11848609 05/13/2014 04:34 PM \$**59.00** Book - 10230 Pa - 4861-4877 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH POLARIS GARDENS HOMEOWNERS ASS 211 FIFTH AVE #306 SALT LAKE CITY UT 84103 BY: SSP, DEPUTY - WI 17 P.

# AMENDMENTS TO THE **DECLARATION OF COVENANTS, CONDITIONS** AND RESTRICTIONS FOR POLARIS GARDENS CONDOMINIUM

By 2/3 vote of the Polaris Gardens Homeowners Association on April 17, 2014, the Declaration of Covenants, Conditions and Restrictions for Polaris Gardens Condominium is repealed and replaced with the following document, except that all Appendices to the original document are retained. However, the table in Appendix "D" is amended by deleting column 3, headed "Assigned Parking Stall Number."

State of Utah

County of Salt Lake)

Subscribed and sworn-to before me on this\_ in the year 20\_

day of \_

ISABEL MEDELLIN Notary Public State of Utah My Commission Expires on: September 27, 2016 Comm. Number: 659141

Margie Brunn President

## AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLARIS GARDENS CONDOMINIUM, ALSO KNOWN AS FIFTH AVENUE CONDOMINIUMS

This Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" and the By-Laws, which are attached hereto as Appendix "A" and are made a part hereof, are made and executed in Salt Lake County, Utah this 17th day of April 2014, by the owners of the Polaris Gardens Condominium, also doing business as Fifth Avenue Condominiums, located at 211 East Fifth Avenue, Salt Lake City, Utah, hereinafter called "Declarants" and pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Ann. Section 57-8-1 et., seq. (hereinafter "the Act").

#### **DEFINITIONS**

The terms used herein will have the meaning stated in the Utah Condominium Ownership Act and will apply to this Declaration and By-Laws as follows, unless the context clearly indicated a different meaning:

- (a) "Declarants" will mean the owners of condominium units within the Fifth Avenue Condominiums.
- (b) The term "condominium" will mean and refer to the ownership of a single unit in this condominium project, together with an undivided interest in the common areas and facilities of the property.
- (c) The term "property" will mean and include land, buildings, all improvements and structures thereon, all easements, rights and appurtenances thereto, and all articles of personal property for use in connection therewith.
- (d) The term "the Property" will mean and refer to the entire real estate condominium project referred to in this Declaration.
- (e) The term "unit owner" will mean and refer to the person or persons owning a unit in fee simple and an undivided interest in the fee simple estate of the common areas and facilities in

the percentages specified and established in this Declaration, which will include the original purchasers and any other persons who may subsequently acquire a unit.

- (f) The term "association of unit owners" (or sometimes "HOA") will mean and refer to all of the unit owners acting as a group in accordance with the Utah Condominium Ownership Act, the Declaration and By Laws.
- (g) The terms "majority" or "majority of unit owners" will mean the owners of more than fifty percent (50%) of the condominium units.
- (h) The term "Management Committee" (or sometimes "Board of Directors") will mean and refer to a committee composed of persons duly elected thereto by the association of unit owners, as provided by this Declaration and in accordance with the By Laws attached hereto as Appendix "B-1". Said committee is charged with and will have the responsibility and authority to make and enforce all of the reasonable rules and regulations pertaining to the operation and maintenance of the property.
- (i) The term "common elements" refers to and consists of the entire condominium property, including all parts of the building other than the units, and including without limitation, the following:
  - (1) The land on which the building are erected;
  - (2) All foundations, columns, girders, beams and supports;
  - (3) All exterior walls of the building not including the portions thereof on the unit side of such walls; all walls and partitions separating units from corridors, stairs, and other mechanical equipment spaces, other than the portions of plaster or sheetrock partitions separating units between the center lines of the plaster or sheetrock on each side of such partitions; and all concrete floors and concrete ceilings;
  - (4) Roofs, halls, corridors, stairs, stairways and entrances and exits to and from the building;
  - (5) Basements, sub-basements, yards, gardens, recreational or common facilities, mail boxes, and other areas used in connection therewith; parking and driveway areas and storage spaces;
    - (6) All central and appurtenant installations for services such as power, light,

telephone, gas, garbage disposal, hot and cold water, heat, air conditioning and incinerating (including all pipes, ducts wires, cables and conduits used in connection therewith whether located in common areas or units) and all other mechanical equipment spaces;

- (7) All elevators, tanks, pumps, motors, fans, compressors, and control equipment;
- (8) All sewer pipes;
- (9) All storage spaces;
- (10) All terraces and balconies or patios; provided, however, that each unit owner whose unit has sole access to a terrace or balcony or patio will have an easement for the exclusive use thereof; and,
- (11) All other parts of the condominium property and all apparatus and installations existing in the building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the condominium,
- (j) The term "limited common areas and facilities" will mean and refer to those common areas and facilities designated in the Declaration and the map as reserved for the use of a certain unit or units to the exclusion of the other units.
- (k) The term "common expense" will mean and refer to all expenses of administration, maintenance, repair or replacement of the common areas and facilities, to all items, things, and sums described in the Act which are lawfully assessed against the Unit owners in accordance with the provisions of the act, this Declaration, the By-Laws, such rules and regulations pertaining to the condominium project as the association of unit owners or the Board of Directors may from time to time adopt, and such determinations and agreements lawfully made or entered into by the Management Committee (Board of Directors).

#### **OWNERSHIP AND USE**

(a) Except with respect to any of the common areas and facilities located within the bounds of a unit each owner will be entitled to the exclusive ownership and possession of his unit and to the ownership of an undivided interest in the common areas and facilities in the percentage expressed in Appendix "B" hereof.

- (b) No unit owner will, by deed, plat or otherwise, subdivide or in any manner cause his unit to be separated into tracts of parcels smaller than the unit shown on the map.
- (c) The common areas and facilities will be owned by the unit owners as tenants in common, and ownership thereof will remain undivided. No action for partition of any part of the common areas and facilities will be maintainable, except as specifically provided in the Utah Condominium Ownership Act, nor may any unit owner otherwise waive or release any rights in the common areas and facilities.
- (d) Except with respect to the limited common areas, each unit owner may use the common areas and facilities in accordance with the purposes for which they are intended, provided such use will also be consistent with this Declaration and the By-Laws, which right of use will be appurtenant to and run with the unit.
- (e) A unit owner's use and occupancy of the limited common areas and facilities reserved for his exclusive use will be subject to and in accordance with the provisions of this Declaration and By-Laws. Each unit owner will be responsible for maintenance and repair of the interior of any limited common area reserved for his/her exclusive use.
- (f) The Management Committee (Board of Directors) will have responsibility for the maintenance and repair of the exterior of any limited common area. The Management Committee (Board of Directors) may provide insurance for or otherwise take measures as it may deem appropriate to insure the maintenance and repair of such limited common areas.

### STATEMENT OF USE, PURPOSES AND RESTRICTIONS

The purpose of this condominium project is to provide residential housing for the unit owners, in accordance with the provisions of the Utah Condominium Ownership Act.

#### **LAND DESCRIPTION**

The Fifth Avenue Condominiums are located in Salt Lake City, Utah (hereinafter referred to as "the Property") and more particularly described in Appendix "C" of this Declaration, which is attached to and incorporated herein.

### **DESCRIPTION OF THE BUILDING**

The condominium building, consists of 3 stories, 18 residential condominium units (6 units per level), and 30 covered parking spaces in the basement of the building. Each unit contains two bedrooms. All 18 units have individual heating, cooling and balconies/patios. Footings and foundation is steel and concrete. The roof is a built-up aggregate with Colorklad prepainted galvanized metal. Interior walls are of wooden or metal studs, wood, plaster and dry wall plaster. The building itself is constructed of floor system and roof of timber framing with plywood sheeting and gypsum board ceilings. The exterior walls are a combination of brick veneer and wood siding. The parking structure is build with reinforced concrete walls. The floor is a concrete slab on grade. The ceiling, which is also the floor for the main level of units is a Prestressed Concrete Double Tee System. This is insulated and sprinkled for fire protection and covered on the bottom with 5/8" gypsum board.

#### **UNITS/NUMBERS**

The 18 condominium units are numbered 101 through 106 (1st floor); 201 through 206 (2nd floor); and 301 through 306 (3rd floor). The square footage and number of bedrooms/bathrooms of each condominium unit is as follows:

- (a) Annexed hereto and made a part hereof as Appendix "D" is a list of all units in the building, their unit designation, their parking stall number and their percentage of interest in the common areas. Attached as Appendix "C" is the Record of Survey Map filed with the Salt Lake County Recorder's office, which map and additional sheet, depict each unit location, each unit's approximate area, the number of rooms and the common areas to which each unit has immediate access.
  - (b) Each residential unit will consist of:
  - (1) The space enclosed within the undercoated interior surface of its perimeter walls, floors and ceiling (being in appropriate cases the inner surfaces parallel to the roof plane, of the roof rafters and the projections thereof) projected, where appropriate to form a complete enclosure of space including any pipes, ducts, wires, conduits of structural divisions such as interior walls or partitions which may intervene.

- (2) Any finishing material applied or affixed to the interior surfaces of the perimeter walls, floors, and ceilings including without limitation, paint, lacquer, varnish, wallpaper, tile and paneling.
  - (3) Non-supportive interior walls.
- (4) Windows and doors in the perimeter walls, whether located within the bounds of a unit or not, but not including any space occupied thereby to the extent located outside the bounds of the units.
  - (5) Two (2) bedrooms and two (2) bathrooms each.
- (6) Balconies, porches and patios where so designated on the Record of Survey Map as being a part of the unit.
  - (7) Each upit has immediate access to the common areas and facilities.

### **DESCRIPTION OF COMMON AREAS AND FACILITIES**

Except as otherwise provided in this Declaration, the common areas and facilities will consist of all parts of the Property except the units. Without limiting the generality of the foregoing, the common areas and facilities will include the following whether located within the bounds of a unit or not:

- (a) All structural parts of the building, including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs;
  - (b) Yards, courts and driveways;
  - (c) Elevator;
  - (d) Stairways;
- (e) Any utility pipe or line or system servicing more than a single unit, and all ducts, wires, conduits and other accessories used therewith, but excluding any pipe or line or accessory connecting a single unit to a main or central pipe or line or system servicing more than a single unit;
- (f) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designed as common areas and

facilities, in the drawings, including the area south of and adjacent to the sidewalk owned by Salt Lake City which is customarily maintained for the use and benefit of the condominium project.

- (g) The limited common areas and facilities hereinafter described;
- (h) All repairs, replacements or improvements of the foregoing.

### **DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES**

Description of Limited Common Areas and Facilities: Each unit owner is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which will consist of all the common areas and facilities, including but not limited to the balcony and/or patio which is intended for the exclusive service of the unit, the use and occupancy of which will in each case be limited to such unit.

Limited common areas and facilities include:

- (a) 18 individual storage rooms located in the basement parking area, one for each of the 18 condominium units,
- (b) in addition, all Units have either a covered balcony or covered patio area adjacent to these condominium units.

Each unit owner is hereby granted an irrevocable license to use and occupy the limited common areas and facilities reserved exclusively for the use of his unit, which will consist of all the common areas and facilities, including but not limited to the balcony and/or patio which is intended for the exclusive service of the unit, the use and occupancy of which will in each case be limited to such unit.

### UNDIVIDED INTEREST IN COMMON AREAS

Each of the 18 condominium units have an undivided ownership interest as tenants in common in the general common areas and facilities described above constituting a 100% ownership interest as required by Utah Code 57-8-7(2). The percentage of interest as a tenant in common in the common areas and facilities of each unit has been determined by assigning points to each unit according to the size and value of each unit in ratio to the entire condominium project. In addition, each of the 18 condominium units have a percentage (%) interest in the

limited common areas and facilities appurtenant to each unit/owner and as stated in Appendix "D".

#### **VOTING INTERESTS**

Each condominium unit will have one (1) vote by the owner thereof (either by attendance at a meeting or by written proxy) at all condominium association meetings, including at annual and special meetings of the condominium association.

### **COVENANTS TO RUN WITH THE LAND**

This Declaration containing covenants, conditions and restrictions relating to the property will be enforceable equitable servitudes and will run with the land and this Declaration and these servitudes will be binding upon all unit owners or subsequent unit owners of all or any part of the condominium project, and upon their grantees, mortgagees, successors, heirs, executors, administrators, devisees and assigns.

#### **GENERAL RESTRICTIONS**

The units and common areas, limited common areas and facilities will have the following restrictions:

- (a) No part of the condominium project will be used for other than housing and the related common purposes for which the condominium property was designed. Each unit will be used and occupied as a residence for a single family only. Each parking space will be used only for storage of a vehicle.
- (b) There will be no obstruction of the common areas and facilities nor will anything be stored in the common areas and facilities without the prior written consent of the Management Committee (Board of Directors) except as it otherwise provided herein.
- (c) Nothing will be done or kept in any unit or in the common areas and facilities, or limited common areas, which will increase the rates of insurance on the buildings or the contents thereof beyond that customarily kept for residential use, without the prior written consent of the Management Committee (Board of Directors). No unit owner will permit anything to be done or kept in his unit or in the common areas and facilities which is likely to, or will result in the

cancellation of insurance on the buildings, or the contents thereof, or which would be in violation of any law or regulation of any governmental authority. No waste may be deposited in the common areas of facilities.

- (d) No unit owner will cause or permit anything (including without limiting the generality of the foregoing, any sign, awning, canopy, shutter, storm doors, screen doors, radio or television antenna) to hang, be displayed or otherwise attached to or placed on the exterior walls or roof or any part thereof, or to the outside of windows or doors, without the prior written consent of the Management Committee (Board of Directors).
- (e) No animals or birds of any kind will be raised, bred or kept in any unit or in the common areas and facilities by unit owners, provided, however, that the unit owners association may permit a small dog or cat or other generally recognized household pet to be kept in a unit subject to any rules and regulations that may be adopted by the Management Committee (Board of Directors) and provided further that any such pet which will create a disturbance or be a nuisance will be permanently removed from the condominium project within ten (10) days after receipt of written notice. The Management Committee (Board of Directors) will issue said notice upon receipt of two (2) written complaints from other unit owners.
- (f) No noxious or offensive activity of any kind will be carried on in any unit or in the common areas of facilities, or in the limited common areas or facilities, nor will anything be done therein, either willfully or intentionally which may be or is likely to become an annoyance or nuisance to the other owners or occupants. No smoking of cigarettes, cigars, or pipes is allowed in the common areas or limited common areas.
- (g) Except as otherwise provided herein, nothing will be done to, in any unit, to or on any common area or facility, to or any limited common area of facility which will impair the structural integrity of the building or any part thereof which would structurally change the building or any part thereof.
- (h) No clothes, sheets, blankets, laundry, bicycles, recreational equipment, awnings, shades, storage items or other articles of any kind will be hung out or exposed on any part of the common areas or limited common areas and facilities, in any manner as to be visible from any other unit, except as the rules and regulations of the unit owners association may otherwise

provide. The common areas and facilities and limited common areas and facilities will be kept free of all rubbish, debris, and any other unsightly material.

- (i) Only propane, gas, or electric grills may be used in the limited common areas (decks).
- (j) There will be no playing, lounging or placing of bicycles, vehicles, recreational equipment, benches, chairs, pots, planters, or other matter in or on any party of the common areas and facilities, except as the foregoing is subject to the rules promulgated by the Management Committee (Board of Directors).
- (k) No industry, business, trade, occupation, or profession of any kind, whether for commercial, religious, educational, charitable or any other purpose will be conducted, maintained or permitted on any party of the condominium project except as may be permitted by the Management Committee (Board of Directors) and subject to the rules. Nor will any "For Sale" or "For Rent" sign or other window display or advertising be maintained or permitted by any unit owner on any part of the condominium property or in any unit therein, except that:
  - (1) The Declarants may perform or cause to be performed such work as is incident to the sale, repair or alteration of the condominium property, or to the sale or lease of units owned by Declarants, including advertising and signs showing the location of the model units and the like.
  - (2) The Declarants or its agent may place "For Sale" or "For Rent" signs on any unsold or unoccupied units and may place such other signs on the condominium property for the purpose of facilitating the sale or lease of units by any owner.
  - (3) The association of unit owners or the Board of Directors or its agents or representatives may place "For Sale" or "For Rent" signs on any units or on the condominium project for the purpose of facilitating the sale or lease of units by any unit owner or mortgagee.

#### **RENTAL RESTRICTIONS**

(a) The Fifth Avenue Condominiums has been designated for adult living. Neither the units nor the common areas are designated to accommodate large families or children. One child over 14 is permitted as a matter of course so long as no nuisance or disturbance is created by

such child for the unit owners. Inasmuch, however, as Declarants is unable to control or govern the birth or adoption of children by unit owners, Declarants will not be liable to unit owners for the breach of this provision if children are born to or adopted by unit owners. Additional children may be permitted only with the approval of the Management Committee (Board of Directors) and subject to reasonable rules and regulations adopted by the Management Committee (Board of Directors). Declarants make no warranty, however, that the foregoing restriction will be valid and enforceable if subjected to a court test.

(b) Units may be rented so long as tenants comply with these Declarations of Covenants, Conditions, and Restrictions and all Rules and Regulations of the Management Committee (Board of Directors) and Association of Unit Owners (HOA).

### PERCENTAGE OF OWNERSHIP

All expenses for the common areas will be assessed equally among the units.

#### PARKING STALLS

There are 30 underground parking stalls, numbered 1-30.

- (a) The Management committee (Board of directors) will assign one parking stall to each of the 18 units, and will maintain a list of these assignments. Each such parking stall is considered as a part of each designated unit and wherever the term unit is used herein, it includes the specifically designated parking stall. All rights of ownership, as described hereby, for each unit will include the appropriately designated parking stall.
- (b) The remaining 12 stalls may be assigned by the Management committee (Board of directors) to residents for their use. The Management Committee or unit owners' association may determine a rental fee for each of those parking stalls.

#### **STORAGE AREA**

There will be no limited common areas for storage. The Management Committee (Board of Directors) may, at their sole discretion, designate storage areas within the condominium common areas.

#### **SERVICE OF PROCESS**

The person for service of process for the building will be:

Marlyn Miller Precept Property Management 4600 S. Holladay Blvd. Salt Lake City, Utah 84117 Telephone: (801) 272-8405.

The agent may be changed from time to time by filing the appropriate instruments.

### **AMENDMENTS**

The unit owners will have the right to amend this Declaration upon the approval and consent of the unit owners representing not less than two-thirds (2/3) of the condominium units. However, any amendment which would reduce the undivided interest of any unit owner in the common areas and facilities must be effected by the recordation of an instrument wherein the Management Committee (Board of Directors) certifies that the unit owners representing their required percentage of the undivided interests in the common areas and facilities have approved and consented to any such amendment. No amendment will have the effect of altering any right, privilege, liability or obligation of Declarants without first obtaining the written consent of Declarants.

All amendments to these Declarations will further be consistent with all applicable subparts of the Utah Condominium Ownership Act, Utah Code 57-8-1 et. seq.

#### INTENT TO COMPLY WITH APPLICABLE LAW

At all times, the property and its Board of Directors and condominium owners will comply to the best of its ability to the Utah Condominium Ownership Act, Utah Code 57-8-1 et. seq.

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#### **CONVERTIBLE LAND**

The Management Committee (Board of Directors) on its own behalf and on behalf of the condominium unit owners of the Property declare the Property contains no "convertible land" as defined by Utah Code 57-8-3(12).

#### **EXPANDABLE CONDOMINIUM PROJECT**

The Management Committee (Board of Directors) on its own behalf and on behalf of the condominium unit owners of the Property declare the Property is not an "expandable condominium" project as defined by Utah Code 57-8-3(16).

### CONTRACTIBLE CONDOMINIUM

The Management Committee (Board of Directors) on its own behalf and on behalf of the condominium unit owners of the Property declares the Property is not a "contractible condominium" as defined by Utah Code 57-8-3(11).

### **LEASEHOLD CONDOMINIUM**

The Management Committee (Board of Directors) on its own behalf and on behalf of the condominium unit owners of the Property declares the Property is not a "leasehold condominium" as defined by Utah Code 57-8-3(17).

### TIME PERIOD UNIT OR TIMESHARE ESTATE

The Management Committee (Board of Directors) on its own behalf and on behalf of the condominium unit owners of the Property declares the Property does not contain "time period units" or "timeshare estates" as defined by Utah Code 57-8-3(26).

### **MORTGAGE PROTECTION/LIENS**

Notwithstanding anything herein to the contrary, it is hereby declared, certified and agreed as follows:

(a) No lien will arise or be effective against the Property pursuant to Utah Code 57-8-19.

- (b) Any holder of a first or second mortgage or any holder of a first or second deed of trust on any individual unit is entitled to written notification from the Management Committee (Board of Directors) of any default by the mortgagor or the trustor of such unit in the performance of such mortgagor's or trustor's obligations under the Declaration which has not been cured within thirty (30) days.
- (c) Any holder of a first or second mortgage or a deed of trust on any unit which comes into possession of a unit pursuant to the remedies provided in the mortgage or trust deed or by assignment in lieu of foreclosure, will take the property free of any claims for unpaid assessments, charges, or liens against the mortgaged unit which are recorded after said mortgage or deed of trust is recorded.
- (d) Unless all holders of the first mortgage liens on individual units have given their prior written approval, the unit owners will not:
  - (1) Change the pro rate interest or obligation of any unit for purposes of assessments and charges and determining shares of the common areas and facilities of the property.
    - (2) Partition or subdivide any unit or the common areas of the property.
  - (3) By act or omission seek to abandon the condominium status of the property except as provided by statute in case of destruction or taking in eminent domain.
  - (e) All other issues regarding liens will be governed by the Act.

### **EASEMENTS**

- (a) The Board of Directors may hereafter grant easements for utility purposes for the benefit of the condominium property including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and through any portion of the common areas and facilities.
- (b) Declarants will have a transferable easement over and on the common areas and facilities for the purpose of making improvements on the land within the project or any

additional land under this Declaration and the Act, and for the purpose of doing all things reasonably necessary and proper in connection with the same.

(c) Each unit will be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any common areas and facilities located within the boundaries of such unit.

### **INCORPORATION OF OTHER LAW**

The unit owners and the Management Committee herein incorporate any and all other applicable laws contained in the Utah Condominium Ownership Act, Utah Code 57-8-1-et. seq.

### **NOTICE**

Notice to unit owners may be made in writing by personal delivery, mail or electronic means including e-mail specifically to those addresses/e-mails last submitted to the Secretary of the Board of Directors by the unit owner. Notice will be in compliance with Utah Code 57-8-42.

### **INSURANCE**

The association of unit owners will, as mandated by Utah Code 57-8-43 obtain both property insurance on the physical structures in the condominium property on all common areas and facilities, limited common areas and facilities and units assuring against all risks of physical commonly insured against, including fire and extended coverage perils. In addition, the association will obtain liability insurance to include 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.

#### MEDIATION/ARBITRATION

Any disputes arising out of this Declaration will first be subject to reasonable mediation before one mediator mutually agreed upon by the parties. If not resolved by mediation, any disputes will then be submitted to arbitration by one (1) arbitrator mutually agreed upon by the parties and in accordance with the Utah Uniform Arbitration Act, Utah Code 78B-11-1-et. seq.

### **SEVERABILITY**

The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections hereof will not affect the remaining portions of this instrument or any part hereof, all of which are inserted subject to their being held valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs or sections contained herein should be invalid or should operate to render this agreement invalid, this instrument will be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, paragraph or paragraphs, section or sections had not been inserted.

#### **NUMBER/GENDER**

The singular, whenever used herein, will be construed to mean the plural whenever applicable and the necessary changes required to make the provisions hereof apply either to corporations or individuals, men or women, will in all cases be assumed as though in each case fully expressed.

### **TOPICAL HEADINGS**

The topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit, or control the interpretation of paragraphs of this Declaration.

### **EFFECTIVE DATE**

This Amended and Restated Declaration will take effect upon recording.

Adopted by a majority of the unit owners on April 17, 2014.

Margie Brunn
President