

**AMENDED DECLARATION
FOR
CORNERSTONE CONDOMINIUM ASSOCIATION**

This amended and restated declaration is made as of the date of this recording in the Utah County Recorder's Office by the Cornerstone Condominium Association, a Utah nonprofit corporation.

1. This declaration supersedes and replaces in its entirety the previously recorded Declaration of Covenants Conditions and Restrictions of Cornerstone Condominium Association that was recorded as Entry No. 33519-1990 on October 9, 1990 at the Utah County Recorder's Office (hereafter "Original Declaration"), and all amendments thereto and prior versions thereof predating the recording of this Declaration.
2. The Bylaws of the Association supersede and replace any previous Bylaws and any amendments thereto.
3. The Association is the authorized representative of the Owners of certain real property known as Cornerstone, located in Utah County, State of Utah.
4. This property consists of 34 lots and certain common areas and limited common areas. The name by which the Project shall be known is "Cornerstone Condominium Association."
5. Pursuant to Article III, Section 24 of the Original Declaration, this Declaration has been voted on and approved by at least 2/3 of the voting interest in the Association. A certificate of approval of the amendment is attached as Exhibit III and incorporated into the Declaration by reference.
6. The Association desires to establish, for its own benefit and for the mutual

benefit of all current and future Owners and occupants of the Project, certain covenants, conditions, and restrictions, easements, rights, privileges, assessments and liens as set forth in this Declaration.

7. The Association hereby avails itself of the Utah Condominium Ownership Act, Utah Code 57-8-1, et al. (hereafter referred to as the "UCOA").

ARTICLE I
DEFINITIONS

When used in this Declaration or in the Bylaws, the following terms shall have the meaning stated in the Statute or in this Article unless the context otherwise requires.

1. Assessment means a charge imposed against a Unit Owner by the Management Committee for the payment of expenses incurred for operation and maintenance of the Project, including common expenses, and payment for capital improvements needed to benefit or improve the Project, or as the result of an Owner's negligence.
2. Association means Cornerstone Condominium Association, comprised of the Unit Owners acting as a group in accordance with the Documents.
3. Backyard means the limited common area to the rear of each Unit.
4. Common Areas or Common Areas and Facilities means:
 - (a) The land on which the buildings and other improvements are located,
 - (b) The Common Areas and Facilities specifically set forth and designated as such in the Maps,
 - (c) That part of the Project not specifically included in the respective Units as herein defined,
 - (d) The Limited Common Areas and Facilities described in the Documents or designated as such in the Maps,
 - (e) The exterior roofs, rain gutters, downspouts, exterior building surfaces, and walkways, streets, front yards, fences, open parking spaces.
 - (f) Installations for central services such as power, light, and gas, and

any other apparatus, building, or installation intended for common use,

(g) The other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management, and

(h) The Common Areas and Facilities elsewhere identified or described in the Documents or in the Statute, whether or not expressly listed herein.

5. Common Expenses means:

(a) Costs of administration, maintenance, repair, or replacement of the Common Areas and Facilities,

(b) Expenses declared Common Expenses by the Declaration,

(c) Expenses agreed upon as Common Expenses by the Association of Unit Owners, and

(d) Costs of enforcement of the rules enacted by the Management Committee or enforcement of the provisions of the Documents.

6. Declaration means the original Declaration, or this Amended Declaration and the Bylaws which are part of it, as the context may require.

7. Filed means filed for record in the office of the Utah County Recorder.

8. Fiscal Year means the calendar year.

9. Lessee means a person who holds a leasehold property interest under a written lease.

10. Limited Common Areas and Facilities or Limited Common Areas means those Common Areas designated in the Documents and shown on the Maps as reserved for use of a certain Unit to the exclusion of other Units. Limited Common Areas include the back yard and the two driveway parking spaces specifically assigned for the exclusive use of each Unit Owner.

11. Majority means more than 66%, unless otherwise specified.

12. Management Committee or Committee means the group of persons, elected by the Unit Owners to be the Officers of the Association, which is charged with and have the responsibility and authority to enforce the Documents and to propose and enforce reasonable rules and regulations governing the operation and maintenance of the Project.

13. Map or Maps means one or more of the Record of Survey Maps heretofore filed showing the phases or revised phases of Cornerstone Condominiums.

14. Mortgage means a mortgage, deed of trust, or similar lien instrument by which a Unit or any part thereof is encumbered.
15. Mortgagee means any person named as a Mortgagee or holding a Mortgage as owner, or the beneficiary under or holder of a deed of trust, or the owner of a similar lien instrument.
16. Mortgagor means an Owner who, for value received, has voluntarily encumbered his Unit by placing a Mortgage thereon.
17. Officers means the President, the Vice President, the Secretary, and the Treasurer, and any other officer appointed by the Committee.
18. Owner means the fee Owner of Unit and of the undivided interest in the Common Areas appurtenant thereto. A buyer under an executory contract for the sale of a Unit shall be considered the Owner for all purposes, unless the seller has notified the Committee in writing that the buyer should not be so considered and has given the reason therefor.
19. Project means the Tract and all improvements thereon, known as Cornerstone Condominium Association.
20. Statute means the Utah Condominium Ownership Act, Title 57, Chapter 8, Statutes of the State of Utah.
21. Tract means the land described in Exhibit I.
22. Condominium Unit or Units refers to one of the living units intended for independent use as defined in the Act and as shown in the Map. Mechanical equipment and appurtenances located within any one unit or located without said unit but designated and designed to serve only that unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning apparatus, fixtures and the like shall be considered part of the unit, as shall all decorated interiors, all surfaces of interior structural walls, lathe, furring, wall board, plaster board, plaster, paneling, tiles, wallpaper, paint, floors, ceilings, windows and window frames, doors and door frames, trim flowing carpeting and any other material constituting part of the finished surface of the wall, floor, or ceiling. All pipes, wires, conduits, or other public utility lines or installation constituting a part of the Unit of serving only the Unit, and any structural members of any other property of any kind, including factures and appliances within any unit, chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of the unit which 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. Any portion of an item that serves more than one Unit or any portion of the common area and facilities is part of the common areas and facilities. The following, if **designated** to serve a single Unit but located outside the Unit's boundaries, are limited common areas and facilities allocated exclusively to a unit: shutter, an awning, a window box a doorstep, a stoop, a porch, a balcony, a patio, and exterior door, an exterior window, and any other fixture. (See UCOA 57-8-7.2)

23. Unit Number means the number that designates a Unit in the attached Exhibit II and in the Maps.
24. UCOA means Utah Condominium Ownership Act. Citations are added simply for informational purposes only.

ARTICLE II

COVENANTS, CONDITIONS, AND RESTRICTIONS

The following covenants, conditions, and restrictions apply to all parts and all aspects of the Project:

1. Description of Improvements. The improvements included in the project are located on the Tract and are described in the Maps. The Maps indicate the number of Units contained in the buildings which comprise a part of the improvements, the dimensions of the Units, and other significant facts relating to the buildings and to the Common Areas. The Maps show the location of parking spaces for the Project. The buildings are conventional wood frame construction with brick, rock, and aluminum siding exterior. All Units are at least 1,400 square feet, and have two or three finished bedrooms, two or two and a half baths, and a laundry, kitchen, dining room, family room, and formal living room.

There are a total of 24 visitor parking spaces. Four parking spaces are specifically assigned for the exclusive use of each Owner, two in the garage and two in the driveway. Those in the driveway are designated as Limited Common area.

2. Description and Legal Status of Units. The individual Units are designated by number. The Maps show the number of each Unit, its location, the dimensions from which its area may be determined, the Limited Common Areas which are reserved for its use, and the Common Areas of the Project.
3. Common and Limited Common Areas. The Common Areas and Limited Common Areas of the Project are defined in Article I hereof and in the Maps. Neither the

ownership of an undivided interest in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains. Though not specifically mentioned in an instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

4. Fences. There will be only one fence design and only one fence material for any and all fences on or within the Association physical boundaries. Any changes in design or material to any of the common areas such as grass, asphalt, concrete, structures or fences must be approved by the Majority of Owners before any changes are actually made. This restriction does not apply retroactively to any fence modifications or departures from this restriction made prior to the effective date of this Declaration. Nor does it imply any responsibility on the part of the Association for the maintenance, repair, or replacement of such modifications.

5. Determination of Interest in Common Areas and Facilities. Each Owner has an equal interest in and proportionate share of the Common Areas and facilities of the project. Exhibit II, attached hereto and made a part hereof, shows each Unit Number and its appurtenant undivided ownership interest in the Common Areas. That interest, 2.94% of the whole, shall be the basis of Assessments levied to pay the common expenses incurred to maintain the project. (See UCOA 57-8-7 (2))

6. Holding Title. Title to a Unit may be held or owned by any entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but not limited to, joint tenancy or tenancy in common.

7. No Separation. No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof. Each Unit, the undivided interest in the Common Areas appurtenant to it, and the exclusive right to use and occupy the Limited Common Areas appurtenant to it, shall always be conveyed, devised, encumbered, and otherwise affected only together, and may never be separated from one another. Every conveyance, gift, devise, bequest, transfer, encumbrance, or other act which affects title to a Unit or any interest therein, shall affect the entire Unit, together with all appurtenant rights created by law or by these Documents. (UCOA 57-8-7 (3))

8. No Partition. The Common Areas shall be owned in common by all the Owners of Units, and no Unit Owner may bring action for partition thereof.

9. Covenants to Run with Land. Compliance. The original Declaration, these Documents, and all provisions of both, shall constitute covenants running with the land, or equitable servitude's, as the case may be, and shall be binding upon and inure to the benefit of Declarant, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, mortgagees,

heirs, personal representatives, successors and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Units shall be subject to, the provisions of the Statute, the terms of this Document, and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Document. Failure to comply therewith shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Committee on behalf of the Unit Owners, or, in a proper case, by an aggrieved Unit Owner. By acquiring an interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Document.

10. Effect of Conveyance. The conveyance of a Unit is subject to the covenants, conditions, restrictions, easements, charges and liens set forth in the Documents at the time of the conveyance. All Owners, at the time they become such, also become members of the Association, which is established for the benefit of the Owners.

11. Miscellaneous Restrictions. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold harmless the Management Committee and the other Owners against any loss resulting from any such damage or waste caused by her or her invitees.

12. Use of Common Areas and Limited Common Areas. Owners have a non-exclusive right to use and enjoy the Common Areas, and have the exclusive right to use and enjoy the Limited Common Areas designated herein and in the Maps for such use by each Unit Owner

13. Unit Maintenance. Each Owner shall at his own cost and expense maintain, repair, paint, repaint, tile, wax, paper or otherwise refinish and decorate the ceilings, floors, windows, and doors, and other unit components of his Unit. In addition to decorating and keeping the interior of his Unit in good repair and in a clean and sanitary condition, he shall be responsible for the maintenance, repair, or replacement of any plumbing fixtures, water heater, heating equipment, air conditioner, lighting fixtures, refrigerator, dishwasher, disposal equipment, range, or other appliances or fixtures that may be in (or connected) or exterior but connected with his Unit.

14. Maintenance of Limited Common Areas. Each Owner shall keep the Limited Common Areas designed for use in connection with his Unit in a clean, sanitary and attractive condition at all times.

15. Easement for Encroachment. If any part of the Common Areas encroaches or

shall hereafter encroach upon a Unit or Units, an easement for such encroachment for maintenance shall and does exist. Such encroachment shall not be considered to be an encumbrance upon either the Common Areas or the Units.

Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of building on the Tract, by error in the Maps, by settling, raising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

16. Access for Repair of Common Areas. Some of the Common Areas may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable right, to be exercised by the Committee as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or another Unit or Units. The Committee shall also have such right independent of the agency relationship. The cost of damage to the interior or any part of a Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs within another Unit at the instance of the Committee or of a Unit Owner shall be a common expense. However, if such damage is the result of negligence of the Owner of the Unit needing repair, then such Owner shall be financially responsible for all such damage. Amounts owing by a negligent Owner shall be collected by the Committee by an Assessment against him.

17. Recreation Vehicle Storage Yard.

- (a) The storage yard is part of the Common Area of the Project. Only an Owner or resident shall store an item in the yard; family or friends may not. Vehicle parking in the storage yard shall be restricted to two operational vehicles (of the types listed in item (c) below). Each must be currently registered and licensed. This is not a general storage area; it is provided by the Association as a convenience to members who have such vehicles and intend to make use of them from time to time. Vehicles and their coverings must be well maintained and presentable.
- (b) Anyone eligible to use the yard shall furnish to a member of the Committee a sheet supplying requested information about the item proposed to be stored.
- (c) Only the following may be parked or stored for any length of time whatever in the yard: a motor home, motorcycle, travel trailer, utility trailer, water craft, snowmobile, or ATV.

(d) Not **withstanding** any other provision of this section 17, if the Management Committee concludes that the storage of an item is not in the best interest of the Association it may deny storage for that item. No item shall be stored in the yard without written approval from the Management Committee.

(e) Recreational vehicles may be parked in front of an owner's unit for loading or unloading purposes only.

(f) All Unit Owners and residents who have a vehicle in the R V Storage Yard have a right to a key to the RV Storage Yard. Such vehicles are stored at the Owner's own risk.

18. Waste Disposal. No trash or garbage or waste material shall be kept or allowed to accumulate on any portion of the property, including the RV Storage Yard, except in approved bins or garbage cans properly screened from view. Owners and residents are encouraged to observe Orem City guidelines for garbage and recycling pick-up.

19. Mortgage Protection. **Notwithstanding** anything to the contrary in the Documents:

(a) An adequate reserve fund for replacement of the Common Areas shall be established and funded by periodic payments from regular Assessments.

(b) A Mortgagor coming into possession of a Unit pursuant to foreclosure under a Mortgage or a deed or assignment in lieu of foreclosure shall be subject to all provisions of the Documents, the Maps, and enacted rules then in force,

(c) In the event of substantial damage to or destruction of any Unit or a significant part of the Limited Common Areas appurtenant thereto, the holder of a first Mortgage on the Unit shall be given timely written notice of such damage or destruction by the Secretary if the Owner has previously furnished the Committee with the information necessary for giving such notice. The first Mortgage holder shall have priority over the Owner and inferior lien holders in the distribution of insurance proceeds under a policy owned by the Association.

(d) If a Unit or portion thereof or of the Limited Common Areas appurtenant thereto is proceeded against by a condemning authority, the holder of a first Mortgage on the Unit shall be given timely written notice of the condemnation proceeding or proposed acquisition by the Secretary if the Owner has previously furnished the Committee with the information necessary for giving such notice.

The first Mortgage holder shall have priority over the Owner and inferior lien holders in the distribution of proceeds from a condemnation settlement, award, or judgment.

(e) All amenities, e.g., parking, recreation areas, and storage yard, are a part of the Project and are covered by a Mortgage to the same extent as are the other Common Areas and Facilities.

(t) A Mortgagor coming into possession of a Unit pursuant to foreclosure under a Mortgage or a deed or assignment in lieu of foreclosure takes the Unit free of any unpaid claims or Assessments and charges against the Unit which accrue prior to the time such holder comes into possession of the Unit.

(g) An Owner who has mortgaged or hereafter mortgages his Unit shall notify the Management Committee of the name and address of his Mortgagee. The Committee may maintain the information in a book that shall be available to any person who, in the judgment of the Committee, has a legitimate interest in it.

(h) The holder of a first Mortgage on a Unit is entitled to written notice from the Secretary of a default by the Owner in the performance of his obligation(s) under the Documents which is not cured within thirty (30) days if the Owner or Mortgagor has previously furnished the Committee with the information necessary for giving such notice.

(i) A lien against a Unit for nonpayment of Assessments shall be subordinate to a lien or equivalent security interest against the Unit recorded prior to the date the Assessments become due.

(j) Unless more than 75% of the first Mortgagees (based on one vote for each Mortgage owned) of Units have given their prior written approval, neither the Management Committee nor the Association shall:

(i) By act or omission, seek to abandon or terminate the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation.

(ii) Change the pro-rata interest on obligations of any Unit for (a) purposes of levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; and for (b) determining the pro-rata share of ownership of each Unit in the appurtenant Common Areas.

(iii) Partition or subdivide any unit.

(iv) Make any material amendment to the Documents that diminishes the security interest of a Mortgagor.

(v) By act or omission, seek to amend, partition, subdivide, encumber, sell or transfer the Common Areas. The granting of easements for public utilities or for other public purposes consistent with the intended use of the

Common Areas of the Project shall not be deemed a transfer within the meaning of this subparagraph.

(vi) Use hazard insurance proceeds received by the Association because of losses to any property of the Project whether to Units or to the Common Areas, for other than the repair, replacement or reconstruction of such improvements, except as may be provided by the Statute in cases of substantial loss to the Units or Common Areas of the Project.

(vii) Notwithstanding all other provisions hereof:

(A) A lien on a Unit which may arise under the provisions of these Documents shall be subordinate to and shall not affect the interest of the holder of an indebtedness secured by a recorded first Mortgage on the Unit if such interest was made in good faith and for value. After receiving title to the Unit the purchaser at the foreclosure sale shall be subject to Assessments as any other Owner.

(B) No amendment to these Documents shall affect the rights of the holder of a Mortgage recorded prior to the recording of the amendment.

(C) By subordination agreement executed by a simple majority of the Management Committee, the benefits of (a) and (b) above may be extended to Mortgages not otherwise entitled thereto.

20. Damage to Project. If all or part of the improvements in the Project are damaged or destroyed, the following shall apply:

(a) If proceeds from the Association's insurance are alone sufficient to repair and reconstruct the damaged or destroyed improvements, such repair or reconstruction shall proceed and the cost thereof paid from those proceeds.

(b) If there is no insurance coverage for the damage or destruction because of the type of event which caused it, the Management Committee shall convene a meeting of the Owners to discuss the situation and decide on a course of action. If 75% or more of the Owners elect to repair or reconstruct the affected improvements, the Project shall be restored. All Owners shall be assessed for the cost of restoration on the basis of their respective percentages of undivided interest in the Common Areas and Facilities.

21. Construction or Remodeling. Throughout any period of construction or remodeling of a Unit, the Owner shall keep the lot and all streets used by construction equipment or trucks in clean and safe condition and shall take all measures to remove debris daily, control dust, and avoid interfering with the free

and ready access to other buildings and neighboring Units.

22. Right of Ingress, Egress, Lateral Support. Each Owner shall have the right of ingress and egress over, upon and across the Common Areas designated for use in connection with his Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit and such rights shall be appurtenant to and pass with the title to each Unit.

23. Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

24. Easement for Utility Services. There is hereby created a blanket easement upon, across, over, and under the Tract for ingress, egress, installation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, gas, telephone, electricity and similar services.

25. Legal Description of a Unit. Each conveyance or contract for the sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with appropriate reference to the Map and to this Declaration, as each shall appear on the Records of the County Recorder of Utah County, State of Utah, and in substantially the following form:

Unit shown in the Record of Survey maps for
Cornerstone Condominium Association appearing in the records of
the Utah County Recorder in Book , Page of Plats, and as
defined and described in the Declaration of Condominium,
appearing in such Records in Book , Page of Records.

This conveyance is subject to the provisions of
the aforesaid Declaration.

Such description will be construed to describe the Unit, together with an undivided Interest in and to the Common Areas as the same are established and identified in the Declaration and Map referred to herein, and to incorporate all the rights incident to ownership of a Unit and all the limitations of such ownership as described in this Declaration.

26. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural; the plural, the singular; and the use of any gender shall include all genders.

27. Severability. Should any provision of this Document be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of the other parts thereof, and its remaining provisions shall be given full force and effect.

28. Topical Headings. The headings appearing at the beginning of the individual Sections of this Document are for convenient reference only, and shall not be construed to describe, interpret, define or otherwise affect the content, meaning or intent of this Document or any provision hereof.

29. Effective Date. This declaration shall take effect immediately upon recording in the office of County Recorder, Utah County, State of Utah.

ARTICLE III

MANAGEMENT COMMITTEE

Responsibility: In exercising their powers, the members of the Management Committee owe duties of care and loyalty to the Association. The duty of **care** requires them to act in good faith, with the good judgment that an ordinary prudent person would exercise under similar circumstances. The duty of **loyalty** is a duty requiring them to put the interests of the Association above personal interests. The exercising of **good judgment** requires them to make informed decisions. To do so, they must acquire sufficient information on the issues at hand so they can act in the Association's best interests. When needed, they should get advice from professionals or experts, and have a sound understanding of these governing documents.

1. Number and Qualifications. The Association's affairs shall be governed by a Management Committee composed of a minimum of three Members elected at the annual meetings. The size of the Committee shall be determined by majority vote of Owners present or by proxy, immediately prior to the election of Committee Members at the annual meeting. Each member must be an Owner of a lot in the project and shall meet the qualifications in the Declaration. No two Owners from the same Unit may serve simultaneously on the Committee. Each Member of the Committee shall hold his position for two years or until his successor shall have been chosen and qualified, or until his death, resignation, or disqualification or removal in the manner provided in these Bylaws.
2. Quorum. A quorum of the Management Committee shall be constituted by more than 50% of the members of the Committee.
3. Removal of Members of the Committee. A majority of those present, either in person or by proxy, in an annual meeting or a special meeting called for the purpose, may, for cause, remove a Member of the Management Committee. Before a vote on

removal is taken, the Member whose removal has been proposed by the Owners shall be given an opportunity to be heard. If the Member is removed, a successor may then and there be elected to fill the vacancy thus created, and will serve until the term is completed.

4. Powers and Duties. The Project shall be managed, operated and maintained by the **Management Committee** as agent for the Unit Owners. In fulfilling its duties, the **Committee** shall have the following powers and authority:

- (a) The authority to grant or create on such reasonable terms as it deems advisable, utility and similar easements over, under, across, and through the Common Areas.
- (b) The authority to execute and record any amendments to the Documents or the Maps, which have been approved by the Owners.
- (c) The power to sue and be sued.
- (d) The authority to enter into contracts relating to the Common Areas and other matters for which it has responsibility.
- (e) The authority to convey or transfer an interest in real property, provided that any approval or consent of the Owners required by the Documents has been obtained.
- (f) The authority to purchase or otherwise acquire, and accept title to, an interest in real property, provided that any approval or consent of the Owners required by the Documents has been obtained.
- (g) The authority to add to the Project an interest in real property obtained pursuant to Subsection (f) above, provided that any approval or consent of the Owners required by the Documents has been obtained.
- (h) The authority to propose such reasonable rules, regulations and procedures as may be necessary or desirable to aid the **Management Committee** in carrying out its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Owners. This includes the authority to adopt and administer fines and other penalties for the violation of Association rules. (See UCOA 57-8-37) The **Management Committee** may also authorize a **Manager/Agent** to administer fines for such things as delinquent payment of assessments. The Association Rules may not discriminate among owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices.
- (i) The authority to acquire and hold tangible and intangible personal

property for the benefit of the Owners, dispose of it by sale, trade or otherwise, and enact and enforce rules for its use.

(j) The power and authority to perform any other acts and to enter into any other transactions that may be reasonably necessary for it to perform its functions as agent for the Owners.

(k) The authority to exercise any other right, privilege or power not identified in this Section but granted to the Management Committee elsewhere in the Documents or by law.

5. Other Duties. In addition to duties imposed by the Documents or by resolutions of the Association, the Management Committee shall be responsible for the following:

(a) Care, upkeep and surveillance of the Common Areas and Facilities.

(b) Collection of monthly Assessments.

(c) Selection and dismissal of the personnel necessary for the maintenance and operation of the Project, the Common Areas and Facilities, and the Limited Common Areas and Facilities.

6. Manager/Agent. The Management Committee may recommend that the Association employ a Manager/Agent at a compensation suggested by the Committee to perform such duties and services as the Committee shall authorize. A contract for management of the Project may be terminated by the Committee for cause upon thirty (30) days written notice to the Manager/Agent. The term of a management contract shall not exceed one year, but shall be renewable by agreement of the parties for an additional year.

7. Vacancies. Vacancies in the Management Committee caused by any reason other than the removal of a member by a vote of the Association shall be filled by vote of the remaining members of the Committee, and each person so elected shall be a member until a successor is elected to complete the term at the next meeting of the Association.

8. Meetings. Regular meetings of the Management Committee shall be held not less than quarterly at such time and place as the Committee may determine. Notice of the meetings shall be given at such time and by such means as the Committee may determine.

9. Special Meetings. Special meetings of the Management Committee may be called by the President on at least three (3) days' notice to the members, given personally or by telephone. The notice shall state the time, place and purpose of the meeting. The

President shall call a special meeting of the Committee if more than half of Committee members request her to do so.

10. Meetings of the Management Committee Open to Owners. All meetings of the Management Committee shall be open to Owners. The Committee shall notify each owner of the time, date, and place by email or phone for all meetings to each Owner who has requested such notice. Such notice shall not be less than 72 hours prior to the meeting. Owners shall be provided a reasonable opportunity for comments. (UCOA 57-8-57)

11. Waiver of Notice. Attendance by a member at any meeting of the Committee shall be a waiver by her of notice of the time, place and purpose thereof. If all Committee Members are present at any meeting of the Committee, no notice need have been given, and any business may be transacted at such meeting.

12. Management Committee's Decisions. Decisions of the Committee must be made by the concurrence of at least a simple majority of its members. No proxy may be used in a meeting of the Management Committee. All decisions must be made by vote, and the Secretary shall record the names of those voting and how they voted.

13. Exterior Maintenance.

(a) The Management Committee shall maintain the Common Areas and Limited Common Areas listed: repairing, and replacing as needed, roofs, rain gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walkways, and other exterior improvements that are part of the original builder's standard installation, to include driveways and back patios.

(b) Each Owner shall repair, replace and maintain doors, and windows, including their glass, landscaping located in a Limited Common Area, and any exterior improvement that was done to an Owner's specification or was not part of the original builder's standard installation.

(c) If the need for maintenance or repair of a Unit or the improvements thereon is caused through the willful or negligent acts of the Owner or his family, guest, or invitees, the cost thereof shall be added to and become a part of the Assessment against that Unit.

14. Insurance and Bond. The Management Committee shall secure and maintain at all times the following insurance and bond coverage:

(a) A policy or policies of fire and casualty insurance with extended coverage endorsement, for the full insurable replacement value of the entire project. Such policy or policies shall be made payable to the Association and all persons holding an interest in the Project or any of the Units, as their interests may appear.

(b) A Directors and Officers liability policy insuring the Management from any claim arising by reason of the ownership, use or operation of the Project. Coverage limits under the policy shall not be less than \$1,000,000 for any person injured, \$2,000,000 for all persons injured in any one accident, and \$2,000,000 for property damage resulting from one occurrence. Such policies shall be issued on a comprehensive basis and shall provide a cross liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced.

(c) The following additional provisions shall apply with respect to insurance:

(i) In addition to the insurance described above, the Committee shall secure and at all times maintain insurance against such risks as are or hereafter may be customarily insured against in connection with condominium projects similar to Cornerstone Condominium Association.

(ii) The Committee shall have the authority to adjust losses.

(iii) Insurance secured and maintained by the Committee shall not be brought into contribution with insurance held by the individual Unit Owners or their mortgagees.

(iv) Each policy of insurance obtained by the Committee shall, if possible, provide a waiver of the insurer's subrogation rights with respect to the Committee, a Manager, the Owners, and their respective servants, agents, and guests; that it cannot be canceled, suspended, or invalidated due to the conduct of any member, Officer or employee of the Committee or of a Manager without prior written notice to the Committee; and that any "no other insurance" clause therein shall not apply with respect to insurance held individually by the Owners

(v) Each Owner will be responsible to insure his personal property to cover any loss or damage. An Owner may obtain additional insurance at his own expense, so long as such additional insurance does not have the effect of decreasing the amount that may be realized under a policy maintained by the Committee.

(vi) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would result in the cancellation of the insurance on the Project or any part thereof, or increase the rate of the insurance on the Project or any part thereof over what the Association, but for such activity, would pay, without prior written permission from

the Management Committee.

- (d) 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) the Association's policy provides primary insurance coverage;
 - (ii) notwithstanding Subsection (a) above, and subject to Subsection (c) 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 ("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 (b) above within thirty (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.
- (e) Flood Insurance. If any part of the Condominium 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 Condominium 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 within the Condominium 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 Condominium 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.

- (f) Earthquake Insurance. The Association may purchase earthquake insurance as it deems appropriate. The decision to purchase earthquake insurance may be made by the Board or a majority vote of the Allocated Interest.
- (g) Association's Obligation to Segregate Property Insurance Deductible. The Association shall keep in a segregated bank account 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.
- (h) 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.
- (i) Notice Requirement for Deductible. The Association shall provide notice to each Owner of the Owner's obligation with regard to the Association's policy deductible and of any change in the amount of the deductible. 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.
15. Expenditure Limit. The Committee shall make no expenditures to exceed the approved annual budget by more than \$6000 without the prior approval of the Owners of at least 22 units.
16. Third Party Reliance. Any instrument executed by the Management Committee relating to the Common Areas that recites facts which, if true, would establish the Committee's power and authority, shall be valid in favor of any person who in good faith and for value relies upon said instrument.
17. Indemnification of Management Committee. Each member of the Management Committee shall be indemnified and held harmless by the Owners against all costs, expenses and liabilities whatsoever, excluding gross negligence, willful misconduct, or fraudulent or criminal actions, with any proceeding in which he may become involved by reason of his being or having been a member of the Committee.

ARTICLE IV**OFFICERS**

1. Officers. The Officers of the Association are the President, Vice-President, Secretary, and Treasurer and such officers as may from time to time be appointed by the Management Committee. The Committee may elect other such officers as the affairs of the Association may be required, each of whom shall hold office for such period, have such authority, and perform such duties as the Committee may from time to time determine. The Officers of the Association may be, but are not required to be, members of the Management Committee. But unless they are members of the Committee, they have no voting authority as Committee Members. Officers may be chosen at any regular or special meeting of the Management Committee.
2. President. The President shall be the chief executive officer of the Association. She shall preside at all meetings of the Association and of the Management Committee. She shall have all the general powers and duties that are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the Owners from time to time as in her discretion she may decide is appropriate to assist in the conduct of the Association' affairs. She shall have the right to remove any disruptive owner or person at meetings. She shall preside over meetings with reasonable rules such as those found in "Roberts Rules of Order" or "The Modern Rules of Order."
3. Vice President. The Vice President shall take the place of the President and perform her duties whenever the President shall be absent or shall be unable to act. If neither the President nor the Vice-President is able to act, the Management Committee shall appoint another of its members to do so on an interim basis.
4. Secretary. The secretary shall keep the minutes of all meetings of the Management Committee and the minutes of all meeting of the Association. She shall have charge of such books and papers as the Management Committee may direct. The secretary shall schedule the use of Common Areas.
5. Treasurer. The treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in the books belonging to the Association. She shall be responsible for the deposit of all money and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Management Committee.
6. Eligibility to Hold Office. Only Owners, spouses of Owners, and managing officers, managing directors, or managing agents of Owners that are legally created persons, shall be eligible to be appointed as Officers.

ARTICLE V
OBLIGATIONS OF UNIT OWNERS

1. Annual Assessments.

(a) The Owner of each Unit is obligated to pay the annual Assessment approved by the Association to meet the Project's common expenses. The Assessment shall be paid in monthly installments or in advance if the owner so chooses. Each payment shall be due on the first day of the month for that month. If not paid within (10) days of its due date, the delinquent payment will bear a late charge of \$10.00 each month and shall earn interest from the delinquency date at the rate of 18% per annum. For a new Owner, the monthly Assessment is due and payable for the current month on the date he purchases her Unit, whether by conveyance to her or by executory contract entered into. (See UCOA 57-8-57)

(b) The Assessments shall be made pro rata according to number of Units in the Project. Assessments shall be adequate to allow for periodic payments to the reserve account, in such amounts as the Committee may determine.

2. Special Assessments.

(a) After securing approval of the Owners from 22 units, the Management Committee may levy a special Assessment against the Units of the Project, payable over such period as the Committee may determine. The Assessment shall be for the purpose of defraying, in whole or in part, the cost of construction or installation of an improvement or improvements, the reconstruction, repair or replacement of a part of the Common Areas of the Project

(b) The Assessment shall be in proportion to the number of Units in the Project. Each Owner shall be given written notice of the amount of the Assessment, the time and method for making payments, and the rate of interest on delinquent payments

3. Operating funds. The regular assessments shall include reasonable amounts as determined by the Management Committee to be collected as sufficient funds for the future periodic maintenance, repair or replacement of all or a portion of the Common Areas and Facilities. These operating funds are to be retained in the same account to which regular deposits and from which regular disbursements are made.

4. No offsets. All assessments shall be payable in the amount specified by the assessment and no offsets shall be specified against such amount for any reason, including a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

5. Liens for Unpaid Assessments. All sums assessed to any Unit pursuant to Sections 1 and 2 above, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens

and encumbrances on such Unit except a lien given priority under governmental assessment authority, and encumbrances against the Unit recorded prior to the date notice of the lien provided for herein is recorded. (See UCOA 57-8-45)

(a) No notice of lien shall be recorded until there is a delinquency in payment of the Assessment.

(b) The Management Committee shall prepare a written Notice of Lien setting forth the amount of the Assessment, the due date, the amount, including interest, remaining unpaid, the name of the record Owner of the Unit, and the legal description of the Unit. The Notice shall be signed by two or more members of the Management Committee and recorded in the office of the County Recorder. Costs and expenses of preparation and recording of the Notice of Lien, together with attorney fees, shall be added to and secured by the lien.

(c) The Management Committee may enforce the lien by foreclosure in the same manner in which other recorded encumbrances on real property are foreclosed under state statutes.

(d) Assessments against the Unit which may become due during foreclosure shall also be secured by the lien.

(e) Upon payment to the Management Committee of all sums secured by the lien, it shall execute and record a release of lien, freeing the Unit from the encumbrance.

(f) In a foreclosure sale, the Management Committee may bid in an amount equal to the sums secured by the lien and if successful in its bid may hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

(g) Any encumbrancer holding a lien on a Unit may pay the amount secured by the lien created by this Section, and upon such payment shall be subrogated to the rights of the Management Committee with respect to the lien, including priority.

(h) The Management Committee shall furnish to any encumbrancer of a Unit, which has furnished to the Management Committee written notice of such encumbrance, information about any Assessment against the Unit which remains unpaid for longer than thirty (30) days after it became due.

(i) Upon written request to the President from an Owner, lien holder, prospective owner or prospective Mortgagee for information concerning a Unit, and payment of a reasonable fee not to exceed twenty five dollars (\$25.00), the Committee shall issue a written statement of account setting forth the amount of any unpaid Assessment, the current annual Assessment and the portion thereof which has been paid, the amount of credit for advance payment of prepaid items, including, but not limited to, the Owner's share of prepaid insurance premiums, and any other relevant financial information which the Committee is in possession of relating to the Unit. The statement shall be conclusive against the Committee in favor of persons who rely thereon in good faith.

(a) Unless the Committee furnishes the requested statement within twenty (20) days, all unpaid Assessments which became due prior to the date of the request shall be subordinate to the lien of a Mortgagee which acquired its

interest after requesting the statement.

- (b) If the statement is timely furnished, a purchaser of a Unit shall be jointly and severally liable with the seller for all unpaid Assessments against the Unit up to the time of the recording of the transferring conveyance, and the purchaser shall be subrogated to the right of the Committee to recover from the seller the amount paid by the purchaser to satisfy the Assessments.

6. Party in Interest. Notwithstanding any provision of these Documents to the contrary, any proceeding, suit or action as may be deemed necessary, to recover a money judgment respecting any Assessments levied or fixed by the Management Committee shall be maintained on behalf of the Association at the instance and suit of the Management Committee.

7. Personal Obligation. The amount of any annual or special Assessment against a Unit shall be the Owner's personal obligation to the Association. Suit to recover a money judgment for such personal obligation may be maintained by the Management Committee against the Owner without foreclosing or waiving the lien securing it. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of the Common Areas or by abandoning her Unit. The Management Committee may suspend the voting rights of an Owner who is more than 30 days delinquent in payment of an Assessment.

8. Duty of Owner to Pay Taxes on Unit Owned. Each Unit and its percentage of interest in the Common Areas and Facilities is, under the provisions of the Statute, a separate parcel and is subject to separate assessment and taxation by each assessing unit, local district, and special service district for all taxes authorized by law, including ad valorem levies and special assessments. Accordingly, each Owner shall pay timely and discharge all such taxes and assessments as may be assessed against her unit.

9. Duty of Unit Owner to Be Responsible for the Deductible on the Association's Insurance Policy. The Unit Owner is responsible for the deductible on the insurance policy of the Association of Unit Owners.

10. Maintenance and Repair.

(a) Each Owner must perform promptly all maintenance and repair work to her own Unit which, if omitted, would adversely affect the Project in its entirety or in part, or would adversely affect another Unit. An Owner shall be liable for any damage that her failure to do so may cause.

(b) Repairs of any installations to a Unit, such as water, lights, gas, electricity, sewage, telephone, internet, cable TV, air conditioning, sanitary installations, doors, windows, and all other accessories belonging to a Unit shall be the Owner's responsibility, and shall be done at her expense.

(c) An Owner shall reimburse the Association for any expenditure incurred by it in repairing or replacing any Common Area or Facility damaged through the Owner's fault, and the amount of the expenditure shall be an Assessment which the Owner must pay.

11. Use of Individual Units - Internal Changes.

(a) All Units shall be utilized for single household residential purposes only. However, no rule may interfere with the freedom of a unit owner to determine the composition of a Unit Owner's household. (UCOA 57-8-8.1 (3, a))

(b) No Owner shall make a structural modification or alteration to the outside of her Unit without written permission from the Management Committee.

(c) No one may cause to be placed or erected on the Common Area any outbuilding or otherwise obstruct or encroach on any part thereof, or remove anything therefrom, without written permission from the Management Committee.

(d) The Committee may by rule prohibit or limit the use of the Common Areas as may be reasonably necessary for protecting the interests of the Owners or protecting the Units or the Common Areas themselves.

(e) An Owner may personalize the landscaping in an area up to 6 feet in width in the front of her Unit but it must be well maintained. If in the judgement of the Management Committee such personal plantings are unsightly or not maintained, the Committee may remove and replace such landscaping. The Association shall not be responsible to maintain or replace any part of personalized landscaping. The same rule applies to the Limited Common Area to the rear of each unit, commonly known as "backyards." Neither shrubs nor trees or other plantings shall become overgrown or a nuisance to neighbors' property, nor shall they jeopardize the integrity of fences or structures.

12. Lease of Unit. Renting is prohibited in this Association. All Units in the Association must be owner-occupied except where

- the Unit Owner is in the military and is deployed;
- the Unit is occupied by the Owner's parent, child, or sibling;
- the Unit Owner has been relocated by the Unit Owner's employer for a period of not less than two years;
- the unit is owned by a trust or other entity created for estate planning purposes;
- the Unit Owner is temporarily away from the Unit for a period not to exceed three years but has full intention of returning to the Unit as a permanent home;
- the Unit Owner is renting the Unit before the recording of this declaration, until the Unit Owner occupies the Unit (See UCOA 57-8-10.1)

13. Use of Common Areas and Facilities. An Owner who schedules the use of a part of the Common Areas shall have priority over another user during the time scheduled. The Common Areas may be scheduled with the Secretary for use by an Owner's guests for purposes such as family reunions or other family gatherings. The Owner must be present. All such use by guests must be scheduled with the Secretary. During times when the Common Areas are not scheduled they are available for use by Owners on a first come first served basis. Owners and guests using one of the Common Areas are responsible for leaving the area in a clean condition.

14. Right of Entrv.

(a) An Owner shall permit the Management Committee, other Owners, or persons or entities authorized by either, when conditions so require, to enter her Unit for the purpose of installing, altering, or repairing mechanical or electrical devices, appliances or structures if there is a serious problem originating in or threatening her Unit. Entry can be made only after a request for it has been made a reasonable time in advance, and the entry is to be done at a time convenient to the Owner.

(b) In case of emergency, such right of entry shall be made only after attempting to contact the Owner by telephone, doorbell, or knocking. If there is no response from the Owner, entry may then be made.

15. Association Rules

(a) Residents of the Project shall not post any advertisements or posters of any kind in or on the Project except as authorized by the Management Committee, such as real estate signs, in which event any and all such signs shall be displayed in a tasteful manner.

(b) No commercial business by a Unit Owner shall be permitted within the Project that does not comply with the City of Orem statute 22-14-15 D.

(c) Except as stated in this Subsection, no public sale, such as a garage sale, yard sale, lawn sale, porch sale, or any activity of a like kind, whether or not advertised as such, may be conducted from or in connection with any Unit of the Project. No private sale that in its nature resembles any of the above may be conducted from or in connection with any Unit of the Project. However, in order to facilitate the evacuation of her Unit because it has been sold or is being offered for sale, an Owner may hold a sale from her Unit, not to exceed 3 days in length, if he in fact evacuates it within one month of the last day of the sale.

(d) Residents shall not make, or permit to be made, noises that disturb, or are likely to disturb, other residents, whether from musical instruments, radios, televisions, amplifiers or from any other source.

(e) No noxious, destructive or offensive activity shall be carried on in any Unit, in the Common Areas or Limited Common Areas, nor shall any unusual activity be carried on therein which is an annoyance or nuisance to any person residing in the Project. No hazardous materials which do not comply with applicable environmental regulations shall be allowed in the project.

(f) No livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas. The keeping of household pets in Units shall be in accordance with municipal sanitary regulations, and shall not result in disturbing the peace. Any dog is required to be on a leash when in the common areas. The owner is required to pick up and properly dispose of their pets' droppings.

(g) Hanging of garments, rugs and the like from or upon the windows, porches, railings or any part of a Unit or a fence is prohibited.

(h) Dusting and shaking out of rugs and the like from the windows, porches, railings or any of the facades of the Project is prohibited.

(i) Throwing of garbage or trash outside of the installations provided for such disposal in the service area is prohibited,

(j) No Owner, Lessee or resident shall install or maintain wiring of any kind for any purpose on the exterior of a Unit or that protrudes through a wall or the roof of a Unit except as authorized by the Management Committee.

(k) Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body.

(l) The Management Committee may suspend the voting rights of an Owner who fails to correct a violation of a rule or regulation within the time fixed in a written notice of the same, given to the Owner in person or by certified mail.

(m) Parking is not permitted on the east and south curbs of the park nor on the west side of 360 East. It is permitted on all other Association streets, only on the south side of the cul-de-sac in the specified parking stalls, and in the two guest parking areas on the west and north sides of the park. These areas are not to be construed as long-term parking areas. Long term parking is defined as exceeding three days. Parking is for licensed vehicles only, and the vehicle must be in operable condition. Each Unit Owner has four designated parking spaces for the exclusive use of the Owner of that Unit—two in the garage and two in the driveway.

(n) Mechanical work on vehicles shall not be permitted in guest parking or on the streets.

16. Enforcement. Each Owner shall comply strictly with the provisions of the Documents and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time, and with the decisions adopted pursuant thereto. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or Manager on behalf of the Owners, or in a proper case, by an aggrieved Owner.

17. Non-waiver. No provision of this Document shall be deemed to have been abrogated or waived by reason of a failure to enforce it in any one instance or in many instances, irrespective of the number of violations or breaches which may have occurred.

ARTICLE VI

METHOD OF AMENDING

1. Amendment Approval. The Documents or the Maps may be amended by the Association in an annual meeting after not less than 30 days' notice to Owners that the proposed amendment will be considered, or in a special meeting called for such purpose. No amendment shall take effect unless approved by Owners of at least 22 units.

2. Certification and Recording. The amending documents shall include a certification by the Management Committee that the Owners of at least 22 units approved the amendment. The amended Documents or Maps, together with the certification, shall be recorded at the office of the Utah County Recorder and shall be effective immediately following the recording.

ARTICLE VII

SERVICE OF PROCESS

The President of the Association shall be its agent for service of process. Within thirty days after being elected, the new President shall file for record in the office of the Utah County Recorder a paper identifying her as the Association's President and process agent, and giving her name and address.

In witness whereof: we, the undersigned, being the Management Committee of Cornerstone Condominium Association, attest to the validity of this document and that the foregoing instrument was approved by at least 67% of the voting interests of the Association.

EXECUTED this 3 day of February 2017

CORNERSTONE CONDOMINIUM ASSOCIATION

BY: Susan S. Brady and
Susan S. Brady

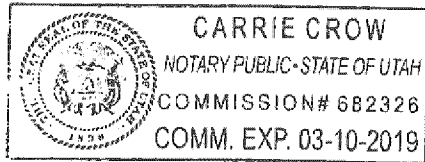
BY: Carolyn B. Boyer and
Carolyn B. Boyer

BY: Vern Whisenant
Vern Whisenant

On the 3 day of February 2017, the above-signed personally appeared before me and, being duly sworn, did say that they are members of Cornerstone Condominium Association's Management Committee and that the foregoing instrument was signed by them in their capacity as DECLARANT.

Carrie Crow

NOTARY PUBLIC



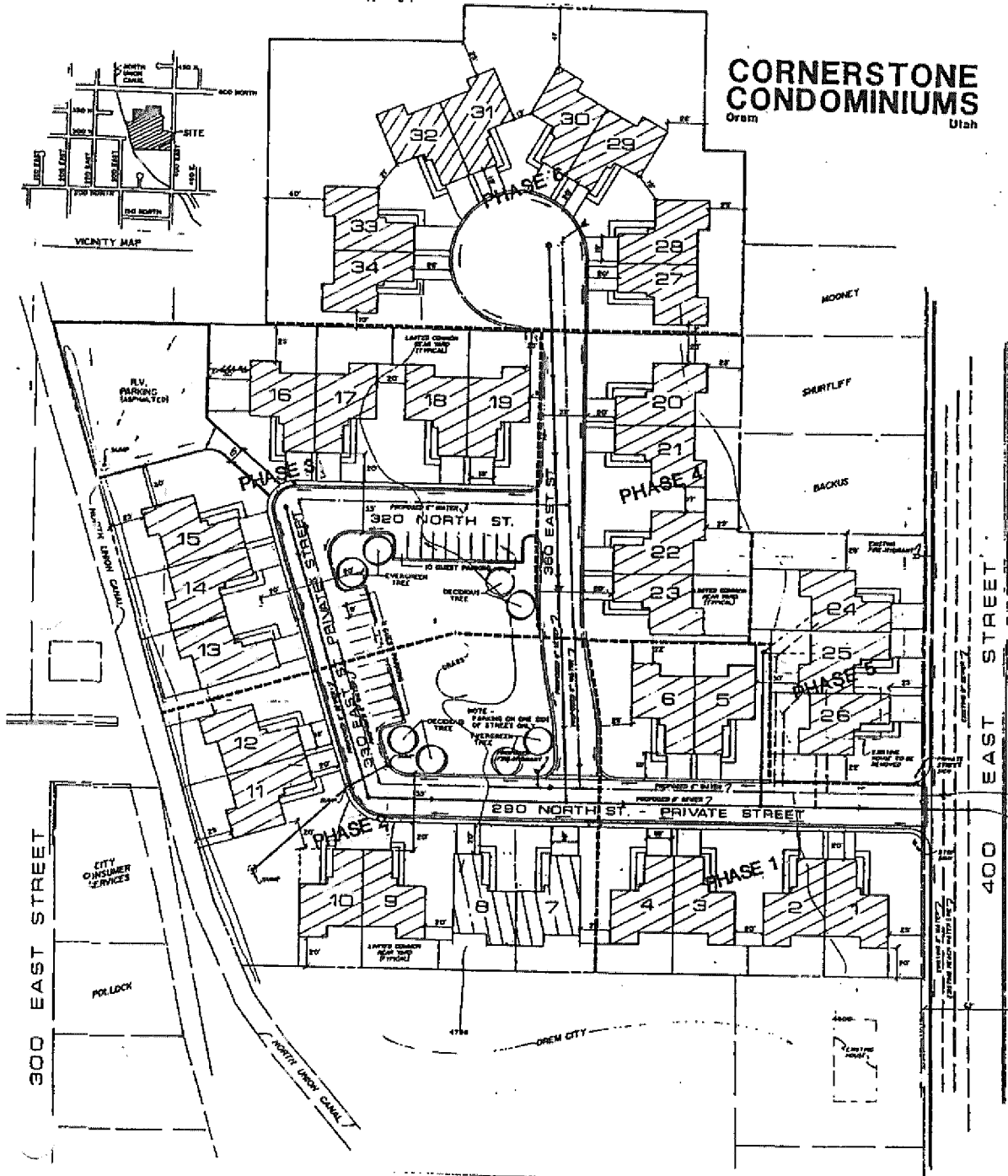


EXHIBIT I

EXHIBIT II
TO THE DECLARATION

Unit Number	Appurtenant Par Value	Percent of Undivided Interest in Common Area
1	1.0	2.94
2	1.0	2.94
3	1.0	2.94
4	1.0	2.94
5	1.0	2.94
6	1.0	2.94
7	1.0	2.94
8	1.0	2.94
9	1.0	2.94
10	1.0	2.94
11	1.0	2.94
12	1.0	2.94
13	1.0	2.94
14	1.0	2.94
15	1.0	2.94
16	1.0	2.94
17	1.0	2.94
18	1.0	2.94

19	1.0	2.94
20	1.0	2.94
21	1.0	2.94
22	1.0	2.94
23	1.0	2.94
24	1.0	2.94
25	1.0	2.94
26	1.0	2.94
27	1.0	2.94
28	1.0	2.94
29	1.0	2.94
30	1.0	2.94
31	1.0	2.94
32	1.0	2.94
33	1.0	2.94
34	1.0	2.94

LEGAL DESCRIPTION

All Lots and parcels within the Cornerstone Condominiums, Phases I – VII:

<u>Legal Descriptions</u>	<u>Serial Numbers</u>
Units 1 – 6, Phase I, Corner Stone Condo.	36:357:0001 – 0006
Street Corner Stone Condo Phase I	36:357:0500
Units 1 – 6, Phase II, Cornerstone Condo.	36:366:0001 – 0006
Units 1 – 7, Phase III, Cornerstone Condo.	36:368:0001 – 0007
Units 1 – 4, Phase IV, Cornerstone Condo.	36:383:0001 – 0004
Units 1 – 3, Phase V, Cornerstone Condo.	36:398:0001 – 0003
Units 1 – 4, Phase VI, Cornerstone Condo.	36:389:0001 – 0004
Units 1 – 4, Phase VII, Cornerstone Condominiums	36:399:0001 – 0004