be open to Members, except as provided below or as otherwise allowed by law. The Board may hold a closed executive session Board meeting to:

- (a) consult with legal counsel to obtain legal advice and discuss legal matters;
- (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings;
- (c) discuss a labor or personnel matter;
- (d) discuss a matter relating to contract negotiations, including the review of a bid or proposal;
- (e) discuss a matter involving an individual if the Board determines that public knowledge or discussion of the matter would violate the individual's reasonable expectation of privacy or cause the individual undue embarrassment; or
- (f) discuss a delinquent Assessment.

Amendment 5

Section 5.22 of the Declaration is hereby amended to read as follows:

5.22. Reserve Analysis. The Association is required to obtain a "Reserve Analysis" as set forth in U.C.A. §57-8-7.5 of the Act, as amended.

Amendment 6

Section 7.1 of the Declaration is hereby amended to read as follows:

7.1. Due Date and Delinquency. Assessments shall be paid in a timely manner. Payments for regular Assessments are due in advance on the first day of the month. Payments for other Assessments are due within the timeframes established for the payment of such Assessments. Payments are delinquent if received more than ten (10) days from the date they first became due. Delinquent Assessments may be charged a late fee in an amount determined by the Board.

Amendment 7

Section 9.1(m) of the Declaration is hereby amended to read as follows:

(m) Pets and Animals. With the prior written consent of the Board of Directors, each Unit may have up to one (1) common household pet, as defined by the Board. No pets or animals of any kind shall be commercially bred in, on, or about the Project. The Board may adopt Rules that expand upon the restrictions related to pets and animals in this Declaration including,

but not limited to, restrictions on the types or breeds of pets allowed, requirements for registration with the Association, and noise limitations. All pets and animals shall abide by all pet and animal rules adopted by the Board from time to time. Pets and animals may not create a nuisance, as reasonably determined by the Board. The following acts of an animal constitutes a nuisance: (a) it causes damage to property; (b) it causes unreasonable fouling of the air by odors; (c) it causes unsanitary conditions; (d) it defecates on any Common Area or Limited Common Area and the feces is not immediately cleaned up by the responsible party; (e) it barks, whines, or howls, or makes other disturbing noises in an excessive, continuous, or untimely fashion; or (f) it molests or harasses passersby by lunging at them or chasing passing vehicles or pedestrians. Pets and animals who continue to create a nuisance after being warned or fined by the Association may be subject to removal by the Board. Pets and animals may not be tied or tethered in the Common Area. **Dogs shall be leashed whenever outside a Unit. All fecal matter shall be immediately cleaned up in any portion of the Limited Common or Common Areas.** The Association may levy Specific Assessments against Owners for any damage caused by their pets and animals. Owners are strictly liable for any damage or injury caused by their pet and animal or the pet and animal of their guests or invitees. The Association will make reasonable accommodations to its pet and animal policies as required by applicable fair housing laws.

Amendment 8

Article 10 of the Declaration is hereby amended in its entirety to read as follows:

ARTICLE 10. - INSURANCE

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

10.2. Property Insurance.

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

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

paint, wall coverings, windows.

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

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

(iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a "Guaranteed Replacement Cost Endorsement" under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a "Replacement Cost Endorsement" under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an "Agreed Amount Endorsement" which must waive or eliminate the requirement for coinsurance.

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

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

(i) Except as provided in Subsection (4) below, the Association's policy provides primary insurance coverage;

(ii) notwithstanding Subsection (i) above, and subject to Subsection (iii) below:

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

b. the Owner's policy, if any, applies to that portion of the loss

attributable to the Association's policy deductible.

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

(iv) If an Owner does not pay the amount required under Subsection (2) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an individual assessment against the Owner for that amount.

- (3) Association's Obligation to Maintain Property Insurance Deductible. The Association shall maintain an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement does not apply to any earthquake or flood insurance deductible.
- (4) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.
- (5) Notice Requirement for Deductible. The Association shall provide notice to each Owner of his/her obligation under Subsection (2) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.
- (6) Flood Insurance. If any part of the Project is or comes to be situated in a "Special Flood Hazard Area" as designated on a flood insurance rate map, a policy of flood insurance shall be maintained covering the Project, or, at a minimum, that portion of the Project located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment that are not part of a building and all Common Area and Facilities within

the Project (“Insurable Property”) in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the “National Flood Insurance Program” for the Insurable Property within any portion of the Project located within a designated flood hazard area; or (ii) one hundred percent (100%) of the insurable value of the Insurable Property. If the Project is not situated in a Special Flood Hazard Area, the Association may nonetheless, in the discretion of the Board, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(7) **Earthquake Insurance.** The Association may purchase earthquake insurance as the Board deems appropriate. If the Board elects not to purchase earthquake insurance, a vote of a majority of the Association’s voting interests may veto the decision of the Board. If the Owners veto the decision to not purchase earthquake insurance, the Board shall purchase earthquake insurance within (60) days of the vote. The Board is hereby authorized to levy a special assessment, as needed, to pay for all or a portion of the earthquake insurance policy.

3. **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership, or maintenance of the Common Areas and Facilities or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a “Severability of Interest” endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

4. **Director’s and Officer’s Insurance.** The Association shall obtain Directors’ and Officers’ liability insurance protecting the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, and failure to enforce the Association’s governing documents (if reasonably available). In the discretion of the Board, the policy may also include coverage for any managing agent and any employees of the managing agent and may provide that such coverage is secondary to any other policy that covers the managing agent or any employees of the managing agent.

5. **Fidelity Insurance Coverage for Theft and Embezzlement of Association Funds.** The Association shall obtain insurance covering the dishonest acts on the part of the Board, officers, employees, volunteers, or managing agents who handle or who are responsible for handling the funds of the Association. Such insurance shall name the Association as the obligee and shall be written in an amount equal to 150% of the estimated current annual Common Expenses of the Association, including reserves, and shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of “employee” or similar expression (if reasonably available).

6. Worker's Compensation Insurance. The Board shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.
7. Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or mortgagee.
8. Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.
9. Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an "Insurance Trustee" if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. 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 or the Act. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units.
10. Insurance Trustee. In the discretion of the Board or upon written request executed by Owners holding at least 50% of the undivided ownership interests, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this Article as the Owners or Board (as the case may be) shall require.
11. Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.
12. Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.
13. Annual Insurance Report. Not later than sixty (60) days prior to the beginning of each fiscal year, Board may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association) setting

forth the existing insurance obtained pursuant to the Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and mortgagees in light of the insurance then available and the prevailing practice with respect to other similar condominium projects. The Board shall be protected in relying on the written report furnished pursuant to this Section provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report (if any) shall be made available to all mortgagees and Owners upon request.

14. Applicable Law. This Declaration and the Association are subject to the insurance requirements required by U.C.A. §57-8-43 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to condominium associations shall apply to this Association.

Amendment 9

Section 15.10 of the Declaration is hereby amended to read as follows:

15.10. Attorneys' Fees. If the Association obtains legal counsel to enforce any of the provisions contained in this Declaration, the Bylaws, Association Rules, or other Association governing document, the Association may assess (as a specific assessment) all reasonable attorneys' fees and costs it incurs from said legal counsel to the Owner against whom enforcement is sought or necessary, regardless of whether a lawsuit is ultimately initiated or not. Owners are responsible for any attorneys' fees and costs incurred by the Association due to the action or behavior of any of their guests, tenants, co-residents, or invitees.

Amendment 10

Section 15.11 of the Declaration is hereby amended in its entirety to read as follows:

15.11. Notices.

(a) Notice to an Owner. Any notice the Association is permitted or required to provide to an Owner may be sent via email, text message, personal delivery, regular first-class mail, or as otherwise allowed by the Act or the Utah Revised Nonprofit Corporation Act. Each Owner shall register with the Association such Owner's current email address, telephone number capable of receiving text messages, and mailing address for purposes of notice hereunder. Such contact information may be changed from time to time by notice in writing to the Association. Association notices shall be deemed delivered and effective at the time the notice is sent to the Owner. If mailed, such notice shall be deemed to be

delivered and effective on the date deposited in the U.S. mail if addressed to the Owner's address registered with the Association. If no address is registered with the Association, the Owner's Unit within the Property shall be deemed to be the Owner's registered address and notice to the Unit address may be made by first-class mail or by posting the notice on the front door.

(b) Notice to the Association. Any notice to the Association shall be delivered by registered or certified U.S. mail, postage prepaid, addressed to the registered agent or managing agent of the Association. Any notice so deposited in the mail shall be deemed delivered upon the date of receipt.

(c) Notice to a Lender. Any notice to a Lender shall be delivered by first-class U.S. mail, postage prepaid, to the most recent address furnished by such Lender in writing to the Association for the purpose of notice or, if no such address shall have been furnished, to any office of the Lender in Salt Lake County, Utah, or if no such office is located in Salt Lake County, to any office of such Lender. Any notice so deposited in the mail shall be deemed delivered seventy-two (72) hours after such deposit. Only those Lenders who have requested notices from the Association shall be entitled to Association Notices under the terms of the Declaration and other Association governing documents.

(d) The declaration of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner, or to any Lender, to the address or addresses for the giving of notice pursuant to this Section, shall be deemed conclusive proof of such mailing.

Amendment 11

Article 17 of the Declaration entitled, "Declarant's Sales Program" is hereby stricken and removed from the Declaration in its entirety. It no longer has any effect within Century Park East.

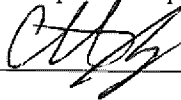
[signature pages follow]

CERTIFICATION AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the Association, by and through the Board of Directors, hereby certifies that the foregoing amendments were duly approved as required by Article 16 of the Declaration after having received approval from at least 67% of the Association's voting interests. The Board of Directors has authorized the execution of this amendment.

**CENTURY PARK EAST HOMEOWNERS
ASSOCIATION**

a Utah nonprofit corporation

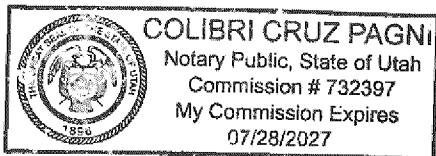
By: 

Name: Christian Salazar

Its: President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 12 day of March, 2024, personally appeared before me Christian Salazar who by me being duly sworn, did say that he is the President of the Century Park East Homeowners Association, and that the foregoing instrument is signed on behalf of said corporation and executed with all necessary authority.




Notary Public: 

EXHIBIT A

**Legal Description
(60 Units + 1 Common Area = 61 Parcels)**

All Units and Common Area as shown on the official subdivision plat for the “Century Park East Condominiums”.

Parcel Numbers: 16:30:383-001-0000 through 16:30:383-061-0000