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**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM**

**FOR**

**HARVEST LANE CONDOMINIUM PROPERTY  
(Covenants, Conditions, & Restrictions)**

**Including**

**AMENDED BYLAWS**

31-97

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
FOR  
H. L. CONDOMINIUM PROPERTY, aka  
HARVEST LANE CONDOMINIUMS  
  
(Covenants, Conditions & Restrictions)**

This Amended Declaration of Condominium hereinafter referred to as the "Declaration," is made and executed this 30<sup>th</sup> day of August, 2012, by the H. L. Homeowners Association, a.k.a. the Harvest Lane Condominiums.

**RECITALS**

A. Description of Land.

The Declarant is the Owner of the following land on which the Buildings of the Condominium have been built:

Beginning at the Southeast corner of the intersection of Green Way & Cy's Road, said point being South 0°07' West 1359.04 feet and South 80°53' East 436.94 feet from the Northwest corner of Section 5, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 76°30' East along the South line of Cy's Road, 235.83 feet to a wood fence line; thence along said wood fence line the following 32 bearings and distances: South 0°11'33" West 270.18 feet; South 3°56'11" West 21.225 feet; South 1°13'37" West 30.006 feet; North 89°53' West 32.885 feet; South 84°39'07" West 6.934 feet; South 81°03'25" West 7.76 feet; South 11°29'08" East 4.60 feet; South 75°27'24" West 6.958 feet; North 21°09'26" West 4.55 feet; South 65°27'29" West 8.19 feet; South 59°00'36" West 8.03 feet; thence South 53°03'10" West 4.88 feet; South 8°33'22" West 9.99 feet; South 46°19'48" East 13.50 feet; South 37°46'03" West 8.05 feet; South 24°46'15" West 8.06 feet; South 16°03'34" West 7.80 feet; South 5°49'38" West 8.16 feet; South 3°18'42" East 8.16 feet; South 9°08'07" East 6.77 feet; South 70°08'22" West 15.88 feet; South 13°52'04" West 5.70 feet; South 35°07'18" East 12.70 feet; South 56°04'43" West 0.839 feet; South 35°43' East 129.15 feet; South 50°28'43" East 12.295 feet; North 86°54'33" East 7.53 feet; North 61°29'37" East 7.77 feet; South 32°17'55" East 63.934 feet; East 164.344 feet; South 0°07' West 276.324 feet; North 89°20' West 340.25 feet to a point on a curve to the left and on the East line of Green Way, the radius point of said curve being South 55°00'54" West 295.00 feet; thence leaving said fence line and running Northwesterly along the arc of said curve and East line 47.80 feet to a point of a reverse curve to the right, the radius point which is North 45°43'51" East 235.00 feet; thence Northerly along the arc of said curve and East line 182.06 feet to a point of tangency; thence North 0°07' East along said East line 686.62 feet to a point of a 225.70 foot radius curve to the right; thence Northerly along the arc of said curve and East line 22.63 feet to the point of beginning.

Contains 5.53 acres.

B. Buildings and Improvements. The Property contains certain Buildings and other improvements as shown on the Record of Survey Map.

C. Intent and Purposes. The Declarant intends, by recording this Amended and Restated Declaration to ratify and approve all prior amendments to the Association's governing documents, and to reaffirm the submission of Land, the Buildings, and all of their improvements situated in or upon the land to the provisions of the Utah Condominium Act, 57-8-1 et. seq., Utah Code Ann. (1953), ("the Act") for the benefit of Condominiums in the Property and the Owners thereof.

D. History and Ratification of Prior Amendments and Actions.

The original Declaration of Covenants, Conditions, and Restrictions of Harvest Lane Condominium Project (the "Original Declaration") was recorded on October 3, 1985 in the Office of the Salt Lake County Recorder as Entry No. 4146283 in Book 5697, Pages 228-249. Sixteen (16) units were included in the Condominium Project.

An Amended Declaration of Condominium for Harvest Lane Condominium Project (the "Amended Declaration") was recorded on February 3, 1986 in the Office of the Salt Lake County Recorder as Entry No. 4196926 in Book 5732, Pages 2753-2804. The Amended Declaration was executed by the Declarant and included the original sixteen (16) units, as well as listing five (5) parcels of expandable property.

What appears to be the original Bylaws of Harvest Lane Owners Association (the "Original Bylaws") were recorded as Exhibit "C" to the Amended Declaration. The Original Bylaws stated that sixty percent (60%) of the votes of the Association were required to amend the Original Bylaws.

A First Amendment to Amended Declaration of Condominium for Harvest Lane Condominium Project (the "First Amended Declaration") was recorded on April 14, 1986 in the Office of the Salt Lake County Recorder as Entry No. 4229379 in Book 5755, Pages 1304-1308. The Amended Declaration altered the legal description of the land in the Project.

A Second Amendment to Amended Declaration of Condominium for Harvest Lane Condominium Project, Phase 1B Expansion (the "Second Amended Declaration") was recorded on June 27, 1986 in the Office of the Salt Lake County Recorder as Entry No. 4268403 in Book 5783, Pages 1199-1207. The Second Amended Declaration added Phase 1B to the Project, bringing the number of units in the Project to forty (40) units (16 in Phase 1A, 24 in Phase 1B).

A second set of Bylaws of Harvest Lane Homeowners (the "Second Bylaws") were recorded on September 7, 1989 in the Office of the Salt Lake County Recorder as Entry No. 4820317 in Book 6157, Pages 0855-0860.

An Amended Declaration of Condominium for Harvest Lane Condominium Property (the "Third Amended Declaration") was recorded on February 10, 1994 in the Office of the Salt Lake County Recorder as Entry No. 5737173 in Book 6871, Pages 0313-0335.

Another Amended Declaration of Condominium for Harvest Lane Condominium Property (the "Fourth Amended Declaration") was recorded on January 29, 1996 in the Office of the Salt Lake County Recorder as Entry No. 6266327 in Book 7317, Pages 1606. The Third Amended Declaration included an Exhibit relating to the voting interests of eight (8) additional "C" units, for a total of forty-eight (48) units in the Project (16 in Phase 1A, 24 in Phase 1B, 8 in Phase C).

The Bylaws of H.L. Homeowners Association (the "Third Bylaws") were included as Exhibit "B" to the Fourth Amended Declaration, Book 7317, Pages 1628-1634.

Another Amended Declaration of Condominium for Harvest Lane Condominium Property (the "Fifth Amended Declaration") was recorded on June 18, 1997 in the Office of the Salt Lake County Recorder as Entry No. 6671699 in Book 7692, Pages 1239-1240.

Another Amendment to Declaration of Condominium for Harvest Lane Condominium Property (the "Sixth Amended Declaration") was recorded on December 15, 1998 in the Office of the Salt Lake County Recorder as Entry No. 7189194 in Book 8196, Pages 1841-1842.

Another Amendment to Declaration of Condominium for Harvest Lane Condominium Property (the "Seventh Amended Declaration") was recorded on January 14, 2000 in the Office of the Salt Lake County Recorder as Entry No. 7555920 in Book 8336, Pages 3939-3941.

Another Amendment to Declaration of Condominium for Harvest Lane Condominium Property (the "Eighth Amended Declaration") was recorded on August 25, 2003 in the Office of the Salt Lake County Recorder as Entry No. 8787968 in Book 8868, Pages 8722-8723.

Another Amendment of Declaration of Condominium Covenants Conditions & Restrictions for Harvest Lane Condominium Property (the "Ninth Amended Declaration") was recorded on August 25, 2003 in the Office of the Salt Lake County Recorder as Entry No. 8787968 in Book 8868, Page 8724.

An amendment to the Third Bylaws (the "Fourth Bylaws") was recorded on August 25, 2003 in the Office of the Salt Lake County Recorder as Entry No. 8787968 in Book 8868, Pages 8722-8723.

Another Amended Declaration of Condominium for Harvest Lane Condominium Property (the "Tenth Amended Declaration") was recorded on July 19, 2004 in the Office of the Salt Lake County Recorder as Entry No. 91323492 in Book 9015, Pages 4332-4362.

Another set of Bylaws (the "Fifth Bylaws") was attached as Exhibit "B" to the Tenth Amended Declaration.

This Amended and Restated Declaration is intended to incorporate and ratify all prior amendments to the Association's Governing Documents, including but not necessarily limited to the various amended declarations identified above. Contemporaneously with the adoption of this Amended and Restated Declaration, the Association has adopted Amended and Restated Bylaws. In the event of a conflict between this Declaration and any other prior Declarations, the provisions of this Amended and Restated Declaration shall control.

## **ARTICLE I DEFINED TERMS**

Unless the context clearly indicates otherwise, certain terms used in this Amended and Restated Declaration shall have the meanings set forth in this Article I.

1.1 "Association" shall mean H.L. Homeowners Association, aka Harvest Lane Condominiums (hereinafter "Association"), a Utah nonprofit corporation.

1.2 "Buildings" shall refer to those structures that have been or will be constructed on the land as shown on the Map.

1.3 "Common Areas" shall mean all physical portions of the Condominium Property, namely the real property and interest in real property which this Amended and Restated Declaration submits to the terms of the Act, including the entirety of the tract of land, but excluding individual Units.

1.4 "Common Facilities" shall mean all equipment, and other property (real, personal or mixed) and interest therein at anytime held by the Association for the use and benefit of all Owners, including but not limited to outdoor lighting, fences, landscaping, sidewalks, open parking spaces and roads.

1.5 "Condominium" shall mean a Unit and the undivided interest (expressed as a percentage of the entire Ownership interest) in the Common Areas and Facilities appurtenant to such Unit as set forth in Exhibit "A" attached hereto.

1.6 "Condominium Act/Act" shall mean the Utah Condominium Ownership Act and amendments thereto (57-8-1 et. seq. Utah Code Ann.).

1.7 "Declarant" shall mean H.L. Homeowners Association.

1.8 "Land" shall mean the land in which and upon which the Property is situated as more particularly described in Paragraph A of the Recitals above.

1.9 “Limited Common Areas” shall mean any Common Areas designated for exclusive use of the Owner or Owners of a particular Unit or Units.

1.10 “Management Committee” shall mean and refer to the Committee or Governing Board, composed of the Trustees, having the responsibility and authority to oversee and enforce all of the approved rules covering the use, operation, and maintenance of the Property (see Bylaws).

1.11 “Map” shall mean the Record of Survey Map for Harvest Lane Condominiums relating to the Property and recorded in the Office of the County Recorder of Salt Lake County, State of Utah.

1.12 “Owner” shall mean the person or persons owning in fee simple a Condominium in the Property as such Ownership is shown by the Records of the County Recorder of Salt Lake County, State of Utah.

1.13 “Property” shall mean the land, the Buildings and all improvements submitted by prior Declarations and this Amended and Restated Declaration to the provisions of the Condominium Act.

1.14 “Unit” shall mean an individual air space Unit, consisting of the enclosed rooms and garage, and bounded by the interior surfaces of the walls, floors, ceilings, windows and doors along the perimeter boundaries of the air space, as said boundaries are shown on the map, together with all fixtures and improvements therein contained. Paint and other wall, ceiling, or floor coverings on the interior surfaces shall be deemed a portion of the Unit. Cabinets, mechanical equipment and appurtenances located within any one Unit or located without said Unit, such as all appliances, including but not limited to microwave ovens, ranges, dishwashers and refrigerators, air purifiers, humidifiers, furnaces, water heaters and water softeners, electrical fixtures, receptacles and outlets, air conditioners, air coolers, and other cooling apparatus, garage door openers, fixtures and the like, shall be considered part of the Unit.

## **ARTICLE II NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP**

2.1 Status and Title of Individual Units. Each Unit, together with its undivided interest in the Common Areas and Facilities, shall, for all purposes, constitute real property and may be individually conveyed, leased and encumbered as if it were sole and entirely independent of all other Units.

2.2 Ownership of Common Areas. The undivided interest in the Common Areas appurtenant to each Unit in the Property shall be as set forth in Exhibit “A” attached hereto, and shall have a permanent character and shall not be altered without the unanimous, written and/or verbal consent of all Owners, except in the event of an expansion of the Property, in which case the percentage of Ownership of the Common Area will be altered to give equal Ownership to

each of the total Units in the Property. Unless otherwise provided in this Amended and Restated Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas (other than Limited Common Areas) in any manner that does not hinder or encroach upon the rights of other Owners, and is not contrary to any applicable rules or regulations promulgated by the Management Committee or the Association.

2.3 Inseparability. Title to no part or fraction of a Condominium in the Property may be separated from any other part or fraction thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Any disposition of a Condominium shall be construed to include the entire Condominium and all appurtenant rights created by law and this Amended and Restated Declaration, including without limitation, appurtenant membership in the Association.

2.4 Separate Taxation. Each Condominium within the Property shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah or any political subdivision or any special improvement district or other taxing or assessing authority. For the purposes of such assessment, the evaluation of the Common Areas shall be apportioned among the Units in proportion to the undivided interest in the Common Areas appurtenant to such Units.

2.5 Mechanic's Liens. No labor performed or material furnished in connection with any Unit with the consent or at the request of an Owner or his/her agent or contractor shall create a right to file a statement of mechanic's lien against the Unit of any other Owner or against any interest in the Common Areas, except the undivided interest in the Common Areas appurtenant to the Unit of the Owner for whom such labor or materials shall have been performed or furnished.

2.6 Interiors of Units. Each Owner shall have the exclusive right to paint, or otherwise decorate the interior surfaces of the walls, ceilings and floors included in his/her Unit. Each Owner shall also have the right to construct and install additional walls, fixtures and improvements within the boundaries of his/her Unit, provided, however, that such installations shall comply with all applicable laws, ordinances and Building codes, and shall not interfere with the Facilities necessary for the support, use or enjoyment of any other part of the Property, nor impair the structure, soundness or integrity of the Buildings.

2.7 Maintenance of the Units. Each Owner shall keep the interior of his/her Unit, in clean and sanitary condition and in good repair. In the event that any Unit shall be in an unsanitary or unclean condition or fall into a state of disrepair, and the Owner of such Unit shall fail to correct such condition within fifteen (15) days of written notice from the Association, the Association shall have the right, at the expense of the Owner and without liability to the Association for trespass or otherwise, to enter said Unit and correct or eliminate such condition; provided, however, that the Association shall in no event have any obligation to correct or eliminate any such condition or state of repair.



**ARTICLE III  
USE OF CONDOMINIUMS**

3.1 Residential Use. Each Unit in the Property shall be used exclusively as a private residence and shall be restricted to such use. No Unit may be used for transient or hotel purposes. No Unit shall be used for any business, industrial or commercial purpose.

3.1.1 Owners may rent or lease their Units for residential use, provided that such leases or rental agreements shall be for the period of time a Unit is placed on the market to sell. The period of time shall not exceed twelve months.

3.1.2 Rental or lease agreements shall provide for not less than thirty (30) days of continuous occupancy by the tenant.

3.1.3 Exceptions for tenants other than the immediate family of Unit Owners that have been transferred for public or church related service can be made on a case-by-case basis as approved by the Management Committee.

3.1.4 Unit Owners who have existing lease or rental agreements will be allowed to continue for the term of the current agreement.

3.2 Limit of Occupants. The numbers of permanent residents of any Unit shall be limited to twice the number of bedrooms in such Unit, or such amount as is allowed by the building and zoning requirements, whichever is lesser.

3.3 Rules and Regulations. All Unit Owners, tenants of Owners, employees of Owners and tenants, or any other person(s) who may in any manner use the Property or any part thereof, shall comply strictly with all rules and regulations adopted by the Association or the Management Committee for the government of the Property, as such rules and regulations may, from time to time, be modified, amended and construed. Failure to comply shall be grounds for an action to enforce compliance and to recover costs involved therein.

**ARTICLE IV  
GENERAL RESTRICTIONS**

4.1 No Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be carried on in or about any part of the Property, nor shall anything be done or placed in or upon any part of the Property which is or may become a nuisance or which may cause unreasonable disturbance or annoyance to Owners, generally. No activity shall be conducted, nor improvements constructed, in or upon any part of the Property that are, or may become hazardous or unsafe to any person or Property.

4.2 Restriction on Signs. No signs, or advertising devices of any nature, including, without limitation, commercial, political, informational, or directional signs or devices shall be

erected or maintained on any part of the Property, without the prior inspection and written approval of the Management Committee (except as may be necessary temporarily to caution or warn of danger).

4.3 Restriction of Window Coverings. All window coverings visible from the outside of a Unit must be of a white or neutral color. Window coverings are considered to be drapes, curtains, blinds, shutters and shades made specifically for covering the interior side of a window. If colored or flowered drapes, curtains, blinds, shutters or shades are used, they must be lined with a white or neutral colored fabric visible from the outside of a Unit. Bed sheets, blankets, shower curtains, newspapers, aluminum foil, etc. are not window coverings and are prohibited. However, in the event window coverings are being replaced or cleaned, a temporary covering may be used. In no event shall this temporary covering be used for more than two weeks without permission from the Management Committee. No treatment of exterior windows (including veneer or finish, etc.) shall be permitted without approval of the Management Committee.

4.4 No Alterations. No Owner shall, without prior written consent of a 51 percent affirmative vote of the Unit Owners, in each specific instance, make or cause to be made any alteration, addition or improvement to the exterior of any Unit, or do any act which would impair the structural soundness or integrity of the Buildings or jeopardize the safety of persons or property, or impair any easement appurtenant to the Property or cause liability to the H.L. Homeowners Association. No alterations of any kind may be made to any part of the Common Area or Limited Common Areas without the unanimous approval of all Unit Owners.

4.5 No Damage or Dangerous Activities. Nothing shall be done or kept in any Unit, Limited Common Area, in the Common Areas, or any other part of the Property which would result in cancellation of the insurance or an increase in insurance rates on the Property or any part thereof. No damage to or waste of the Common Areas or any part thereof shall be committed by any Owner or guest of any such Owner, and each Owner shall indemnify and hold harmless the Association and all other Owners from and against all losses resulting from such damage or waste caused by such Owner, or his/her guests, tenants, licensees or invitees.

4.6 Construction Period Exemption. During the course of the actual repair, maintenance or improvement of any permitted structures or improvements within the Property, the provisions, covenants, conditions and restrictions contained in this Declaration shall be deemed waived to the extent necessary to permit such construction.

4.7 Patios. No patios may be changed in perimeter size or shape without a unanimous vote of the Unit Owners. Those patios changed in perimeter size or shape prior to this Amended and Restated Declaration may remain as defined by their respective fences and/or walls. Any patio decks constructed prior to this Declaration may also remain as built; however, any damage or problem caused around, under, or as a result of the decks must be corrected and paid for by the subject Unit Owner. No permanent roof, walls or other enclosure may be built on or within a patio area without a 51 percent vote of all H.L. Homeowners Association members as all patios affect the whole Property and are a part of the Limited Common Areas as defined by the Utah Code.

An unauthorized addition made to the patio associated with Unit 1B9 (793 East Autumn Field) may not be altered, completed, or added to at any time, but may be removed at any time to conform with this Declaration and cease to be a violation.

4.8 Trees. As all trees are part of either the Common Areas or Limited Common Areas, there shall be no placement of additional trees without authorization of the Management Committee. Trees previously planted by Unit Owners are the responsibility of that Unit Owner and if those trees become a hazard, nuisance or danger to fences or walks, it will be the Unit Owner's responsibility to pay for damages and the removal of the subject trees.

4.9 Recreational Vehicles. No recreational vehicles, including but not limited to motor homes, boats, travel trailers, etc., are to be kept on the Property. However, a reasonable time of twenty-four (24) hours or less is allowed for Unit Owners to load or unload their recreational vehicles.

4.10 Pets, Animals, Livestock and Poultry. No pets, animals, livestock or poultry of any kind shall be bred in, on, or about the Project. Up to two (2) domestic pets per unit are allowed, provided, however, pets must be properly licensed and registered (if required) with the appropriate governmental agencies. The Management Committee may adopt rules respecting the ownership and management of pets. Owners may be required to pay a pet deposit to the Association, obtain a certificate of registration from the Association, and shall abide by all local ordinances and pet rules and regulations adopted from time to time. Pets may not create a nuisance. The following acts may constitute a nuisance: (a) causing damage to the property of anyone other than the pet owner; (b) causing unreasonable fouling of the air by odors; (c) causing unsanitary conditions; (d) defecating on any Common Area where feces are not immediately cleaned up by the responsible party; (e) barking, howling, whining or making other disturbing noises in an excessive, continuous, or untimely fashion; (f) molesting or harassing passersby by lunging at them or chasing passing vehicles; (g) attacking or threatening to attack people or other domestic animals; (h) otherwise acting so as to bother, annoy, or disturb other reasonable residents or interfering with their right to the peaceful and quiet enjoyment of their property; or (i) the mere number of pets maintained creates an offensive or dangerous condition to the health, welfare, or safety of other residents. Pets in the Common Areas must be in a cage or on a leash and under the control of a responsible person.

## **ARTICLE V EASEMENTS**

5.1 Easements for Maintenance, Cleaning and Repair. The Management Committee shall have the irrevocable right to have access to each Unit and to all Common Areas during such reasonable hours as may be necessary for the maintenance, cleaning, or for the making of emergency repairs at any time therein necessary to prevent damages to any Unit or the Common Areas. Such entry shall be made with as little inconvenience to the Owners as practicable.

5.2 Right to Ingress, Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas as necessary for access to such Owner's Unit, and to any Limited Common Areas appurtenant to such Unit, and shall have the right to horizontal, vertical and lateral support of each Unit.

5.3 Management Committee's Right to Use Common Areas. The Management Committee shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration.

## **ARTICLE VI THE ASSOCIATION**

6.1 Membership. Each Owner shall be entitled to and be required to be a member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically when ceasing to be an Owner. If title to a Condominium is held by more than one person, the membership pertinent to such Condominium shall be shared by all persons in the same type of tenancy as title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him/her. Each membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. No person or entity other than an Owner may be a member of the Association and membership in the Association may not be transferred except in connection with the transfer of a Condominium.

6.2 Votes. The number of votes appurtenant to each respective Condominium and membership shall be one vote for each Unit.

6.3 Bylaws. The Amended and Restated Bylaws of the Association are attached as Exhibit "B" hereto.

## **ARTICLE VII ASSESSMENTS**

7.1 Agreement to Pay Assessments. Each Owner of any Condominium by the acceptance of instruments of conveyance and transfer thereof, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay all assessments made by the Association or the Management Committee for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article.

7.2 Annual Assessments. Annual assessments shall be computed by the Association against all Condominiums in the Property and shall be paid monthly as set forth below.

7.2.1 Common Expense. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and/or furnishing utility services and other items common to the Units. Such estimated expenses may include, among other things: special assessments; insurance premiums; repairs and maintenance; utility charges; legal and accounting fees; reasonable contingency reserves; and other expenses and liabilities which may be incurred by the Association or the Committee for the benefit of the Owners.

7.2.2 Apportionment. Expenses of the annual assessments shall be apportioned and assessed to the Owners equally.

7.2.3 Annual Budget. The Management Committee, assisted by the Auditing and Maintenance Committees, shall prepare a proposed budget for the upcoming calendar year, to be provided to each Owner prior to the annual meeting, and to be approved, with any amendments, at the annual meeting. The approved budget shall serve as the supporting document for the annual/monthly assessment for the upcoming year and as the major guideline under which the Property shall be operated for the subject year.

7.2.4 Payments. The Management Committee shall notify all Owners as to the amount of the annual/monthly assessment after approval of the budget at the annual meeting and at least thirty (30) days before the beginning of the upcoming year. The monthly assessment is due and payable by the first day of each month. Any payments made after the 15<sup>th</sup> day of the month are subject to a \$15.00 late fee and any payment that is over thirty (30) days late is subject to one and one-half (1-1/2) percent interest charge from the due date and until paid. Failure of the Committee to give timely notice of the agreed-upon assessment shall not be deemed a waiver or modification or a release of any Owner from the obligation of such assessment.

7.3 Special Assessments. In addition to the annual/monthly assessments authorized by this Article, the Association may, at any time, levy special assessments, payable in such amounts and over such periods as the Association may determine, for the purpose of defraying, in whole or part, the cost of any proper expenditure; provided, however, that such special assessment must be approved by Owners holding at least 51 percent of the total votes of the Association. Any amounts assessed pursuant hereto shall be apportioned among the Owners in accordance with the proportions established by Exhibit "A" hereof. Notice in writing of the amount of each special assessment and the time for payment thereof shall be given promptly to the Owners. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half (1-1/2) percent per month from the date said amounts become due.

7.4 Lien for Assessments. All unpaid sums assessed to the Owners of any Condominium in the Property, pursuant to the provisions of this Declaration, together with interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Declaration, the Association or Management Committee, in behalf of the Association, may prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining

unpaid, the name of the Owner of the Condominium, and a description of the Condominium. Such notice shall be signed and acknowledged by a duly authorized officer of the Association, and may be recorded in the Office of the County Recorder of Salt Lake County, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure by the Association in accordance with the provisions of Utah law. In any such sale or foreclosure or other action taken by the Association to collect assessments, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorney fees, and such costs and expenses shall be secured by the lien herein provided. The Owner shall also be required to pay the Association any assessments against the Condominium which shall become due during the period of foreclosure or sale, and all such assessments shall be secured by the lien herein provided. The Association shall have the right and power to bid at any foreclosure sale or other sale, and to hold, lease, mortgage, or convey the subject Condominium. In the event of foreclosure, the Owner shall be required to pay reasonable rental for the Unit during the foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the rental without regard to the value of security.

7.5 Personal Obligation of Owner. The amount of any annual or special assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover money or judgment for such personal obligation, shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish such personal obligation by waiver of the use or enjoyment of any of the Common Areas or by abandonment of its Condominium, or by waiving any service provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorney fees.

7.6 Statement of Account. Upon payment of a reasonable fee not to exceed Fifty Dollars (\$50.00), and upon written request of any Owner, mortgagee, prospective mortgagee or prospective purchaser of a Condominium, the Association shall issue a written statement setting forth the following: The amount of the unpaid assessments, if any, with respect to such Condominium; the amount of the current annual assessment and the date or dates upon which installments thereof become due; the amount of any current special assessment on the date or dates upon which the same or portions thereof become due; and any credit for advance payments or unpaid items, including, without limitation, the Owner's share of prepaid insurance premiums. Such statement shall be binding upon the Association in favor of the persons who rely thereon in good faith.

7.7 Personal Liability of Purchaser. Subject to the provisions of this Article, a purchaser of a Condominium shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Condominium up to the time of the grant or conveyance; provided, however, that the provisions of this section shall not prejudice the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments.

## **ARTICLE VIII INSURANCE**

8.1 Maintaining Insurance: Notice if Not Reasonably Available. The Association shall maintain, to the extent reasonably available using typical insurance carriers and markets, (a) property insurance on the physical structures in the Project, including the Common Areas and Facilities, Limited Common Areas and Facilities, and the Units, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and (b) liability insurance, including medical payments insurance covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Areas and Facilities. If the Association becomes aware that property insurance or liability insurance is not reasonably available, the Association shall, within seven (7) calendar days after becoming aware, give all Owners notice that the insurance is not reasonably available.

### 8.2 Property Insurance.

8.2.1 Hazard Insurance. A multi-peril type policy shall be maintained by the Association covering the entire Condominium Project (both Units and Common Areas and Facilities), including, without limitation, all fixtures, machinery, equipment and supplies maintained for the service of the Project, and all fixtures, improvements, alterations, equipment and betterments within the individual Units and the Common Areas and Facilities, including, without limitation, those installed by any Owner. Such policy shall provide coverage against loss or damage by fire and other hazards covered by the standard extended coverage blanket "all risk" endorsement and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm, water damage, and such other risks as customarily are covered with respect to condominium projects similar to the Project in construction, location, and use. As a minimum, such policy shall provide coverage on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage specified in the policy, but not less than one hundred percent (100%) of the full insurable value of the Project (based upon replacement cost). Deductibles shall not exceed the lower of \$10,000 or one percent of the applicable amount of coverage. At the option of the Association, funds for such deductibles may be included in the Association's reserves and, if included, shall be so designated. Such policy shall include an "Agreed Amount Endorsement" or its equivalent, and, if necessary or appropriate, an "Increased Cost of Construction Endorsement" or its equivalent. Such policy shall include coverage for any fixture, improvement, or betterment installed by an Owner to a Unit or to a Limited Common Area, including a floor covering, cabinet, light fixture, electrical fixture, heating or plumbing fixture, paint, wall covering, window, and any other item permanently part of or affixed to a Unit or to a Limited Common Area. Each Owner shall be an insured person under the policy of property insurance.

8.2.2 The named insured under each policy required to be maintained shall be in form and substance essentially as follows: "H.L. Homeowners Association, Inc., aka Harvest

Lane Condominiums, a Utah nonprofit corporation, for the use and benefit of the individual Owners.”

8.2.3 Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making cash settlement, such option shall not be exercisable if it is in conflict with any requirement of law or without the prior written approval of the Association.

8.2.4 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 shall provide primary insurance coverage on the Units and the Common Areas in the Project, and (ii) the Owner’s policy shall provide coverage against loss or damage to the personal property in the Owner’s Unit and a portion of the deductible under the Association’s policy. The portion of the deductible under the Association’s policy for which an Owner is responsible is calculated by multiplying the amount of the Association’s deductible by the percentage that the damage to the Owner’s Unit and the Limited Common Area appurtenant to the Unit is to the total damage in a covered loss. For example, if a fire occurs in the Project where the total covered loss to the Units and Common Areas is \$100,000, the damage to an Owner’s Unit and its appurtenant Limited Common Areas is \$20,000, and the Association’s deductible is \$5,000, the portion of the Association’s deductible for which the Owner is responsible is calculated as follows:  $\$20,000/\$100,000 \times \$5,000 = \$1,000$ . The Association shall set aside in the Association’s reserves an amount equal to the amount of the Association’s property insurance deductible or \$10,000, whichever is less. The Association shall provide written notice to each Owner of the Owner’s obligation for the Association’s policy deductible and of any change in the amount of the deductible.

8.2.5 An insurer under a property insurance policy issued to the Association shall adjust with the Association a loss covered under the Association’s policy. Notwithstanding the above, the insurance proceeds for a loss under a property insurance policy of the Association are payable to an Insurance Trustee that the Association designates or, if no Insurance Trustee is designated, to the Association, and may not be payable to a holder of a security interest. An Insurance Trustee or the Association shall hold any insurance proceeds in trust for the Association, the Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. After such disbursements are made and the damaged property has been completely repaired or restored or the project terminated, any surplus proceeds are payable to the Association, the Owners, and lien holders.

8.2.6 An insurer that issues a property insurance policy under this Subsection, or the insurer’s authorized agent, shall issue a certificate or memorandum of insurance to the Association, an Owner, and a holder of a security interest, upon the Association’s, an Owner’s or the holder’s written request.

a. A cancellation or nonrenewal of a property insurance policy under this Subsection is subject to the procedures stated in Utah Code Annotated § 31 A-21-303.



b. The Board of Trustees that acquires from an insurer the property insurance required in this Subsection is not liable to Owners if the insurance proceeds are not sufficient to cover 100% of the full replacement costs of the insured property at the time of the loss.

8.3 Fidelity Insurance. The Association shall maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Management Committee members, and volunteers responsible for handling funds belonging to the Association or administered by the Board of Trustees or the Association. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than one and one-half times (150%) of the Project's estimated annual operating expenses and reserves. The insurance shall contain waivers by the issuers of the insurance of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions.

8.4 Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, commercial space owned and leased by the Association, if any, and public ways of the Project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for condominium projects similar to the Project in construction, location, and use, provided that, such coverage shall be for a least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Facilities, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least 10 days' prior written notice to the Association and to each holder of a Mortgage on any Unit in the Project that is listed as a scheduled holder of a Mortgage in the insurance policy. Such policies must also include protection against such other risks as are customarily covered with respect to condominium projects similar to the Project in construction, location and use, including, but not limited to, host liquor liability, employers liability insurance, contractual and all-written contract insurance, and comprehensive automobile liability insurance. Each Owner is an insured person under a liability insurance policy that the Association obtains that insures against liability arising from the Owner's interest in the Common Areas and Facilities or from membership in the Association.

8.5 Insurance Trustee; Power of Attorney. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property

or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each owner appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

8.6 Qualifications of Insurance Carriers & General Coverage Requirements. The Association shall use generally acceptable insurance carriers that meet the specific requirements of FHLMC and FNMA if such corporations are holders of Mortgages on Units within the Project (See the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide for specific requirements regarding the qualifications of insurance carriers). Notwithstanding anything herein contained to the contrary, insurance coverages required to be obtained hereunder must be in such amounts and meet other requirements of FNMA, FHLMC, FHA and the Department of Veterans Affairs.

8.7 Waiver of Subrogation. An insurer under a property insurance policy or liability insurance policy obtained under this Article waives the insurer's right to subrogation under the policy against any Owner or member of the Owner's household.

8.8 Owners' Content Policies. Each Owner shall be responsible to purchase and maintain in force a condominium unit owner contents policy (the "Content Policy"). All Content Policies shall provide that they (a) do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article, and (b) cover the Owner's obligation for the Association's policy deductible and any change in the amount of the deductible.

8.9 Additional Coverage. The provisions of the Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by the Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

## **ARTICLE IX DAMAGE OR DESTRUCTION**

9.1 Procedures. In the event any part of the Property is damaged or destroyed, the Management Committee shall proceed as follows:

9.1.1 Estimate of Costs. As soon as practicable after an event causing damage or destruction to any part of the Property, the Committee shall obtain complete and reliable estimates of the costs of repair and reconstruction of that part of the Property damaged or destroyed.

9.1.2 Sufficient Insurance. If the proceeds of the insurance maintained by the Association exceed or equal the estimated cost of repair to reconstruct the damaged or destroyed part of the Property, then such repair and reconstruction shall be carried out.

9.1.3 Insufficient Insurance. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Property, and if less than seventy-five (75) percent of the value of the Property was lost as a result of the destruction or damage, then such repair and reconstruction shall nevertheless be carried out. The Association shall levy a special assessment sufficient to provide the funds to pay the difference between the actual costs of such repair and reconstruction and the insurance proceeds. Such special assessment shall be allocated and collected as provided in Article VII hereof.

9.1.4 Seventy-Five Percent or More Destruction and Insufficient Insurance. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Property, and if more than seventy-five (75) percent of the value of the Property has been lost due to the destruction or damage, then such damage or destruction shall be repaired and reconstructed only if, within one hundred (100) days following the damage or destruction, the Owners shall elect by an affirmative vote of at least seventy-five (75) percent of the total votes of the Association to carry out such repair and reconstruction. If, however, the Owners shall not so vote, then the Management Committee shall record in the Office of the County Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the provisions of Utah Code Ann. Section 57-8-31, (or any successor statute thereto) shall apply and shall govern the rights of all parties having interest in the Property or any of the Units.

## **ARTICLE X PROPERTY TAKEN BY EMINENT DOMAIN**

10.1 Taking of Common Areas and Facilities. If any portion of the Common Areas and Facilities is taken by eminent domain, the award for it shall be allocated to the Unit Owners in proportion to their respective undivided interest in the Common Areas and Facilities.

10.2 Taking of Individual Units. If any Units are taken by eminent domain, the undivided interest in the Common Areas and Facilities appertaining to these Units shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Areas and Facilities. The court shall enter a decree reflecting the reallocation of undivided interests so produced, and the award shall include, without limitation, just compensation to the Unit Owner of any Unit taken for his/her undivided interest in the Common Areas and Facilities as well as for his/her Unit.

10.3 Taking of Portions of Units. If portions of any Unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Unit not taken, and the undivided interest in the Common Areas and Facilities appertaining to any such Units shall be

reduced, in the case of each Unit, in proportion to the diminution in the fair market value of the Unit resulting from the taking. The portions of undivided interest in the Common Areas and Facilities thus divested from the Unit Owners of these Units shall be reallocated among these Units and the other Units in the Condominium Property in proportion to their respective undivided interest in the Common Areas and Facilities, with any Unit partially taken participating in the reallocation on the basis of their undivided interests as reduced in accordance with the preceding sentence. The court shall enter a decree reflecting the reallocation of undivided interests produced by this, and the award shall include, without limitation, just compensation to the Unit Owner of any Unit partially taken for that portion of his/her undivided interest in the Common Areas and Facilities divested from him/her by operation of the first sentence of this Subsection, and not revested in him/her by operation of the following sentence, as well as for that portion of his/her Unit taken by eminent domain. The court shall enter a decree reflecting the reallocation of undivided interests produced by this, and the award shall include, without limitation, just compensation to the Unit Owner of any Unit partially taken for that portion of his/her undivided interest in the Common Areas and Facilities divested from him/her and also not revested in him/her under this Subsection, as well as for that portion of his/her Unit taken by eminent domain. If, however, the taking of a portion of any Unit makes it impractical to use the remaining portion of that Unit for any lawful purpose permitted by the Declaration, then the entire undivided interest in the Common Areas and Facilities appertaining to that Unit shall thenceforth appertain to the remaining Units, being allocated to them in proportion to their respective undivided interest in the Common Areas and Facilities, and the remaining portion of that Unit shall thenceforth be a Common Area and Facility. The court shall enter a decree reflecting the reallocation of undivided interests produced by this, and the award shall include, without limitation, just compensation to the Unit Owner of the Unit for his/her entire undivided interest in the Common Areas and Facilities for his/her entire Unit.

10.4 Continuation and Reorganization. If less than the entire Property is taken by power of eminent domain, the Condominium Ownership pursuant hereto shall not terminate but shall continue. The Association shall have the duty and authority to make all determinations and take all actions necessary or appropriate to effect a reorganization of the Property.

## **ARTICLE XI ENFORCEMENT AND FINES**

11.1 Fines. The Management Committee may assess a fine or fines against an Owner or Owners for a violation of the Association's rules and regulations. Before assessing a fine, the Management Committee shall give notice to the Owner(s) of the violation and inform the Owner(s) that a fine will be imposed if the violation is not cured within a time period determined by the Management Committee, which shall be at least forty-eight (48) hours.

Fines assessed by the Management Committee shall:

(a) be made only for a violation of a rule or regulation that is specifically listed in the Declaration, Bylaws, or Association rules as an offense that is subject to a fine;

(b) be in the amount specifically provided for in the Declaration, Bylaws, or Association rules for that specific type of violation, not to exceed Five Hundred Dollars (\$500.00) per month; and

(c) accrue interest and late fees as provided in the Declaration, Bylaws, or Association rules.

Cumulative fines for a continuing violation may not exceed Five Hundred Dollars (\$500.00) per month.

11.2 Hearing. An Owner who is assessed a fine by the Management Committee may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with the standards provided in the Declaration, Bylaws, or Association rules. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

11.3 Appeal. An Owner may appeal a fine assessed by the Management Committee by initiating a civil action within one hundred eighty (180) days after a hearing has been held and a final decision has been rendered by the Management Committee, or the time to request an informal hearing has expired without the Owner having properly requested a hearing.

11.4 Lien. A fine assessed under this provision that remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under Utah Code Ann. § 57-8-20.

## **ARTICLE XII AMENDMENT**

12.1 Procedure for Amendment. Except as provided below, amendment of this Declaration may only be made by an affirmative vote of 51 percent of the total voting rights of the Association. Any amendment so authorized shall be accomplished through recordation of an instrument executed by the Management Committee. In such instrument, the Committee shall certify that the vote required by this paragraph or amendment has occurred.

## **ARTICLE XIII MISCELLANEOUS PROVISIONS**

13.1 Intent and Purpose. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the operation of a fee simple residential Condominium Property. Failure to enforce any provision, restriction, covenant or condition contained in this Declaration shall not operate as a waiver thereof.

13.2 Conformance with Laws. This Declaration shall be governed and construed in accordance with the laws of the State of Utah and the Utah Condominium Ownership Act. The provisions hereof shall be supplemental to the provisions of the Act and all other provisions applicable by law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both *other* genders, and the term "person" shall include any individual, partnership, corporation, trust, or other entity or combination thereof.

The Articles and section headings set forth herein are for convenience and reference only, and are not intended to expand, limit or otherwise affect the meaning or interpretation of this Declaration, or any provision hereof. The provisions hereof shall be deemed to be independent and severable, and invalidity or partial invalidity or unenforceability of any one provision or portion thereof, shall not affect the validity or enforceability of any other provision hereof.

13.3 Notices and Registration of Mailing Address. Each Owner shall register, from time to time, with the Association his/her current mailing address. All notices, demands and other communications to any Owner, as provided in this Declaration, shall be in writing and shall be sufficient for all purposes if sent by first-class United States Mail, postage prepaid, addressed to the Owner at his/her registered mailing address, or, if no address has been registered, the Unit of such Owner. All demands, notices and other communications to the Association provided for in this Declaration shall be in writing, and shall be sufficient for all purposes if sent by first-class United States Mail, postage prepaid, addressed to the H.L. Homeowners Association, at the address registered with the Utah Homeowners Association Registry. Should that Registry cease to exist, such notices shall be sent to the Association's registered agent, as registered with the Utah Department of Commerce. Any notice, demand or communication referred to in this Declaration shall be deemed to have been given and received when deposited in the United States Mail, postage prepaid, in the form provided for in this section.

13.4 Reserve Analysis.

a. The Board of Trustees shall cause a Reserve Analysis to be conducted no less frequently than every five (5) years, and review and, if necessary, update a previously conducted Reserve Analysis no less frequently than every two (2) years. The Board of Trustees may conduct a Reserve Analysis itself or may engage a reliable person or organization, as determined by the Board of Trustees, to conduct the reserve analysis.

b. The Board of Trustees shall not use money in the reserve fund (i) for daily maintenance expenses, approved by the affirmative vote or written consent of Owners having ownership of not less than fifty-one percent (51%) of the undivided interest in the Common Areas and Facilities, or (ii) prepare and keep minutes of each such meeting and indicate in the minutes any decision relating to funding the reserve fund.

c. The Association shall (i) annually, at the annual meeting of Owners or at a special meeting of the Owners, present the reserve Analysis, and provide an opportunity for Owners to discuss reserves and to vote on whether to fund the reserve fund and, if so, how to fund it and in what amount, and (ii) prepare and keep minutes of each such meeting and indicate in the minutes any decision relating to funding the reserve fund.

13.5 Audit or Inspection of Books. Any Owner may, at a reasonable time upon appointment, and at his/her expense, cause an audit or inspection to be made of the books and records maintained by the Association. The Association shall provide a current statement of account to all Unit Owners/Association Members on an annual basis.

13.6 Effective Date. This Amended Declaration shall take effect upon the date it is recorded in the Office of the County Recorder of Salt Lake County, State of Utah.

13.7 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the President of the Association and his/her address, as shown on the official corporate records maintained in the Utah Department of Commerce

13.8 Limitation on the Association and Management Committee's Liability. The Association and Management Committee shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by another Owner or person in or upon the Property, or resulting from electricity, water, rain, snow or ice which may lead or flow from the outside, or from any parts of the Buildings, or their drains, pipes, conduits, appliances or equipment, or from any other place. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to or maintaining the Property or any part thereof, or from any action taken to comply with the provisions of this Declaration, or with the laws, ordinances, regulations, rules, or orders of any governmental authority.

13.9 Obligations. All obligations of an Owner under or by virtue of the provisions contained in this Amended and Restated Declaration shall continue, notwithstanding that the Owner may be leasing or selling under contract, the Condominium.

13.10 Covenants to Run with Land. This Amended and Restated Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes as the case may be and shall be binding upon and inure to the benefit of Declarant and all parties who acquire any interest in an individual Unit or in the Property and their respective mortgagees, transferees, heirs, devisees, personal representatives, successors and assigns.

13.11 Information Regarding Transferee of Unit. Any Unit Owner who sells or leases or otherwise disposes of his/her Unit, shall submit to the Management Committee, in writing,

pertinent information concerning the transfer, and the transferee or new occupant within one week of any such transfer.

13.12 Indemnification of Management Committee. Each member of the Management Committee of the Association shall be indemnified and held harmless by the Association against all costs, expenses and fees reasonably incurred by him/her in connection with any proceeding which he/she became involved in by reason of his/her being, or having been, a member of said Committee, except in the case of intentional and knowing malfeasance.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration as of the day and year first above written.

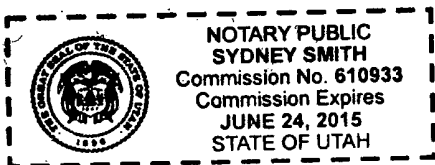
H.L. Homeowners Association  
a Utah Non-Profit Corporation  
by its Management Committee

Arnold R Angle  
President

STATE OF UTAH                    )  
  : ss.  
COUNTY OF Salt Lake

On the 10 day of Sept, 2012, personally appeared before me Arnold Angle, who by me being duly sworn, did say that he/she is the President of H.L. Homeowners Association, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a duly noticed and conducted meeting, at which \_\_\_% of the votes approved the Amended and Restated Declaration, and, duly acknowledged to me that said corporation executed the same.

[Signature]  
NOTARY PUBLIC





**EXHIBIT A**  
**SCHEDULE OF UNDIVIDED INTEREST OF UNITS**

UNIT NO	UNDIVIDED % INTEREST	UNIT NO	UNDIVIDED % INTEREST
1A1	2.08333	1B10	2.08333
1A2	2.08333	1B11	2.08333
1A3	2.08333	1B12	2.08333
1A4	2.08333	1B13	2.08333
1A5	2.08333	1B14	2.08333
1A6	2.08333	1B15	2.08333
1A7	2.08333	1B16	2.08333
1A8	2.08333	1B17	2.08333
1A9	2.08333	1B18	2.08333
1A10	2.08333	1B19	2.08333
1A11	2.08333	1B20	2.08333
1A12	2.08333	1B21	2.08333
1A13	2.08333	1B22	2.08333
1A14	2.08333	1B23	2.08333
1A15	2.08333	1B24	2.08333
1A16	2.08333		
		C1-1	2.08333
1B1	2.08333	C1-2	2.08333
1B2	2.08333	C1-3	2.08333
1B3	2.08333	C1-4	2.08333
1B4	2.08333	C1-5	2.08333
1B5	2.08333	C1-6	2.08333
1B6	2.08333	C1-7	2.08333
1B7	2.08333	C1-8	2.08333
1B8	2.08333		
1B9	2.08333	<b>Total/48 Units</b>	<b>100%</b>

**EXHIBIT "B"**

**AMENDED AND RESTATED BYLAWS OF  
H.L. HOMEOWNERS ASSOCIATION  
(A Nonprofit Corporation)**

Pursuant to the provisions of the Utah Revised Nonprofit Corporation Act, the Management Committee of H.L. Homeowners Association, a Utah nonprofit corporation, a.k.a. Harvest Lane Condominiums, hereby adopts the following Amended and Restated Bylaws for such nonprofit corporation.

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

1.01 Name. The name of the nonprofit corporation is H.L. Homeowners Association, hereinafter referred to as the "Association." The Association is also known as, and occasionally conducts business as the Harvest Lane Condominiums.

1.02 Offices. The principal office of the Association shall be at the home of the President of the Management Committee or as otherwise designated with the Utah Homeowner Association Registry and/or the Utah Department of Commerce.

**ARTICLE II  
DEFINITIONS**

2.01 Definitions. Except as otherwise provided herein or as otherwise required by the context, all terms defined in Article I of the Amended and Restated Declaration of Condominium for Harvest Lane Condominium Property (hereinafter referred to as the "Declaration") shall have the same defined meanings when used in these Bylaws.

**ARTICLE III  
MEMBERS**

3.01 Annual Meetings. The annual meeting of members shall be held in August of each year for the purpose of electing members of the Management Committee and transacting such other business as may come before the meeting, or at such other time as may be established by the Management Committee.

3.02 Special Meetings. Special meetings of the members may be called from time to time by the Management Committee at their request or by request of the members through the Management Committee.

3.03 Place of Meetings. The Management Committee may designate any place in Salt Lake County, State of Utah, as the place of meeting for any annual meeting or for any special meeting.

3.04 Notice of Meetings. The Management Committee shall cause written or printed notice of the time, place, and purpose of all meetings of the members (whether annual or special) to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the member at his registered address, with first class postage thereon prepaid. Each member shall register with the Association his/her current mailing address for purposes of notice hereunder. Such registered address may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, the member's Unit address shall be deemed to be his registered address for purposes of notice hereunder.

3.05 Quorum. At any meeting of the members, the present members and holders of proxies representing over 51 percent of the total votes of the Association shall constitute a quorum for the transaction of business of the Association.

3.06 Adjournment. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.

3.07 Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the member himself/herself, or by his/her attorney, duly authorized in writing.

3.08 Closing of Transfer Books. For the purpose of determining which members are entitled to vote at any meeting of members or for any other proper purpose, the Management Committee may provide that the membership books may be closed for a period of not more than twenty (20) days, and not less than ten (10) days immediately preceding such meeting.

If the membership books are not closed, the date on which notice of the meeting is mailed shall be the record date for such determination of members.

3.09 Voting Lists. The Secretary of the Association shall make a complete list of the members entitled to vote at each meeting of the members of the Association, arranged in alphabetical order, with the address of and the number of votes held by each. The list shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Association member during the whole time of the meeting.

3.10 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining members present shall be deemed waived if no objection thereto is made at the meeting.

3.11 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by 51 percent of the members entitled to vote with respect to the subject matter thereof.

#### **ARTICLE IV MANAGEMENT COMMITTEE**

4.01 General Powers. The property, affairs, and business of the Association shall be managed by its Management Committee. The Management Committee may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, or by these Bylaws, or by the Declaration.

4.02 Annual Meeting. The regular annual meeting of the Management Committee shall be held without other notice than this bylaw, as soon as feasible, after the annual meeting of the members, at a time and place decided by the Management Committee.

4.03 Regular Meetings. Regular meetings of the Management Committee shall be held at times and places decided upon by the Management Committee.

4.04 Special Meetings. Special meetings of the Management Committee may be called by or at the request of any Management Committee member.

4.05 Quorum. A majority of the authorized number of members of the Management Committee shall constitute a quorum for the transaction of business at any meeting of the Management Committee.

4.06 Compensation. No Management Committee member shall receive compensation for any services that he/she may render to the Association as a Management Committee member; provided, however, that a Management Committee member may be reimbursed for expenses incurred in the performance of his duties as a Management Committee member to the extent such expenses are approved by the Management Committee, and may also be compensated for services rendered to the Association other than in his capacity as a Management Committee member.

4.07 Informal Action by Management Committee. Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Management Committee members.

## **ARTICLE V OFFICERS**

5.01 Officers. The officers of the Association shall be the members of the Management Committee and shall consist of a President, two Vice-Presidents, a Secretary, and a Treasurer.

5.02 Election, Tenure, and Qualifications. The officers of the Association shall be determined by the Management Committee annually at the regular annual meeting of the Management Committee. Officers shall serve a two (2) year term, with a one (1) year overlap. Two (2) officers shall be elected one year and three (3) the next year. Any change to be initiated by a 51 percent vote of the Association membership. All officers, to be qualified, must be voting members of the Association.

5.03 Subordinate Officers. The Management Committee may from time to time appoint such other officers, sub-committees, or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine.

5.04 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or to the Management Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed or replaced by a 60 percent vote of the Management Committee at any time, for or without cause.

5.05 The President. The President shall preside at meetings of the Management Committee and at meetings of the members. He/she shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts approved by the Management Committee, and shall do and perform all other acts and things that the Management Committee may require of him/her.

5.06 Two Vice-Presidents. The Vice-Presidents shall act jointly or severally in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Management Committee.

5.07 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, or any resolution of the Management Committee may require him/her to keep. He/she shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. He/she shall perform such other duties as the Management Committee may require of him/her.

5.08 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and shall, when requested

by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Management Committee. He/she shall perform such other duties as the Management Committee may require of him/her.

## **ARTICLE VI INDEMNIFICATION**

6.01 Indemnification of Third-Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he/she is or was an officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had not reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his/her conduct was unlawful.

6.02 Scope of Indemnification. The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested Management Committee members, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future officers, employees, and agents of the Association and shall continue as to such persons who cease to be officers, employees or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

## **ARTICLE VII FISCAL YEAR AND SEAL**

7.01 Fiscal Year. The fiscal year of the Association shall begin on the 1<sup>st</sup> day of July each year and shall end on the 30<sup>th</sup> day of June next following.

7.02 Seal. The Management Committee may by resolution provide a corporate seal and shall have inscribed thereon the name of the Association, the state of incorporation, the nonprofit nature of the Association, and the words "Corporate Seal."

nonprofit nature of the Association, and the words "Corporate Seal."

**ARTICLE VIII  
RULES AND REGULATIONS**

8.01 Rules and Regulations. The Management Committee may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Property; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration or these Bylaws.

**ARTICLE IX  
AMENDMENTS**

9.01 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration, or by these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of at least 51 percent of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaw, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Salt Lake County, State of Utah.

IN WITNESS WHEREOF, the undersigned, constituting all of the officers of the H.L. Homeowners Association, have executed these Bylaws on the 30<sup>th</sup> day of August, 2012.

Witnessed by:

Stephen V. Fowkes

Sharon Astin

Arnold Rangle

Karen Mehr

Chris deWeal

Arnold Rangle  
President

Chris deWeal  
Vice President

Stephen V. Fowkes  
Vice President

Karen Mehr  
Secretary

Sharon Astin  
Treasurer