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**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
THE CREEKSIDE EAST CONDOMINIUM
(Including Bylaws)**

A Utah Condominium Project

**AMENDED AND RESTATED
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FOR
THE CREEKSIDE EAST CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, (hereafter "Declaration") is made on the date evidenced below by the Creekside East Condominium Homeowners Association (hereafter "Association"). The Bylaws of the Association which are attached hereto as Exhibit "C" are made a part hereof.

RECITALS

A. This Declaration is made on the date evidenced below by the Association, a domestic nonprofit corporation, established to govern the common affairs of the Association's members and enforce the covenants, conditions, restrictions and rules of the Association.

B. This Declaration, including Bylaws, supersedes and replaces the Declaration of Amended Covenants, Conditions and Restrictions of The Creekside East Condominium recorded September 23, 1977, as Entry No. 3002928, records of the Salt Lake County Recorder, in its entirety and including all subsequent amendments or supplements thereto (the "Original Declaration") and including the Bylaws attached to the Original Declaration.

C. Pursuant to Section 15 of the Original Declaration, not less than one half (1/2) of the undivided interest in the Common Area and Facilities have affirmatively approved the adoption of this Declaration, including Bylaws.

D. This Declaration, including Bylaws, shall be binding upon all real property described in Exhibit A attached hereto and it is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the property or any Unit in the property regime created by this Declaration, that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the condominium development mutually beneficial in all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire property and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the property or any security interests therein without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Units under security instruments.

E. The Creekside East Condominium, a Utah condominium project, has been and continues to be submitted to Utah Condominium Ownership Act, Utah Code Ann. §57-8-1 *et seq.*,

as amended from time to time, with the rights, privileges and obligations as set forth herein and in the Act.

NOW, THEREFORE, the Association declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions restrictions, easements, charges and liens hereinafter set forth:

1. **NAME OF THE CONDOMINIUM PROPERTY.** The name by which the condominium property shall be known is THE CREEKSIDE EAST CONDOMINIUM.

2. **DEFINITIONS.** The terms used herein shall have the meaning stated in the Utah Condominium Ownership Act and shall apply to this Declaration and Bylaws as follows, unless the context clearly indicates a different meaning therefore:

A. The term "**Act**" shall mean and refer to the Utah Condominium Ownership Act, Utah Code Ann. §57-8-1 *et seq.* (the "Act"), as amended from time to time.

B. The term "**Condominium**" shall mean and refer to the ownership of a single Unit in this condominium project together with an undivided interest in the Common Area and Facilities of the property.

C. The term "**Declaration**" as set forth herein shall mean and refer to this instrument.

D. The term "**Property**" shall mean the Creekside East Condominium, including all of the real property described in the Plat, all Units and Common Area, the lane, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property for use in connection therewith.

E. The term "**Condominium Project**" or "Project" shall mean and refer to the entire real estate condominium project referred to in this Declaration.

F. The term "**Map**" shall mean and refer to the Record of Survey Map of the CREEKSIDE EAST CONDOMINIUM, recorded in accordance the Act.

G. The term "**Unit**" shall refers to a separate physical part of the Property intended for independent use and ownership, consisting of rooms and spaces located within a building structure. Subject to this section, each Unit shall consist of the space enclosed and bounded by unfinished sheetrock inwards comprising the horizontal and vertical planes shown on the Map, and all interior partitions and other fixtures and improvements within such boundaries shall be part of the Unit.

Mechanical equipment and appurtenances located within any one Unit or located outside of said Unit but designated and designed to serve only that specific Unit, such as appliances, electrical receptacles and outlets, air conditioning compressors and other air conditioning or air cooling apparatus, fixtures and the like, shall be considered part of the Unit, as shall all decorated interiors, all surfaces of floors and ceilings; all lath, furring, wallboard or drywall, plasterboard, plaster, paneling, tiles, wallpaper, paint, flooring, carpeting and tile.

The vertical boundaries of each Unit shall be the plaster or sheetrock partitions located on the perimeter lines of the respective Units as shown on the Map.

All windows and doors forming part of the vertical boundaries of a Unit, including thresholds and door jams; all pipes, shut-off valves, breaker boxes, wires, conduits, public utility lines or installations serving only a specific Unit; and any structural features or any other property of any kind, including fixtures and appliances within any Unit which are removable without jeopardizing the soundness, safety, or usefulness of the remainder of the structure or building within which the Unit is situated shall be considered part of the Unit.

That portion of any pipe, conduit or other installation servicing only a single Unit shall be part of the Unit and not a common element.

H. The term “**Unit Owner**” shall mean and refer to the person, persons or other entity owning any Unit, as such ownership is reflected in the records of the County Recorder but does not include a tenant or holder of a leasehold interest or person holding only a security interest in a Unit.

I. The term “**Association of Unit Owners**” shall mean and refer to all of the Unit Owners acting as a group in accordance with the Act, the Declaration and Bylaws.

J. The term “**Unit Number**” shall mean and refer to the number designating the Unit in the Declaration and in the Record of Survey Map.

K. The terms “**Majority**” or “**Majority of Unit Owners**” shall mean the owners of more than fifty percent (50%) of an undivided interest in the Common Area and Facilities.

L. The term “**Management Committee**” shall mean and refer to a committee composed of persons duly elected thereto by the Association of Unit Owners, as provided by this Declaration or the Act in accordance with the Bylaws attached hereto as Exhibit “C”. The Management Committee is charged with and shall 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.

M. The term “**Manager**” shall mean and refer to the person, persons, corporation or other entity selected by the Management Committee to manage the affairs of the condominium project.

N. The term “**Common Elements**” or “**Common Area**” or “**Common Area and Facilities**” refer to and consist 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 buildings 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 (Unit to include the unfinished sheetrock inwards); all walls separating Units from corridors, stairs, and other mechanical equipment spaces, other than the plaster or sheetrock partitions separating Units; studs/beams between units; and all concrete floors and concrete ceilings;
- (4) Roof, halls, corridors, lobbies, stairs, stairways, and entrances to the exits from the building;
- (5) Yards, gardens, recreational or common facilities, mail rooms, and other areas used in connection therewith, parking and driveway areas, and storage spaces other than limited common area storage spaces as described/assigned herein.
- (6) All space devoted to the lodging or use of the manager and other persons employed in connection with the operation of the condominium property;
- (7) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, heat refrigeration, air conditioning (including all pipes, ducts, wires, cables and conduits used in connection therewith, whether located in Common Areas or in Units and all other mechanical equipment spaces, however, the portion of any such pipes or installations (water lines, drains, etc.) servicing only a single Unit shall be deemed part of the Unit and not Common Elements.
- (8) All tanks, pumps, motors, fans, compressors, and control equipment;
- (9) All sewer pipes, however, any portion of a sewer pipe that services only a single Unit shall be part of the Unit;
- (10) All common storage spaces, carports and laundry rooms, except for assigned/designated storage areas, which shall be deemed Limited Common Areas;
- (11) All terraces and balconies or patios, provided however, that each Unit Owner whose Unit has sole access to a terrace, balcony or patio shall have an easement for the exclusive use thereof; and,
- (12) 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.
- (13) The Common Areas are also further described in Paragraph 3(C) below.

O. The term “**Limited Common Areas and Facilities**” shall mean and refer to those Common Areas and Facilities designated in the Declaration and the map as reserved for use of a certain Unit or Units at the exclusion of the other Units.

P. The term “**Common Expense**” shall mean and refer to all expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities, to all items, things, and sum described in the Act which are lawfully assessed against the Unit Owners in accordance with the provision of the Act, this Declaration, the Bylaws, such rules and regulations pertaining to the condominium project as the Association of Unit Owners or the Management Committee may from time to time adopt, and such determinations and agreements lawfully made/or entered into by the Management Committee.

Q. The term “**Undivided Interest/Par Value**” shall mean and refer to the number of points assigned to each Unit by Exhibit “D”, attached hereto and made a part of this Declaration. Substantially identical Units shall be assigned the same par value, but Units located at substantially different heights above the ground or having substantially different heights above the ground or having substantially different amenities or other characteristics that might result in difference in market value need not be but may be considered substantially identical within the meaning of this term. Any statement of par value shall not be deemed to reflect or control the sale price or fair market value of any Unit, and no opinion, appraisal or fair market transaction shall affect the par value of any Unit, or any undivided interest in the Common Area and Facilities, voting rights in the Unit Owner’s Association, liability for common expenses, or right to common profits, assigned on the basis thereof.

R. The term “**Size**” shall mean the number of square feet of floor space within each Unit as computed by reference to the record of survey map and rounded off to the next highest whole number. Space within the Unit shall not include attic, basement or garage spaces.

S. The term “**Reconstruction of the Building(s)**” shall mean restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and the common elements having the same vertical and horizontal boundaries as before.

T. The term “**Governing Documents**” shall mean and refer to a written instrument by which the Association may exercise powers or manage, maintain, or otherwise affect the property under the jurisdiction of the Association, including articles of incorporation, Bylaws, map, this Declaration, and rules and regulations.

U. Those definitions contained in the Act, to the extent they are applicable to and are not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part thereof.

3. DESCRIPTION OF PROPERTY.

A. Description of Land:

The tract of land located in Murray City, Salt Lake County, State of Utah, as is more fully described in Exhibit "A".

The building consists of 2 residential buildings with a total of 70 residential Units. There are 70 assigned carports and at least 47 parking stalls that are not covered, all of which are Common Area. There are 2 recreational areas located in Building "A" which are designated as the Clubhouse and recreation room, which will be Common Area.

The residential buildings are constructed on concrete with reinforcing steel supports. Exterior walls are of stucco and frame; interior walls are of wooden studs, plywood and dry wall or plaster. The floors are concrete or wood. The Units are supplied with gas and electricity.

The covered parking spaces are of concrete or asphalt and frame and steel construction.

All other details involving the respective descriptions and locations of the buildings and a statement of the number of Units and other like details are set forth in the amended Record of Survey Map which is filed with this Declaration and made a part thereof.

B. Description of Units:

(1) Annexed hereto and made a part hereof as Exhibit "D" is a list of all Units in the buildings, their Unit designations and the percentage of interest of each Unit in the common elements (referred to as par value). Annexed hereto and made a part hereof as Exhibit "B" is a record of survey map filed with the Salt Lake County Recorder's office simultaneously with the recording of the Original Declaration which Map and additional sheets depict each Unit location, each Unit's approximate area, the number of rooms and the Common Areas to which each Unit has immediate access.

(2) Subject to and consistent with Section 2.G above, each residential Unit shall consist of:

(a) The space enclosed within the undecorated interior surfaces, of its perimeter walls including sheet rock, floors, and ceilings (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 and complete enclosure of space including any pipes, ducts, wires, conduits or structural divisions such as interior walls or partitions which may intervene.

(b) 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.

(c) Non-supporting interior walls.

(d) 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.

(e) All pipes, shut-off valves, breaker boxes, wires, conduits, public utility lines or installations serving only a specific Unit.

Each covered parking space is defined by the vertical and horizontal dimensions of such Units so shown on the map.

Each Unit has immediate access to the Common Area and Facilities.

Any contract for the sale of a Unit and any other instrument affecting title to a Unit may describe that Unit by its identifying number or symbol as designated in the map or maps with the appropriate reference to the map(s) and to this Declaration, as each Unit shall appear on the records of the County Recorder of Salt Lake County, Utah in substantially the following fashion:

Unit _____, in Building _____, as shown on the amended Record of Survey Map for Creekside East Condominiums, appearing the records of the County Recorder of Salt Lake County, State of Utah, in Book _____ at Page _____, of Plats, and as defined and described in the Amended Declaration of Condominium appearing in such records, in Book _____, Page _____, of Records, together with _____ percent of the undivided interest in the Common Area and facilities of the Creekside East Condominium.

Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Area and Facilities and to incorporate all the rights incident to ownership of a Unit and all appurtenant undivided interest and all rights and limitations arising as a result of any amendment of the project.

C. Description of Common Area and Facilities: Except as otherwise provided in this Declaration, the Common Area and Facilities shall consist of all parts of the condominium property except the Units as set forth in the Definitions. In addition, and without limiting the generality of the foregoing, the Common Area and Facilities shall include the following whether located within the bounds of a Unit or not:

(1) All structural parts of the building including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings and roofs.

(2) Excepting Patios on lower floor which are Limited Common Areas, patios, yards, courts and driveways,

(3) The roadways contained therein.

(4) 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 or to a pipe or line or system servicing more than a single Unit.

(5) All other parts of the condominium property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Area and Facilities in the amended Record of Survey Map.

(6) The Limited Common Areas and Facilities herein after described.

(7) All repairs, replacements, or improvement of the foregoing.

D. 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 their Unit, which shall consist of the balcony and/or patio, and personal storage closets in hallway for one bedroom Units, which are intended for the exclusive service of the Unit, the use and occupancy of which shall in each case be limited to such Unit.

4. SUBMISSION TO CONDOMINIUM OWNERSHIP. The project has been and is hereby again submitted to the Act and shall be transferred, held, sold, conveyed, used, occupied and improved subject to, and the rights and obligations of all parties interested in the project shall be governed and controlled by, this Declaration, the Governing Documents, and all agreements, decisions and determinations made by the Management Committee, and the Act and any amendments thereto as codified from time to time, and, to the extent that the Governing Documents are or become inconsistent with the provisions of any future amendments to the Act, the Act, as amended, shall control.

5. COVENANTS TO RUN WITH THE LAND. This Amended Declaration containing covenants, conditions and restrictions relating to the project shall be enforceable equitable servitudes shall be binding upon Declarant, its successors and assigns, and 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.

6. STATEMENT OF USES, PURPOSES AND RESTRICTIONS.

A. Purposes. The purpose of this condominium project is to provide housing and recreation for the Unit Owners and their respective families, tenants, guests, and servants in accordance with the provision for the Utah Condominium Ownership Act.

B. Restriction on Use. The Units and Common Areas, Limited Common Areas and Facilities shall be used and occupied only as follows:

(1) No part of the condominium project shall be used for other than housing and the related common purposes for which the condominium property was designated. Each Unit shall be used and occupied as a residence for a single family, as set forth in Murray City code, and for no other purpose, unless the Management Committee chooses to use one Unit for a management office. Occupancy by more than two persons per bedroom plus one other, is a violation of this Declaration. Each parking space shall be used only for parking a vehicle.

(2) There shall be no obstruction of the Common Area and Facilities nor shall anything be stored in the Common Area and Facilities without the prior written consent of the Management Committee except as is otherwise provided herein.

(3) Nothing shall be done or kept in any Unit or in the Common Area and Facilities, or Limited Common Areas, which shall increase the rates of insurance on the buildings or Units or contents thereof beyond that customarily kept for residential use, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Area 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 or any governmental authority. No waste shall be committed in the Common Areas or Facilities.

(4) No Unit Owner shall cause or permit anything (including, without limiting the generality of the foregoing, any sign, awning, canopy, shutter, storm doors, screen door, 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 the windows or doors, without prior written consent of the Management Committee.

(5) No animals or birds of any kind shall be raised, bred or kept in any Unit or in the Common Area and Facilities, or Limited Common Areas or Facilities by Unit Owners, except that dogs, cats and other generally recognized household pets may be kept in Units, subject to the rules adopted by the Management Committee and provided further that any such pet which shall create a disturbance, show aggressive behavior, or be a nuisance shall be permanently removed from the condominium project within ten (10) days' notice from the Management Committee.

(6) No noxious or offensive activity of any kind shall be carried on in any Unit or in the Common Areas or facilities, or in the Limited Common Areas or facilities which includes smoking tobacco or other products, nor shall anything be done in a Unit, either willfully or

intentionally which may be or is likely to become an annoyance or nuisance to the other Unit Owners or occupants. Cigarette or similar smoke generating product and devices, vaping, or any other similar activities and the odors, chemicals or effects thereof that transfers to another Unit shall be deemed a noxious and/or offensive activity as is prohibited. However, the Association shall have no duty to enforce this nuisance upon a verified complaint received by the Committee.

(7) Except as otherwise provided herein, nothing shall be done to, or in any Unit, to or on any Common Areas and Facilities, to or on any Limited Common Areas and Facilities which will impair the structural integrity of the building or any part thereof or which would structurally change the building or any part thereof.

(8) No clothes, sheet, blankets, laundry, bicycles, recreational equipment, storage items, or other articles of any kind shall 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 Association may otherwise provide. The Common Area and Facilities and Limited Common Areas and Facilities shall be kept free of all rubbish, debris and any other unsightly material. The Association may establish rules regarding draperies, blinds, shades and other interior window coverings, including tinting of windows, to regulate their appearance from the exterior of the buildings. Aluminum foil, newspapers, reflective film coatings, or any other similar materials may not be used to cover the windows in any Unit.

(9) There shall be no loitering, nor leaving of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches, chairs or other matter in or on any part of the Common Area and Facilities, except as the foregoing or subject to the rules promulgated by the Management Committee.

(10) No industry, business, trade, occupation or profession of any kind, whether for commercial, religious, educational, charitable, or any other purpose shall be conducted, maintained, or permitted on any part of the condominium project except as may be permitted by the Management Committee and subject to the rules, nor shall 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:

(a) The Association of Unit Owners or the Management Committee or its agents or representatives may allow the placement of "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, mortgagee or the Association of Unit Owners.

(b) One Unit may be acquired and used by the Management Committee for use as a management office.

(11) Boats, campers, recreational vehicles and extra automobiles shall be subject to the rules and regulations promulgated by the Management Committee. The Management Committee shall have the power to designate areas for the location of boats, campers, recreational vehicles and extra automobiles and the like or preclude them from the condominium community or take whatever action is deemed reasonable and necessary in maintaining the Creekside East as a high-quality residential community. The Management Committee shall also have the power to designate and assign all parking places and locations for Unit Owners as well as visitor and/or reserved parking areas.

(12) Owners are encouraged to use cable service for television and internet. Satellite dishes and antennas not regulated by the FCC are prohibited. Satellite antennas, such as Direct Broadcast Satellite (“DBS”) antennas (dishes) one meter in diameter or less, and designed to receive direct broadcast satellite service, including direct-to-home satellite service, or receive or transmit fixed wireless signals via satellite, may be installed only to the extent and in locations allowed herein and by local, state or federal law.

(a) Satellite dishes and antennas may only be installed inside the owner’s Unit or on Limited Common Area over which the owner has exclusive use and control under the terms of this Declaration. No owner may install a satellite dish on the exterior, roof, or restricted areas of any building, or in the Common Area of the building or project. No satellite dish may extend beyond balcony railings. Owners need to be aware that their Unit may not be in a proper location to receive satellite broadcast signals even if they install a satellite dish. Prior to installation, owners should check with a qualified and reputable company to determine if they are able to receive adequate signals at their Unit. Owners shall notify the Management Committee in writing prior to any installation. Such notice shall include a description of the location for the antenna or satellite dish and the installation (attachment) method. **Other than qualified, licensed professionals in the industry**, no Owner may drill holes in walls, doors or window frames in order to install the satellite dish or run cable from the dish to the television and may not otherwise alter, modify or penetrate Common Area. All installations must be performed in such a manner as not to cause legitimate safety concerns. These would include, but not be limited to, danger of falling, danger of permanent damage to the building or proximity to power lines.

(b) Owners are responsible for any injury or damage to persons or property caused by their satellite dish. All installations must be performed in complete compliance with all applicable statutes, rules and regulations. If permits are required, owner will obtain all such permits prior to installation. These rules are meant to comply with 47 CFR § 1.4000, as may be amended from time to time. All requirements of such section are hereby incorporated herein. In the event any portion of this section is held to conflict with applicable law, those portions shall be deemed stricken and all other portions of this Installation Policy will remain in full force and effect.

(c) No portion of the Installation Policy may be waived or changed by the committee verbally. Any such waiver or change will be effective only when in writing. If any

owner receives the benefit of any waiver or change of the Installation Policy, it shall be that owner's responsibility and obligation to keep and safeguard the written waiver or change and to produce it upon any future request of the committee.

(d) In the event of a violation of this Section, the Association may bring an action for declaratory and/or injunctive relief and the owner is subject to a fine for each violation. If the violation is not corrected within a reasonable length of time as determined by the Committee, additional daily fines will be imposed for each day that the violation continues. The foregoing fine amounts are subject to change by resolution of the committee from time to time. The Association shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in the enforcement of this Section.

(13) Leases and Rentals. No more than twenty-five percent (25%) of the Units may be rented at any given time. Those currently renting are grandfathered and may continue to rent until their Unit sells. All provisions of Utah Code 57-8-10.1 (as may be amended from time to time) apply to this rental cap. A waiting list shall be established by the Committee to track those Owners who desire to rent their Unit if the twenty-five percent (25%) cap is currently met. No portion of a condominium Unit (other than the entire condominium Unit) may be rented, no individual room rentals are permitted unless the Owner resides concurrently with the tenant and no transient tenants may be accommodated therein.

Any lease agreement between an owner and a lessee must be in writing and must provide, among other things, that the terms of the lease shall in all respects be subject to the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and the rules and regulations. All lease agreements shall contain as an attachment to the lease agreement, (1) a copy of the current CCRs; (2) Bylaws and (3) rules and regulations of the Association. Within ten (10) days of a Unit being rented, the owner must provide the Association with a copy of the signed lease agreement and the name(s) of all tenants, including the names of all individuals who will occupy the Unit, and the owner must keep such information updated with the Association within fifteen (15) days of any change. (Any current owner at recording of this document shall retain right to rental their unit without being subject to the rental restrictions. However, buyers of any current owners must occupy the Unit no less than twelve (12) consecutive months before it may be rented consistent with these CCRs. Occupy means either Owner resides in the Unit or if Owner does not reside in Unit, no other person occupies the Unit during the initial 12 months.)

(14) Additions, Alteration or Improvements. No interior changes to a Unit shall be performed unless a building permit is first obtained, if one is required by a local authority, and a copy of which is provided to the committee. No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the committee. No structural changes whatsoever to any Unit, and no plumbing, electrical and similar work within the Common Area, shall be commenced, erected, maintained, made or done without the prior written approval of the committee. By way of illustration but not limitation the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, and the like. No Unit Owner shall do any work or make any alterations or changes which would jeopardize the soundness or safety of the property, reduce its value or impair any easement or

hereditament, without in every such case obtaining the consent of the other Unit Owners as required by the Act.

(15) In addition to the restrictions and requirements above, the Management Committee from time to time may adopt, modify, or revoke such rules and regulations governing the conduct of persons and the operation, aesthetics and use of the Units and Common Areas, including Limited Common Areas, as it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the property and the accomplishment of the purposes of the Association and the project, as determined by the committee. Reasonable fines may be levied and collected as an assessment for any violation of the Governing Documents. A schedule of fines may be adopted by the Management Committee specifying the amounts of such fines, and any other provisions or procedures related to the levying of such fines.

7. OWNERSHIP AND USE.

A. Ownership of a Unit. Except with respect to any of the Common Area and Facilities located within the bounds of a Unit, each Unit Owner shall 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 Exhibit "D" hereof. Each Unit, however, shall be bound by, and the owner, occupants and guests, shall comply with, the restrictions contained herein and all other provisions of the Governing Documents for the mutual benefit of the owners.

B. Prohibition Against Subdivision of Unit. No Unit Owner shall, by deed, plat or otherwise, subdivide or in any manner cause his Unit to be separated into tracts or parcels smaller than the Unit shown on the map.

C. Ownership of Common Areas and Facilities. The Common Area and Facilities shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No action for partition of any part of the Common Area and Facilities shall be maintainable, except as specifically provided in the Act, nor may any Unit Owner otherwise waive or release any rights in the Common Area and Facilities.

D. Use of Common Areas and Facilities. Except with respect to the Limited Common Areas, each Unit Owner may use the Common Area and Facilities in accordance with the purposes for which they are intended, provided such use shall also be consistent with this Declaration and the Bylaws which right of use shall be appurtenant to and run with the Unit. The Management Committee may by regulation allow the use of some Common Areas by only specific Unit Owners or owners in a particular area when such regulation is consistent with the present design. The Association shall maintain, repair and replace the Common Areas and repair and replace (not maintain) the Limited Common Area facilities. If the Common Area, Limited Common Area, or any other property maintained by the Association, is damaged by the willful or negligent act of an

Owner, its guests, tenants, or invitees, the Owner shall be responsible for all such damage, and the cost to repair such shall be an Assessment against that Owner and that Owner's Unit.

E. Interest in Common Areas and Facilities. The percentage of interest in the Common Area and facilities of each Unit has been determined by assigning points to each Unit according to size and other factors that differentiate each Unit from the other Units.

F. Use and Maintenance of Limited Common Areas and Facilities. A Unit Owner's use and occupancy of the Limited Common Areas and Facilities reserved for their exclusive use shall be subject to and in accordance with the provisions of this Declaration, Bylaws, and any other Governing Documents.

Each Unit Owner shall, at his or her own cost, keep and maintain in good condition and repair, the Limited Common Areas appurtenant to his or her Unit and keep the same in a clean, sanitary and attractive condition at all times. No alterations, modifications or changes shall be commenced, erected or maintained upon any Limited Common Area of any sort, whether structural, cosmetic or otherwise, be made by an Owner until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Management Committee as to qualifications determined by the Committee, including but not limited to harmony of design and location in relation to surrounding project. Such approval shall be solely at the discretion of the Management Committee as it deems appropriate from time to time.

(1) Owner's Responsibility.

(a) Units. Maintenance of the Units shall be the sole responsibility of the Owner(s) thereof, who shall maintain such Unit in good repair so as to not interfere with any other owner's Unit or the Common Areas. Each Owner at his or her sole expense shall maintain, repair, paint, re-paint, tile, paper or otherwise re-finish or decorate: (1) the sheetrock and surfaces of the walls, ceilings, floors, and windows forming the boundaries of his or her Unit; and (2) all walls, ceilings, floors, windows and doors within or creating such boundaries; and (3) interior doors and door frames and windows and window frames which are part, or form the perimeter boundaries, of the Unit.

In addition to decorating and keeping the interior of his or her Unit in good repair and in a clean and sanitary condition, the Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, heating equipment, air cooling components, lighting fixtures, refrigerators, dishwasher, disposal equipment, ranges, toilets, or other appliances or fixtures that may be in, connected with, or servicing solely his or her Unit.

Each Unit shall be maintained so as to not detract from the appearance of the condominium project and so as to not adversely affect the value or use of any other Unit. Units being left vacant shall have water lines turned off. Any Owners that cease to discharge their responsibilities hereunder, may, after notice and opportunity to cure, be subject to corrective action by the Committee if the failure of the Owner causes life, health or safety issues to people or property.

(b) Limited Common Area. Each Owner shall, at his or her own cost, maintain the Limited Common Areas appurtenant to his or her Unit and keep the same in a clean, sanitary and attractive condition at all times.

Terraces, Balconies and Patios. In addition to the obligation of the Unit Owner, to, at his or her own cost, maintain the Limited Common Areas appurtenant to their Unit, including any terraces, balconies and patios appurtenant to such Unit, such Unit Owner shall also be required to keep such balcony, terrace or patio free and clear of snow, ice, debris, sand and any accumulation of water.

(2) Maintenance by Association. The Association shall maintain the Common Areas. Except as stated below, the Association shall repair and replace terraces, balconies and patios due to regular wear and tear. However, should an owner cause damage, the Association may repair or replace these areas, and charge the cost back to the at-fault Owner. The Committee shall determine, in its sole discretion, the appropriate maintenance of the Common Area and Facilities. If the Common Areas are damaged by the willful misconduct of an owner, their guests, tenants, or invitees, the owner shall be responsible for all such damage, and the cost to repair such shall be an assessment against that owner and that owner's Unit.

Additionally, the Association, by and through the committee, may, but shall not be obligated to, assume the Owner's general maintenance responsibility over a Unit and Limited Common Area, or take such other action as necessary if, in the opinion of the committee, the owner is unwilling or unable to adequately provide such maintenance, or if an owner shall fail to observe any Association covenant, restriction or rule. Before assuming such maintenance responsibility, the committee shall provide notice to the owner of its intention to do so, and if such owner has not commenced and diligently pursued remedial action within ten (10) days, then the Association may proceed to maintain the Unit. The expenses of such maintenance incurred by the Association shall be reimbursed to the Association by the owner. Such expenses shall be levied and collected in the same manner as assessments pursuant to the Declaration and these Bylaws.

8. THE NAME AND ADDRESS OF THE PERSON. The person designated to receive service of process on behalf of the project, in the cases provided by the Act, is the registered agent of the Association, as that agent may be designated by the Association from time to time and as reflected in the records of the Utah Division of Corporations and Commercial Code.

9. PERCENTAGE OF OWNERSHIP AND VOTING RIGHTS. The percentage of ownership in the Common Areas and Facilities of the condominium shall be controlling for all purposes, including voting. The common expenses shall be allocated in accordance with the percentage of ownership. The percentage of ownership in the Common Area and Facilities and the number of votes in the Association of Unit Owners shall be as set forth in Exhibit "D".

10. EASEMENTS.

A. The Association and any public utility provider shall have an easement through all Units and the Common Areas for the installation, maintenance and development of utilities and drainage facilities, as may be necessary. Each Unit Owner shall have an easement in common with all owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other Units and serving his or her Unit. The committee may grant or create from time to time, on behalf of the Association and on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across, and through the Common Area. The Management Committee 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 Area and Facilities.

B. The Association and any person authorized by the Association may at any reasonable time, and from time to time at reasonable intervals, enter upon any Unit for the purpose of performing maintenance as set forth herein and determining whether or not the Unit is in compliance with this Declaration and Bylaws or whether the use of the Unit is causing damage or harm to the Common Areas or Limited Common Areas. Requests for entry shall be made in advance and at a time convenient to the owner, except in the case of an emergency, when such right shall be immediate. No such entry shall be deemed to constitute a trespass or otherwise create any right of action in the owner of such Unit.

C. All Owners are hereby granted a non-exclusive right and easement of enjoyment to the Common Areas which right and easement shall be subject to compliance by the owner with the provisions of the Governing Documents and the right of the Association to limit the number of guests of residents. Except as to rights of ingress and egress to a Unit, any owner not residing on the property shall be deemed to have delegated his or her right of enjoyment and use of and to the Common Area facilities and amenities to any tenants, contract purchasers, or other occupants of the Unit who actually reside on the property and no person other than residents and their guests (up to the number established by rule from time to time) may use any Common Area facility or amenity.

D. To the extent that any damage is inflicted on any part of the condominium project by any owner, their tenants or guests, the owner shall be liable for the repair costs of the damage and for the restoration of the same to condition compatible with the remainder of the condominium project. The Management Committee must be first notified of any structural damage and shall supervise the repair work, including choosing the vendor to do the work. The owner may be assessed and individual assessment (as opposed to common assessment) for any such repairs.

E. Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair or replacement of any Common Area and Facilities located within the boundaries of such Unit.

F. No Unit shall encroach upon an adjoining Unit. If, however, an encroachment occurs due to the settlement or shifting of a structure/building or any other reason whatsoever beyond the control of the Management Committee or any owner, there shall forthwith arise, without the necessity of any further or additional act or instrument, a good and valid easement for the maintenance of such encroachment, for the benefit of the owner, its heirs, personal representatives and assigns, to provide for the encroachment and non-disturbance of the structure. Such easement shall remain in full force and effect so long as the encroachment shall continue.

11. ASSESSMENTS

A. Covenant for Assessments. Each Owner, by acceptance of a deed conveying any Unit to such owner, whether or not so expressed in the deed or other conveyance, shall be deemed to have covenanted and agreed to pay the Association the following types of assessments, as provided for and defined below: Annual assessments, special assessments, and individual assessments. No member may exempt itself from liability for assessments by abandonment of any Unit owned by such member. No offsets against assessment amounts shall be permitted for any reason, including, without limitation, a claim that the Association or committee is not properly exercising its duties and powers.

B. Reserve Funds.

(1) The Association shall establish and maintain a reserve fund for maintenance, repair and replacement of the Common Areas and for any emergency, unforeseen, unusual, or unanticipated expenditures and for any other purpose determined from time to time by the Management Committee by the allocation and payment to such reserve fund of an amount to be designated from time to time by the Management Committee or of an amount and in the manner as may be required by law. The fund shall be conclusively deemed to be a common expense of the Association and may be deposited with any banking institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Management Committee, be invested in obligations of, or fully guaranteed as to principal by, the United States of America.

(2) The Association may establish such other reserves for such other purposes as the Management Committee may from time to time consider to be necessary or appropriate.

(3) The proportional interest of any member of the Association in any reserve fund established under this section shall be considered an appurtenance of such Owner's Unit and shall not be separated from the Unit to which it appertains and shall be deemed to be transferred with the Unit.

C. Annual Budget and Assessment.

(1) Adoption of Budget. The Management Committee shall prepare, or cause the preparation of, an annual budget for the Association, which shall provide, without limitation, for the maintenance of the Common Areas and for the administration, management and operation of the Association. If the Management Committee fails to adopt an annual budget, the last adopted budget shall continue in effect.

(2) Determination of Annual Assessment.

(a) The Management Committee shall fix the amount of the annual assessment against each Unit for each assessment period at least thirty (30) days in advance of the beginning of the period. Written notice of the annual assessments shall be sent to all members of the Association at least thirty (30) days in advance of the beginning of any assessment period, or thirty (30) days in advance of any increase in the annual assessment that is to take effect during any assessment period.

(b) The omission by the Management Committee, before the expiration of any assessment period, to fix the amount of the annual assessment for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this article or a release of any member from the obligation to pay the annual assessment, or any installment thereof, for that or any subsequent assessment period. In the event of such omission, the annual assessment fixed for the preceding period shall continue until a new assessment is fixed.

(c) If the annual assessments levied at any time are, or will become, inadequate to meet all expenses incurred by the Association for any reason, including nonpayment of any owner's assessments on a current basis, the Management Committee may determine the approximate amount of the inadequacy and adopt a resolution which establishes an amended budget and establishes the equitable change in the amount of the annual assessment.

D. Apportionment of Assessments. All Units shall pay a pro rata share of the annual assessment and special assessments commencing upon the date the Units are made subject to the Declaration and these Bylaws. The pro rata share shall be based upon the percentage of undivided ownership interests of Units. Individual assessments shall be apportioned exclusively against the Units benefitted or to which the expenses are attributable as provided for below.

E. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the project and carrying out the purposes and obligations of the Association, including, but not limited to: (a) The improvement, maintenance, operation, care, and services related to the Common Areas; (b) The payment of insurance premiums; (c) The costs of utilities and other services which may be provided by the Association for the condominium; (d) The cost of labor, equipment, insurance, materials, management, legal and administrative fees incurred or expended in performing the duties under this Declaration or the Bylaws; (e) The cost of funding all reserves established by the Association, including a general operating excess and a reserve for replacements; and (f) Any other items properly chargeable as a common expense of the Association.

F. Special Assessments. In addition to the annual assessments authorized in this Article, the Association may levy a special assessment from time to time for the purpose of defraying, in whole or in part, the costs incurred or to be incurred by the Association which cannot be paid for through other types of assessments. The Management Committee may authorize a special assessment for any lawful purpose provided, however, that any special assessment greater than \$1,000.00 for the lowest allocated percentage ownership interest for a Unit, may only be levied if it is first voted upon by the members and: (1) the votes cast favoring the action exceed the votes cast opposing the action once a quorum is established, and (2) a quorum of thirty percent (30%) of the members exists.

G. Individual Assessments. Any expenses benefitting or attributable to fewer than all of the Units may be assessed exclusively against the Units affected or benefitted. Individual assessments shall include, but are not limited to: (1) Assessments levied against any Unit to reimburse the Association for costs or attorney fees incurred in bringing the Unit or its owner into compliance with, or to otherwise defend or uphold, or carry out, the provisions of the Governing Documents and for fines or other charges, including attorney fees, imposed pursuant to this Declaration for violation of the Governing Documents; (2) Expenses incurred by the Association relating to the cost of maintenance, repair, or replacement of the individual Units.

H. Nonpayment of Assessments. Unless otherwise provided by resolution of the Management Committee, the annual assessments shall be levied and due and payable on a monthly basis on the first calendar day of each month and shall be delinquent if not paid within fifteen (15) days after the due date.

(1) Interest. Delinquent payments shall bear interest from the sixteenth (16th) day of the month, or such other date established by the committee (the "date of delinquency"), at the rate of 18% per annum, or such other rate established by resolution of the Management Committee from time to time, not to exceed the maximum permitted by law.

(2) Late Charge. Each delinquent payment shall be subject to a late charge of Twenty-Five Dollars (\$25.00) or such other amount established by the Management Committee from time to time by Committee Resolution.

(3) Acceleration. If the delinquent installments of annual assessments and any charges thereon are not paid in full, the Committee, or its authorized agent, may declare all of the unpaid

balance of the annual assessment to be immediately due and payable upon not less than ten (10) days' written notice to the owner, and may enforce the collection of the full annual assessment and all charges thereon in any manner authorized by law and this Declaration. If, however, the annual assessment is accelerated and an owner subsequently files bankruptcy or the committee otherwise decides acceleration is not in its best interest, the committee, at its option and in its sole discretion, may elect to decelerate the obligation.

(4) Rent Payments by Tenant to Association. If the owner of a Unit who is leasing the Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Management Committee may demand that the tenant pay to the Association all future lease payments due to the owner, beginning with the next monthly other periodic payment, until all amount dues to the Association are paid. Such demand to the tenant shall be made in accordance with the law and the written procedures of the Association. The Committee, or its agent, shall give the owner written notice of its intent to demand full payment from the tenant and such notice shall be made in accordance with the law and the written procedures of the Association.

(5) Termination of Common Service and Facility Use. If an owner fails or refuses to pay an assessment when due, the Management Committee may, after giving notice and an opportunity to be heard in accordance with the law and the written procedures of the Association, terminate an Owner's right: (1) to receive any service paid as a common expense, including but not limited to utility services; and (2) of access and use of recreational facilities. If a hearing is requested, utility services or right of access and use of the recreational facilities may not be terminated until after the hearing has been conducted and a final decision has been rendered by the committee. In the event that the Association incurs costs to terminate any such utility service, the defaulting owner shall be responsible for all such costs. Upon payment of the assessment due, including any interest, late charge, and costs of collection, the committee shall immediately take action to reinstate the terminated utility services to the Unit.

(6) Remedies under the Act and Other Law. The Association shall have each and every remedy for collection of assessments provided in the Utah Condominium Ownership Act, Utah Code Title 57, Chapter 8, as amended from time to time, and in Utah Code Title 12, and such remedies and provisions shall be deemed to be fully set forth herein. A collection fee shall be imposed upon any delinquent account turned over to an attorney or collection agency for collection, in accordance with Utah Code § 12-1-11, in addition to any other amount owed to the Association.

I. Lien. The annual assessment and all other assessments and charges imposed, together with damages, fines, interest, costs of collection, late charges, and attorneys' fees provided for in the Declaration, these Bylaws (whether or not a legal proceeding is initiated) or by law or awarded by a court for enforcement of the Governing Documents shall be a charge and continuing lien upon each of the Units against which the assessment is made and shall be construed as a real covenant running with the land. The recording of the Declaration, including these Bylaws, constitutes record notice and perfection of the lien established herein. If an assessment is payable in installments, the lien is for the amount of each installment as such becomes due and this provision shall be deemed a notice of assessment. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of

the unpaid assessments up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

J. Personal Obligation and Costs of Collection. Assessments imposed under the Declaration and these Bylaws, together with interest and costs and reasonable attorneys' fees incurred or expended by the Association in the collection thereof (whether or not a lawsuit is initiated), shall also be the personal obligation of the owner holding title to any Unit and in a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee.

K. Appointment of Trustee. By acceptance of a deed for a Unit, each owner as Trustor conveys and warrants to Trustee in trust for the Association, as Beneficiary, with power of sale, the owner's Unit and all improvements thereon for the purpose of securing payment of all assessments (including basis of collection) provided for in the Declaration and these Bylaws. For purposes of this Section, the Act, and Utah Code Ann. §§57-1-19, et seq., as amended from time to time, the Trustee shall mean the attorney for the Association, and the Association may provide notice and disclosure of the Trustee, or substitution thereof, by recording an appointment or substitution of trustee in the records of the local County Recorder. Each owner hereby also grants to the Association and Trustee all powers and rights of non-judicial trust deed foreclosure provided for in Utah Code Ann. §§57-1-19, et seq.

L. Enforcement of Lien. The lien provided for in this Article may be enforced by the Management Committee by causing a Unit to be sold through non-judicial foreclosure as though the lien were a deed of trust, or by foreclosing the lien through a judicial foreclosure, all in the manner provided by the Act and by the laws of the state of Utah for the non-judicial foreclosure of deeds of trusts or the law for the foreclosure of a mortgage, as the case may be. The Association shall have the power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Upon completion of the foreclosure sale, the defaulting owner shall be required to pay the reasonable rental value of such Unit during any period of continued occupancy by the defaulting owner or any persons claiming under the defaulting owner, and an action may be brought by the Association or the purchaser at the sale in order to secure occupancy of the defaulting owner's Unit, the costs and attorney fees associated with which shall be awarded to the Association or the purchaser, as the case may be. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental value without regard to the value of the security.

M. Subordination of Lien to Mortgages. The lien provided for in this Article has priority over each other lien and encumbrance on a Unit except a first or second security interest on the Unit secured by a mortgage or deed of trust that is recorded before a recorded notice of lien by or on behalf of the Association, or a lien for real estate taxes or other governmental assessments or charges against the Unit. The sale or transfer of any Unit pursuant to mortgage or deed of trust foreclosure (but not a proceeding in lieu thereof) shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. Such sale or transfer shall not relieve the Unit from liability or lien for any Assessments or charges thereafter becoming due and shall not relieve any owner of his or her personal obligation for such amounts.

N. Statement of Unpaid Assessment & Payoff Information.

(1) The Association shall, upon demand at any time, furnish to any owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether assessments have been paid. The certificate shall be conclusive evidence of payment of any assessment therein stated as having been paid. A reasonable charge, as permitted by law and determined by the Management Committee, may be levied in advance by the Association for each certificate so delivered.

(2) The Association may charge a fee for providing Association payoff information needed in connection with the financing, refinancing, or closing of a Unit Owner's sale of the owner's Unit up to the maximum amount allowed by law.

O. Water Charges and Sewer Rents. Water shall be supplied to all of the condominium Units and the Common Elements through one or more building meters and the Management Committee shall pay, as a common expense, all charges for water consumed on the condominium property, together with all related sewer rents arising therefrom, promptly after the bills therefore are rendered.

(1) Gas. Gas shall be supplied to all condominium Units through the building meter or meters and the bills for the same shall be paid by the Management Committee as a common expense.

(2) Electricity. Electricity shall be supplied by the public utility company serving the area directly to each condominium Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his condominium Unit. The electricity serving the Common Elements shall be separately metered, and the Management Committee shall pay all bills for electricity consumed in such portions of the Common Elements, as a common expense. The Association shall provide and pay for electricity used in Common Areas and Facilities.

(3) Taxes. Each Unit and its percentage of undivided interest in Common Area and facilities shall be deemed to be a parcel and shall be subject to separate assessment and taxation by each assessing Unit and special district for all types of taxes authorized by law including, but not limited to, ad valorem liens and special assessments.

P. Fee Due on Transfer of Unit - Reinvestment Fee. Each time legal title to a Unit passes from one person to another, within thirty days after the effective date of such title transaction, the new Unit Owner shall pay to the Association (unless otherwise negotiated between buyer and seller) in addition to any other required amounts, a fee in the amount determined by the Board from time to time not to exceed \$500. The following are not subject to the fee: (1) an involuntary transfer; (2) a transfer that results from a court order; (3) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, or to a legal entity, such as a trust, in which the owner or the owner's spouse, son, daughter, father or mother hold a beneficial interest of at least fifty percent for estate

planning purposes; (4) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (5) the transfer of a Unit owned by a financial institution, except to the extent required for the payment of the Association's costs directly related to the transfer of the property, not to exceed two hundred fifty dollars.

12. INSURANCE.

A. Association Insurance.

(a) **Property and Liability Insurance.** The Association shall maintain a master insurance policy which includes: (1) blanket property insurance with not less than 100% of the full replacement cost for the physical structures in the condominium project, including Common Area and Facilities, Limited Common Areas and Facilities, and Units, and including fixtures, improvements and betterments to a Unit made by a Unit Owner, insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, and including earthquake coverage upon determination of the Management Committee; and (2) liability insurance having at least a One Million Dollar (\$1,000,000.00) limit per total claims that arise from the same occurrence, 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 Area and Facilities.

(1) The Association's property insurance shall include coverage for any fixture, improvement, or betterment installed by a Unit 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 element associated with a Unit.

(2) Each Unit Owner is an insured person under the Association's property insurance policy. Each Unit Owner is an insured person under a liability insurance policy that the Association obtains, but only for liability arising from: (i) the Unit Owner's ownership interest in the Common Area and Facilities, (ii) maintenance, repair, or replacement of Common Area and Facilities, and (iii) the Unit Owner's membership in the Association.

(b) **Fidelity Insurance or Bond.** The Association shall obtain and maintain adequate fidelity coverage to protect against dishonest acts by its officers, members of the committee, employees, and all others who are responsible for handling funds of the Association, including any property manager. Such fidelity coverage shall: (i) name the Association as an obligee; (ii) not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or managing agent, as the case may be, at any given time, and shall in no event be in an amount less than three months assessments on all Units plus reserves; (iii) contain an appropriate endorsement(s) to the policy to cover any persons who serve without compensation if the policy

would not otherwise cover volunteers, and to cover the Association's management agent, if the Association has delegated some or all of the responsibility for the handling of funds to a management agent; (iv) provide that coverage may not be canceled or substantially modified (including cancellation for nonpayment of premiums) without at least ten (10) days prior written notice to the Association or any insurance trustee.

(c) Flood Insurance. If any portion of the project is deemed to be located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program, the Association shall be required to obtain and pay the premiums upon a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy in an amount deemed appropriate by the Association but not less than the lesser of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) 100% of current replacement cost of all such buildings and other insurable property within such area.

(d) Directors and Officers (D&O) Insurance. The Association shall purchase and maintain insurance on behalf of any person who was or is a committee member or officer of the Association, and any other person the Association is required by law or contract to indemnify, against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

(e) Other Insurance. The Association shall obtain such other insurance if and to the extent required by law or as the committee deems necessary from time to time, such as workers' compensation insurance.

(f) Loss Not Exceeding Deductible. If, in the exercise of the business judgment rule, the Management Committee determines that a covered loss is likely not to exceed the policy deductible of the Association and until the covered loss exceeds the deductible of the property insurance of the Association and a claim is submitted to the property insurance insurer of the Association: (i) for a Unit to which a loss occurs, the Unit Owner's policy is considered the policy for primary coverage for the damage to that ; (ii) the Association shall pay for any loss for any Common Area and Facilities for which a loss occurs; (iii) a Unit Owner who does not have a policy to cover the damage to that Unit Owner's Unit is responsible for that Unit damage and the Association may, as provided herein, recover any payments the Association makes to remediate that Unit, and (iv) the Association need not tender the claim to the Association's insurer.

(g) The Association shall set aside an amount equal to the amount of the Association's property insurance policy deductible or \$10,000, whichever is less.

(h) An insurer under a property insurance policy issued to the Association shall adjust with the Association a loss covered under the Association's policy.

(i) Loss Due to Fault of Another. Neither the Declaration nor these Bylaws prevent a person suffering a loss as a result of damage to property from asserting a claim, either directly or through subrogation, for the loss against a person at fault for the loss, except that, notwithstanding the foregoing, an insurer under a property insurance policy or liability insurance policy obtained by the Association waives the insurer's right to subrogation under the policy against: (a) any person residing with the Unit Owner, if the Unit Owner resides in the Unit, and (b) the Unit Owner.

(j) Power of Attorney, Insurance Trustee. The Association may enter into an insurance trust agreement with a trustee (the "Insurance Trustee") who shall thereafter have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. By purchasing a Unit, all owners appoint the Association or any Insurance Trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining the insurance specified in this section, including: (1) the collection and appropriate disposition of the proceeds thereof; (2) the negotiation of losses and execution of releases of liability; (3) the execution of all documents; and (4) the performance of all other acts necessary to accomplish such purpose. By purchasing a Unit, all owners appoint the Association, or any trustee designated by the Association as attorney-in-fact for the purpose of representing the owners in condemnation proceedings or negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority.

(k) The Association, or insurance trustee if any, shall be authorized to hold any proceeds of insurance in trust for Unit Owners and their first mortgage holders as their interests may appear. The policies required herein for the Association must provide that they may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies. No policies shall require that contributions or assessments may be made against borrowers, FNMA, FHLMC, or the designee of FNMA or FHLMC. Loss payments shall not be contingent upon action by the carrier's board of directors, policyholders, or members. The policies shall include: (1) a waiver of the right of subrogation against Unit Owners individually, (2) that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such owners collectively.

(1) The Association shall use generally acceptable insurance carriers. Specific requirements for qualifications of insurance carriers may be found in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide.

B. Unit Owner Insurance Responsibility. For Units, the Association's policy is primary, but the Unit Owner is responsible for the deductible as follows:

(1) If a loss occurs that is covered by the Association's policy and by a Unit Owner's policy, the Association's policy provides primary insurance coverage, but the Unit Owner is responsible for the deductible of the Association of Unit Owners, and Coverage A of the Unit Owner's policy applies to that portion of the loss attributable to the policy deductible of the Association.

(2) If a Unit, or Limited Common Area element appurtenant to a Unit, suffers damage as part of a covered loss, the Unit Owner is responsible for an amount calculated by applying the percentage of total damage resulting in a covered loss that is attributable to Unit damage for that Unit to the amount of the deductible under the Association's policy. If a Unit Owner does not pay the amount required within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against a Unit Owner for that amount.

(3) The deductible under the Association's master policy shall be in amount set by the Committee which is \$25,000.00 at the time of this recording. This provision constitutes notice to each Unit Owner of the Owner's obligation for the Association's policy deductible. The deductible amount is subject to change from time to time by the Management Committee without amendment of the Declaration or these Bylaws. The Association shall provide notice to the Unit Owners of any change in the amount of the deductible.

(4) The Association's policy does not cover the contents of a Unit or a Unit Owner's personal property. Each Unit Owner is required to obtain insurance coverage for contents of their Unit, as well as for coverage for the Association's deductible in the event the owner has to pay the Association's deductible as provided above.

13. DESTRUCTION, DAMAGE OR CONDEMNATION

In the event of destruction, damage, or condemnation to part or all of the improvements in the project, the procedures of this Article shall apply.

A. Insurance Proceeds are Sufficient. If the proceeds of the insurance maintained by the Association are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.

B. Insurance Proceeds are Insufficient and Less Than 75% Destruction. If less than seventy-five percent (75%) of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Unit Owners shall be assessed for any deficiency on the basis of their respective appurtenant percentages of undivided ownership interest in the Common Area and Facilities, said assessment becoming a lien on the Units as provided in the Act.

C. Insurance Proceeds are Insufficient and 75% Destruction. If seventy-five percent (75%) or more of the project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Association are not alone sufficient to accomplish restoration, and if the Unit Owners within one hundred (100) days after the destruction or damage by a vote of at least seventy-five percent (75%) of the entire undivided ownership interest in the Common Area and Facilities of the project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under Section B above.

D. Insurance Proceeds Are Insufficient, 75% Destruction and Owners Elect Not to Reconstruct. If seventy-five percent (75%) or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Association are insufficient to accomplish restoration, and if the Unit Owners do not, within one hundred (100) days after the destruction or damage and by a vote of at least seventy-five percent (75%) of the entire undivided ownership interest in the Common Area and Facilities of the project, elect to not repair or reconstruct the affected improvements, the Association shall promptly record with the recorder of the county where the project is located a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31 of the Act shall apply, as may be amended from time to time, and shall govern the rights of all parties having an interest in the project or any of the Units.

E. Supervision by Management Committee; Appraisers. Any reconstruction or repair which is required to be carried out by this Article shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this Article regarding the extent of damage to or destruction of project improvements shall be made as follows: The Management Committee shall select three (3) appraisers; each appraiser shall independently estimate the percentage of project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Section shall be the median of the three (3) estimates.

F. Condemnation. In the event of a taking in condemnation or by eminent domain, part or all of the Common Elements, the award made for such taking shall be payable to the Management Committee subject to the rights of any mortgage holders to receive part or all of a given distribution according to the terms of the restricted mortgages. If 75% or more of the Unit Owners duly and promptly approve the repair and reconstruction of such Common Elements, and the Management Committee shall disburse the proceeds of such award to the contractors engaged in such repair and reconstruction in appropriate progress payments. In the event that 75% or more of the Unit Owners do not duly and promptly approve the repair and reconstruction of such Common Elements, the Management Committee shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage.

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

A. Mortgagee's Right to Notification and Default. Any holder of a first or second mortgage of any Unit is entitled to written notification from the Management Committee of any default by the mortgagor of such Unit (aka the Unit Owner) in the performance of such mortgagor's obligations under the Declaration which has not been cured within thirty (30) days.

B. Priority of Mortgagee over Certain Assessments. Any holder of a first or second mortgage or a deed of trust on any Unit which comes into possession of the Unit pursuant to the remedies provided in the mortgage or trust deed, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to acquisition of title to such Unit by the mortgagee (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit). After a foreclosure, however, a lien may be created to secure all assessments which may be enforceable as provided herein.

C. Prohibitions Imposed on Owners. Unless all holders of the first mortgage liens on individual Units have given their prior written approval, the Unit Owners shall not:

(1) Change the pro rate interest or obligation of any Unit for purposes of any common assessments and charges, determining ownership interests in Common Area and Facilities of the project and allocating distributions of hazard insurance proceeds or condemnation awards.

(2) Partition or subdivide any Unit or the Common Areas of the project.

(3) By act or omission seek to abandon the condominium status of the project except as provided by statute in case of destruction or taking in eminent domain.

15. AMENDMENT. The Unit Owners shall have the right to amend this Declaration and/or the map upon the approval and consent of Unit Owners representing not less than fifty-one percent (51%) of the total undivided interests in the Common Area and Facilities provided, however, that any amendment which would reduce the undivided ownership interest of any Unit Owner in the Common Area and Facilities must be consented to by all Unit Owners.

Any amendment that materially affects the right of mortgage holders requires their written consent to the amendment.

Any amendment shall be effective by the recordation of an instrument wherein the Management Committee certifies that the Unit Owners representing their required percentage of the undivided interest in the Common Area and Facilities have approved and consented to any such amendment.

16. COMPLIANCE AND ENFORCEMENT.

A. Compliance. Each owner, tenant or occupant of a Unit shall comply with the provisions of the Governing Documents, the Association's rules and regulations, and any applicable statute(s). Failure to comply therewith shall be grounds for an action or suit maintainable by the Association or an aggrieved owner as provided for by law. The voting rights of any owner more than 180 days' delinquent in his or her account with the Association shall be automatically suspended until the account is brought current, unless otherwise determined by the Committee to reinstate such privileges.

B. Remedies. Violation of any provisions of the Governing Documents (including failure to timely pay an assessment) or of any decision of the Association made pursuant to such documents, shall give the Management Committee acting on behalf of the Association, the right, but not the obligation, in addition to any other rights set forth in this Declaration or the Bylaws, or under law, to do any or all of the following after giving notice:

(1) Subject to the provisions of this Declaration, to enter the Unit as to which such violation exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist contrary to the intent and meaning of such provisions, and the Management Committee shall not thereby be deemed guilty of any manner of trespass, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished;

(2) To enjoin, abate, or remedy such thing or condition by appropriate legal proceeding;

(3) To levy fines, and any violation of any express rule, regulation, covenant, restriction, or term of any of the Governing Documents of the Association shall be subject to a fine as set forth in the Association's schedule of fines. If a fine is not established in a schedule of fines, then the fine shall be \$75 for the first violation and \$100 for second and

continuing violations. However, the schedule of fines shall be the primary source of the Association's fining structure. A subsequent violation of the same specific type occurring within 12 months of a prior violation shall be deemed the same violation for the purpose of notice and shall be subject to an immediate fine without further warning or notice;

(4) To terminate the right to receive utility or other services paid for by the Association, and to terminate the right of access to and use of recreational and service facilities of the Association until the correction of the violation has occurred;

(5) To suspend the voting rights of a Member, but not for longer than 180 days except in the case of a continuous violation;

(6) To bring suit or action against the Owner on behalf of the Association and other Owners to enforce the Governing Documents and the Association shall be entitled to recovery of its attorneys' fees and costs in such case.

C. Action by Owners. Subject to any limitation imposed under this Declaration, the Bylaws, or Utah law, an aggrieved owner may bring an action against such other owner or the Association to recover damages or to enjoin, abate, or remedy a thing or condition by appropriate legal proceedings.

D. Injunctive Relief. Nothing in this section shall prevent an owner, the Association, or other interested party from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

E. Notification of First Mortgagee. The Management Committee may notify in writing any first mortgagee of any individual Unit of any default in performance of the terms of this Declaration by the Unit Owner which is not cured within sixty (60) days provided such mortgagee has requested in writing to be so notified.

17. MISCELLANEOUS PROVISIONS.

A. Invalidity; Number; Captions. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability, or effect of the balance of this Declaration. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Declaration.

B. Premises Liability. The Association and the Management Committee are and shall remain wholly free and clear of any and all liability to, or claims by, all Unit Owners and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and

operation of, the Common Area or any of its improvements, fixtures, and facilities and a Unit Owner shall defend, indemnify and hold harmless the Association and Management Committee against such claim, loss or liability asserted by such Unit Owner or his or her guest, invitee, licensee, tenant, or visitor. In this respect, it shall be the affirmative duty and responsibility of each Unit Owner and user of the Common Area facilities to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area and its improvements and facilities shall use, enjoy, and visit, the same at their own risk and peril.

C. Interpretation. All questions of interpretation or construction of any of the covenants or restrictions in the Governing Documents shall be resolved by the Management Committee, and its decision shall be final, binding and conclusive on all parties affected for all purposes. The covenants, restriction and terms of this Declaration are to be interpreted broadly to give effect to the Association's role as the governing body of the project and to grant all the powers necessary for management of the common property, administration of the servitude regime, carrying out other functions set forth herein, and furthering the purposes of the Association. The enumeration of specific items, acts, rights, or powers in this instrument does not limit or restrict and is not to be construed or interpreted as limiting or restricting, the general powers granted to the Association or Management Committee except where powers are expressly restricted.

D. Recovery of Costs and Attorney Fees. The Association shall be entitled to recover its costs and attorney's fees incurred for enforcement of this Declaration regardless of whether any lawsuit or other action is commenced. Such costs and attorney's fees shall automatically be and constitute an assessment against the owner and the Unit. Additionally, the prevailing party shall be entitled to its attorney fees and costs in any dispute concerning any governing document, including an action dealing with the declaration of rights and obligations thereunder with or without a defaulting party, whether such costs and expenses are incurred with or without suit; before or after judgment; in any appeal; in any bankruptcy or receivership proceeding; or in connection with any alternative dispute resolution proceeding.

E. Joint Owners. In any case in which two or more persons share the ownership of any Unit, regardless of the form of ownership, the responsibility of such persons to comply with this Declaration shall be a joint and several responsibility and the act or consent of any one or more of such persons shall constitute the act or consent of the entire ownership interest; provided, however, that in the event such persons disagree among themselves as to the manner in which any vote or right of consent held by them shall be exercised with respect to a pending matter, any such person may deliver written notice of such disagreement to the Management Committee, and the vote or right of consent involved shall then be disregarded completely in determining the proportion of votes or consents given with respect to such matter in accordance with the Bylaws.

F. Lessees and Other Invitees. No damage to, or waste of the Common Areas or any part thereof shall be committed by any owner or any Unit occupant, guest, invitee, lessee of any owner,

and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused by any such person. Lessees, invitees, guests, Unit occupants, contractors, family members and other persons entering the property under rights derived from an owner shall comply with all of the provisions of the Governing Documents restricting or regulating the owner's use, improvement or enjoyment of such owner's Unit and other areas within the property. The owner shall be responsible for obtaining such compliance and shall be liable for any failure of compliance by such persons in the same manner and to the same extent as if the failure had been committed by the owner.

G. Waiver, Precedent and Estoppel. No restriction, condition, obligation or provision contained in this Declaration or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association, the Management Committee or any owner by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association, Management Committee or owner as to any similar matter.

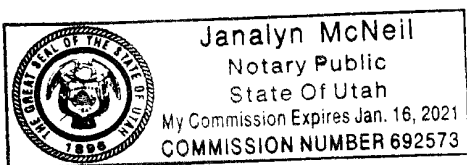
IN WITNESS WHEREOF, Creekside East Condominium Homeowners Association, has executed this Declaration this 15th day of October, 2019

**CREEKSIDE EAST CONDOMINIUM
HOMEOWNERS ASSOCIATION**

Heather Cross
By:
Its:

STATE OF UTAH)
) ss:
County of Salt Lake)

The foregoing instrument was acknowledged before me on this 15th day of October 2019, by Heather Cross, of Creekside East Condominium Homeowners Association.



Janalyn McNeil
Notary Public for Utah

EXHIBIT A

Legal Description

All Units and Common Area within CREEKSIDE EAST CONDO AMD according to the official plat thereof in the records of the Salt Lake County Recorder.

First parcel: 22074830020000

EXHIBIT B

Survey Map

EXHIBIT C
BYLAWS
OF
THE CREEKSIDE EAST CONDOMINIUM

ARTICLE I

Plan of Condominium Unit Ownership

Section 1. Condominium Unit Ownership. The property located at 5300 South 560 East, Murray City, Utah and more particularly described as Appendix “A”, hereinafter called the condominium or project, has been submitted to the provisions of Utah Condominium Ownership Act, by the Declaration recorded in the office of the County Recorder, Salt Lake County, simultaneously herewith.

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the condominium and to the use and occupancy thereof. The term condominium property as used herein shall include the land, the buildings, and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Utah Condominium Act.

Section 3. Application. All present and future owners, mortgagees, lessees, and occupants of condominium units and their employees, and any other persons who may use the facilities of the condominium in any manner are subject to these Bylaws, the Declaration, and rules and regulations pertaining to the use and operation of the condominium property. The acceptance of a deed or conveyance or that entering onto of a lease, or the act of occupancy of an apartment unit shall constitute an acceptance of the provisions of these instruments and an agreement to comply therewith.

Section 4. Office. The office of the condominium and of the management shall be located at 5319 South 560 East, Unit A, Murray, Utah or at the location of managing agent.

ARTICLE II
Management Committee

Section 1. Number and Qualification. The affairs of the condominium shall be governed by the Management Committee. The Management Committee shall be composed of seven (7) persons, all of whom shall be the owners, spouses of owners, or mortgagees of condominium Units; or, in the case of partnership owners or mortgagees, members or employees of such partnership, or in the case of corporate owners or mortgagees, officers, shareholders or employees of such corporations; or in the case of fiduciary owners or mortgages, fiduciaries or officers, or employees of such fiduciaries. At all times no fewer than three (3) members of the Management Committee shall be selected from individuals owning or having mortgages on two-bedroom

townhouse condominium units. At all times no fewer than three (3) members of the Management Committee shall be selected from individuals owning or having mortgages on one-bedroom condominium units.

Section 2. General Powers and Duties. The Management Committee shall have the powers and duties necessary for the administration of the affairs of the condominium, except as such powers and duties as by law, by the Declaration or by these Bylaws may not be delegated to the Management Committee by the Unit Owners. The powers and duties to be exercised by the Management Committee shall include but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the common elements, including the pool and clubhouse;
- (b) Determination of the amounts required for operation, maintenance, and other affairs of the condominium;
- (c) Collection of the common charges from the Unit Owners;
- (d) Employment and dismissal of personnel as necessary for the efficient maintenance and operation of the condominium;
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the condominium property;
- (f) Opening of Bank accounts on behalf of the condominium and designating the signatories required therefore;
- (g) Borrowing money and/or securing financing up to \$70,000 without a vote of the Owners. For amount beyond \$70,000, a majority of voting members must approve such action.
- (h) Obtaining insurance for the condominium property, including the condominium units, pursuant to the provisions contained in the Declaration;
- (i) Making repairs, additions and improvements to, or alterations of, the condominium property, and repairs to and reconstruction of the property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- (j) Taking all steps necessary to incorporate the Association of Unit Owners under the provisions of the Utah Business Corporation Act Section 16-10-1 et seq. Utah Code Annotated (1953 as amended).

Section 3. Specific Powers. In addition to powers granted by the Declaration, these Bylaws or by resolutions of the Association, the Utah Revised Nonprofit Corporation Act or other applicable law, the Management Committee shall have the power to: (a) declare the office of a member of the Management Committee to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Management Committee; (b) or in the event

that a Committee member fails to reasonably perform tasks assigned to them; or (c) fails to abide by the Governing Documents, including being more than sixty (60) days delinquent in their assessment. In such event, and in the Management Committee's discretion, a replacement Committee member may be appointed to carry out the remaining term of the removed Committee member.

Section 4. Best Interest of Association and Reliance on Information. A Committee member or officer shall discharge the committee member or officer's duties (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the Committee member or officer reasonably believes to be in the best interests of the Association. The Management Committee members shall, at all times, keep themselves reasonably informed and take such steps and necessary actions as a reasonable, prudent person would do to serve the best interest of the Association.

In discharging duties, a committee member or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Association whom the committee member or officer reasonably believes to be reliable and competent in the matters presented, (b) legal counsel, a public accountant, or another person as to matters the committee member or officer reasonably believes are within the person's professional or expert competence, or (c) in the case of a committee member, a sub-committee of the Association or Management Committee of which the committee member is not a member if the committee member reasonably believes the sub-committee merits confidence.

Section 5. Managing Agent and Manager. The Management Committee may employ for the condominium a managing agent and a manager at a compensation established by the Management Committee to perform such duties and services as the Management Committee shall authorize, including, but not limited to the duties listed in the subdivisions (a), (c), (d), (h) and (i) of Section 2 of this Article II.

The Management Committee may not delegate to the manager or managing agent the powers set forth in subdivisions (b), (e), (f), (g), (j) of Section 2 of this Article II.

Any agreement for a professional management of the condominium project must provide for termination by either party with or without cause or the payment of a termination fee on ninety (90) days or less written notice. The maximum time period for such contracts or agreements is three (3) years.

Section 6. Election and Term of Office. At the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Members of the Management Committee shall serve for a term of three (3) years. The terms shall be staggered so all Committee members are never elected in the same year.

Section 7. Removal of Members of Management Committee.

(a) At any regular or special meeting of Unit Owners, after the Unit Owners have assumed the management responsibility, any one or more of the members of the Management Committee may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Management Committee whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

(b) The Management Committee may declare the office of a member of the Management Committee to be vacant in the event such member is absent from three (3) consecutive regular meetings of the Management Committee or from more than twenty-five percent (25%) of the regular meetings held in any twelve (12) month period. The vacancy shall be filled as provided in Section 8 below.

Section 8. Vacancies. Vacancies in the Management Committee caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by a vote of majority of the remaining Committee members at a special meeting of the Management Committee held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such a meeting may constitute less than a quorum, and each person so elected shall be a member of the Management Committee for the remainder of the term of the member so removed.

Section 9. Organization Meeting.

(a) Location, Date and Time. The first meeting of a newly-elected Management Committee shall be held within ten (10) days of election at such place, date and time as shall be fixed by the committee members at the meeting at which the committee members were elected and no notice shall be necessary to owners or to the newly elected committee members in order to legally hold the meeting providing a majority of the elected committee members are present.

(b) Procedure and Business. Until the election of new officers, the meeting shall be chaired by the outgoing president, or in the absence of such person, the outgoing secretary, regardless of whether the outgoing president or secretary is as member of the newly constituted committee. At the organizational meeting, the Management Committee shall elect officers in accordance with Article IV, Section 2 below and may conduct any other Association business.

Section 10. Regular Meetings. Regular meetings of the Management Committee shall be held at such, date, place and hour as may be fixed from time to time by the Committee, and if so fixed, no notice thereof need be given. Should the meeting fall upon a legal holiday, then that meeting shall be held at another date and time agreed upon by the Management Committee with notice to all members of the Management Committee.

Section 11. Special Meetings. Special meetings of the Management Committee may be called by the president on three business days' notice to each member of the Management Committee, given by mail, electronic mail, telephone, or facsimile, unless waived pursuant to section 12 below, which notice shall state the time, place and purpose of the meeting. Special

meetings of the Management Committee shall be called by the president or secretary in like manner and on like notice on the written request of at least three members of the Management Committee.

Section 12. Waiver of Notice. Any member of the Management Committee may, at any time, waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at any meeting of the Management Committee shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Management Committee are present at any meetings of the Management Committee, no notice shall be required, and any business may be transacted at such meeting.

Section 13. Quorum of Management Committee. At all meetings of the Management Committee, a five (5) Committee members shall constitute a quorum and a majority of a quorum shall transact business, and the vote of a majority of the members of the Management Committee present at a meeting at which a quorum is present shall constitute the decision of the Management Committee. If, at any meeting of the Management Committee there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Committee member may be considered to be present at a meeting and to vote if the Committee member has granted a signed written proxy: (i) to another Committee member, who is present at the meeting; and (ii) authorizing the other Committee member to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy (a directed proxy).

Section 14. Meeting Procedure. Unless other rules of order are adopted by resolution of the Management Committee: (a) meetings of the Management Committee shall be conducted by the President (or an agent to whom such task was delegated); (b) a decision of the Management Committee may not be challenged because the appropriate rules of order were not used; (c) a decision of the Management Committee is deemed valid without regard to any procedural errors related to the rules of order unless the error appears on the face of a written instrument memorializing the decision.

Section 15. Open Meetings; Executive Sessions.

(a) Open Meetings. Except as provided in subsection (b) below, all meetings of the Management Committee shall be open to Unit Owners. However, no owner shall have a right to participate in the Management Committee meeting unless the owner is also a member of the Committee. The president or Committee shall have the authority to exclude an owner who disrupts the proceedings at a Committee meeting.

(b) Executive Sessions. In the discretion of the Committee, the following matters may be considered in executive session:

- (1) Consultation with legal counsel concerning the rights and duties of the Association regarding existing or potential litigation or criminal matters;
- (2) Personnel matters, including salary negotiations and employee discipline;
- (3) The negotiation of contracts with third parties;
- (4) Collection of unpaid assessments; and
- (5) Other matters of a sensitive, private, or privileged nature at the discretion of the Committee.

(c) Executive Session Procedure. Except in the case of an emergency, the Management Committee shall vote in an open meeting whether to meet in executive session. If the Committee votes to meet in executive session, the president or other presiding officer shall state the general nature of the action to be considered and, as precisely as possible, when and under what circumstances the deliberations can be disclosed to owners. The statement, motion or decision to meet in executive session must be included in the minutes of the meeting.

Section 16. Meetings by Telephonic or Electronic Communication, Including E-Mail. In the event of an emergency, or by decision of the Committee, meetings of the Management Committee may be conducted by telephonic communication or by the use of a means of communication that allows all members of the Management Committee participating to hear each other simultaneously or otherwise to be able to communicate during the meeting.

Section 17. Fidelity Bonds. The Management Committee shall obtain adequate fidelity bonds for all officers and employees of the condominium handling or responsible for condominium funds. The premiums on such bonds shall constitute a common expense.

Section 18. Compensation. No member of the Management Committee shall receive any compensation from the condominium for acting as such. However, any Committee member may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 19. Liability of the Management Committee. The members of the Management Committee shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Management Committee against all contractual liability to others arising out of contracts made by the Management Committee on behalf of the condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. The members of the Management Committee shall have no personal liability with respect to any contract made by them on behalf of the Association of Unit Owners. It is intended that the liability of any Unit Owner arising out of any contract made by the Management Committee or out of the indemnity in favor of the members of the Management Committee shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the Unit Owners in the common elements. Every agreement made by the Management Committee or by the managing agent or by the manager on behalf of the condominium shall provide that the members of the Management Committee or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and

that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bear to the interests of all Unit Owners in the common elements.

Section 20. Right of Entry. The Management Committee or its duly authorized agents shall have the right to enter any or all Units in the case of an emergency originating in or threatening such unit or any part of the project, whether or not the Unit Owner or occupant thereof is present at the time. The Committee or its duly authorized agent shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of performing emergency installations, alterations, or repairs to the mechanical, electrical or other utility devices or installations located therein or thereon, provided, however, that such emergency, installation, alteration or repair is necessary to prevent damage or threatened damage to such Units or Units in the project; and provided further, that the Unit Owner affected by such entry shall first be notified thereof if available and if time and circumstances shall permit.

Section 21. Administrative Rules and Regulations. The Management Committee shall have the power to adopt, establish and amend by resolution, such building management, and operational rules as it may deem necessary for the maintenance, operation, management and control of the project and the Committee may from time to time by resolution, alter, amend and repeal such rules. When a copy of any amendment or alteration or provision for repeal of any rule or rules has been furnished to the Unit Owners, such amendment, alteration, or repeal shall be deemed to be a part of such rules. Unit Owners shall at all times, obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision it being understood that such rules shall apply to, and be binding upon all Unit Owners and/or occupants of any Unit.

Section 22. Obligation to Comply with Rules. Each Unit Owner, tenant, or occupant of a Unit shall comply with the provisions of the Act, Declaration, Bylaws, the rules and regulations, all agreements and determinations lawfully made and/or entered into by the Management Committee or Unit Owners, when acting within the scope of their authority and any failure to comply with any of the provisions thereof shall be grounds for an action by the Management Committee for injunctive relief and/or to recover for any loss or damage resulting therefrom.

ARTICLE III Unit Owners

Section 1. Annual Meetings. The annual meetings of the Unit Owners shall be held each year on the day and at a time and place within the State of Utah selected by the Management Committee. At such meetings the Management Committee shall be elected by ballot of the Unit Owners in accordance with the requirements of these Bylaws. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the condominium or at such other suitable place convenient to the owners as may be designated by the Management Committee.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Management Committee or upon a petition signed and presented to the Secretary by Unit Owners owning a total of at least 25% of the total voting rights of the Association. The notice of any special meeting shall state the time, place, and purpose of the meeting. No Business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, in a fair and reasonable manner, including by delivering a copy of such notice to each member entitled to vote thereat, in accordance with the notice requirements specified in these Bylaws, and sufficiently in advance of the meeting to provide fair and reasonable notice of the meeting, as determined by the Committee. Notice shall always be deemed fair and reasonable if given ten (10) days before the meeting, but shorter notice may also be fair and reasonable when all the circumstances are considered. The notice shall specify the place, day and hour of the meeting, and must include a description of any matter that must be approved by the members and, in the case of a special meeting, the purpose of the meeting. Notice may be provided by electronic mail; however, any Owner may request that written, regular United States mail, postage prepaid, be used for all notices given under the Declaration and Bylaws instead of or in addition to, electronic mail.

Notice that is sent by electronic mail must be based on an email address provided by the Unit Owner and it is the Owner's obligation to inform the Association of any changes in the e-mail address, otherwise it shall be presumed current.

Section 5. Order of Business. The order of business at all meetings of the Unit Owners shall be conducted in a manner similar to that as follows: (Failure to follow this precise Order of Business shall in no way invalidate a meeting.)

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of proceeding meeting;
- (d) Reports of officers;
- (e) Report of Management Committee;
- (f) Reports of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the Management Committee (when so required);
- (i) Unfinished business; and
- (j) New business.

Section 6. Title to Condominium Units. Title to condominium units may be taken in the name of the individual or in the names of two or more person, as tenants in common or as joint tenants, or in the name of a corporation or partnership, a trust, or in the name of a fiduciary.

Section 7. Voting. Each Unit shall be allocated a vote in the affairs of the Association equal to the percentage of undivided interest in the Common Areas and Facilities appertaining to such Unit, and as further set forth in Exhibit D. The Management Committee shall be entitled to vote

on behalf of any Unit which has been acquired by or on behalf of the Association, except the Management Committee shall not be entitled to vote such Units in any election of Committee members. In other words, each Unit shall have one (1) vote, but that vote shall be “weighted” based on its allocated percentage as stated on Exhibit D.

Section 8. Proxies, Absentee Ballots and Rights of Mortgagees.

(a) Proxies. A vote may be cast in person or by proxy. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated and signed by such Owner and shall be filed with the Secretary in accordance with procedures adopted by the Committee by resolution or as stated in the notice of the meeting. A proxy shall be valid for, and only for the meeting (and any adjournment of the meeting) for which it was solicited, unless otherwise expressly stated in the proxy as having a longer duration. If no duration is stated in the proxy itself, a proxy shall be valid for no longer than eleven (11) months from the date it was signed. No proxy shall be valid if it purports to be revocable without notice. An Owner may not revoke a proxy given except by actual notice of revocation to the person presiding over a meeting, or to the Committee if a vote is being conducted by written ballot in lieu of a meeting. Every proxy shall automatically cease upon sale of the unit.

(b) Absentee Ballots. A vote may be cast by absentee ballot.

(c) Mortgagee Rights. An Owner may pledge or assign the owner’s voting rights to a mortgagee. In such a case, the mortgagee or its designated representative shall be entitled to receive all notices to which the owner is entitled hereunder and to exercise the owner’s voting rights from and after the time that the mortgagee shall have given written notice of the pledge or assignment to the Management Committee. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

Section 9. Majority of Unit Owners. As used in these Bylaws the term “majority of Unit Owners” shall mean those Unit Owners having more than 50% of those voting based on percentage interests, present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 10. Quorum.

(a) At any regular annual meeting or special meetings of the Association, the Members that are represented for any purpose at the annual meeting shall constitute a quorum, except for matters requiring a higher or lower quorum as expressly provided in the Declaration or these Bylaws.

(b) When a quorum is once present to organize a meeting, it cannot be broken by the subsequent withdrawal of an owner.

Section 11. Majority Vote Definition. The vote of a majority of the allocated percentage interests assigned to a Unit of those present at a meeting (in person, proxy, mail in ballot, electronic

ballot) at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.

Section 12. Fiduciaries and Joint Owners.

(a) Fiduciaries. An executor, administrator, guardian, spouse, significant other, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any unit owned or held in such capacity, whether or not the same shall have been transferred to his or her name; provided, that the person shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee holding the Unit in such capacity.

(b) Joint Owners. Whenever any Unit is owned by two or more persons jointly, according to the records of the Association, the vote of the Unit may be exercised by any one (1) of the Owners then present in the absence of protest by a co-owner. In the event of a protest by a co-owner, no one single co-owner shall be entitled to vote without the approval of all co-owners. In the event of disagreement among the co-owners, the vote of the Unit shall be disregarded completely in determining the proportion of votes given with respect to the matter.

Section 13. Actions by Written Ballot in Lieu of Meeting. Any action that may be taken at any annual, regular, or special meeting of members may be taken without a meeting if the Association causes to be delivered a written ballot to every member entitled to vote on the matter not less than fourteen (14) days prior to the date on which the ballots must be received by the Association in order to be counted. A written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot pursuant to this section shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; specify the time by which a ballot must be received by the Association in order to be counted; and be accompanied by written information sufficient to permit each person casting such ballot to reach an informed decision on the matter. In the event the action is for election of Committee members, there shall be space on the ballot to write in nominations. Action taken under this section has the same effect as action taken at a meeting of members and may be described as such in any document. The Management Committee may elect to conduct a vote pursuant to this section by a secrecy procedure whereby a written ballot is accompanied by: (1) a secrecy envelope; (2) a return identification envelope to be signed by the owner; and (3) instructions for marking and returning the ballot. Written ballots that are returned in secrecy envelopes may not be examined or counted before the deadline for returning ballots has passed.

ARTICLE IV
Officers

Section 1. Designation. The principal officers of the condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the

Management Committee. The Management Committee may appoint an Assistant Treasurer, and Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Secretary must be members of the Management Committee.

Section 2. Election and Vacancies. Officers shall be elected annually by the Management Committee at the organization meeting of each new Management Committee and shall hold office at the pleasure of the Management Committee. If any office becomes vacant by reason of death, resignation, removal, disqualification or any other cause, the Management Committee shall elect a successor to fill the unexpired term.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Management Committee, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Management Committee or at any special meeting of the Management Committee called for such purpose.

Section 4. Resignation. Any officer may resign at any time by giving written notice to the Management Committee, the president or the secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of the resignation shall not be necessary to make it effective.

Section 5. President. The President shall be the chief executive officer of the condominium. He/she shall preside at all meetings of the Unit Owners and of the Management Committee. He/she shall have all of the general powers and duties which are incident to the office of president of an Association, including but not limited to the power to appoint from among the Unit Owners any committee which he decides is appropriate to assist in the conduct of the affairs of the condominium.

Section 6. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Management Committee shall appoint some other member of the Management Committee to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Management Committee or by the President.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Management Committee. He/She shall have charge of such books and papers as the Management Committee may direct; shall have the responsibility for preparation and maintenance other records and information required to be kept by the Association under the Act and under Section 16-6a-1601 of the Utah Revised Nonprofit Corporation Act; and for authenticating records of the nonprofit corporation, and in general, shall perform all of the duties incident to the office of secretary.

Section 8. Treasurer. The treasurer shall have responsibility for the Association's funds and securities not otherwise held by a managing agent and shall be responsible for causing full and accurate accounts of all receipts and disbursements to be kept in books belonging to the Association. The treasurer shall be responsible for causing the deposit of all monies and other

valuable effects in the name and to the credit of the Association in such depositories as may, from time to time, be designated by the Management Committee and disbursing funds as directed by resolution of the Management Committee.

Section 9. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the condominium shall be executed by any two officers of the condominium or by such other person or persons as may be designated by the Management Committee.

Section 10. Compensation of Officers. No officer shall receive any compensation from the condominium for acting as such.

ARTICLE V **Records and Audits**

The Association shall maintain within the State of Utah, all documents, information and other records of the Association in accordance with the Declaration, these Bylaws and the Utah Revised Nonprofit Corporations Act in the manner prescribed by a resolution adopted by the Management Committee.

Section 1. Records and Audits. General Records.

(a) The Management Committee and managing agent or manager, if any, shall keep records of the actions of the Management Committee and managing agent or manager; minutes of the meetings of the Management Committee; and minutes of the meeting of the Association.

(b) The Management Committee shall maintain a book of resolutions containing the rules, regulations, and policies adopted by the Association and Management Committee.

(c) The Management Committee shall maintain a list of Owners. The list of Owners may specify whether the owner is an Owner in good standing or a suspended owner.

(d) The Association shall retain within this state, all records of the Association for not less than the period specified in applicable law.

Section 2. Records of Receipts and Expenditures. The Management Committee or its designee shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the condominium, itemizing the maintenance and repair expenses of the Common Area or Association property and any other expenses incurred.

Section 3. Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. The account shall designate the Unit number, the name and address of the owner or owners, the amount of each assessment against the Owners, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance due on the assessments.

Section 4. Financial Reports and Audits.

(a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Management Committee to all owners and to all mortgagees of units who have requested the same in writing within ninety (90) days after the end of each fiscal year.

(b) From time to time, the Management Committee, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the owners and mortgagees of Units.

(c) The Association shall use cash-based accounting rather than the accrual method unless otherwise changed by a majority of the Management Committee.

Section 5. Inspection of Records by Owners.

(a) Except as otherwise provided in Section 6 below, all records of the Association shall be reasonably available for examination by an owner and any mortgagee of a unit pursuant to the Utah Revised Nonprofit Corporation Act.

(b) The Management Committee shall maintain a copy, suitable for the purposes of duplication, of the following: (1) the Declaration, Bylaws and any amendments in effect or supplements thereto, and rules and regulations of the Association; (2) the most recent financial statements prepared pursuant to Section 4 above; and (3) the current operating budget of the Association.

(c) The Association, within five (5) business days after receipt of a written request by an owner, shall furnish the requested information required to be maintained under this Section, subject to a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

(d) The Management Committee, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this section. The fee may include reasonable personnel costs incurred to furnish the information.

Section 6. Records Not Subject to Inspection. Records kept by or on behalf of the Association may be withheld from examination and duplication to the extent the records concern:

(a) Personnel matters relating to a specific identified person or a person's medical records.

(b) Contracts, leases and other business transactions that are currently under negotiation to purchase or provide goods or services.

(c) Communications with legal counsel that relate to matters specified in subsections (a) and (b) of this section, and any other communications with legal counsel that are protected by any privilege, including the attorney client privilege.

(d) Disclosure of information in violation of law.

(e) Documents, correspondence or management or Committee reports compiled for or on behalf of the Association or the Management Committee by its agents or committees for consideration by the Management Committee in executive session held in accordance with these Bylaws.

(f) Documents, correspondence or other matters considered by the Management Committee in executive session held in accordance with these Bylaws and the minutes of any executive session.

(g) Files of individual owners, other than those of a requesting owner or requesting mortgagee of an individual owner, including any individual owner's file kept by or on behalf of the Association.

(h) Email addresses of Owners unless the Owners have expressly authorized that their emails be distributed to members. Otherwise, emails shall be used by the Management Committee only for Association business.

ARTICLE VI Miscellaneous

Section 1. Notices.

(a) Association. All notices to the Association or the Management Committee shall be sent care of the managing agent or, if there is no managing agent, to the principal office of the Association or to such other address as the Management Committee may hereafter designate from time to time.

(b) Owners.

(1) Notice by Electronic Means. In addition to any reference of electronic means in these Bylaws, in any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including text message, email, or an Association website, if the Management Committee deems the notice to be fair and reasonable. A member may require the Association, by written demand, to provide notice to the member by mail. The Management Committee is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(2) Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Management Committee, or if no address has been designated, then to the owner's unit.

(3) If a Unit is jointly owned or the unit has been sold under a land sale contract, notice shall be sent to a single address, of which the Secretary has been notified in writing by such parties. If no address has been given to the Secretary in writing, then mailing to the unit shall be sufficient.

Section 2. Affairs, Electronic Means. Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Committee does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

Section 3. Waiver, Precedent and Estoppel. No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

Section 4. Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

Section 5. Fiscal Year. The fiscal year of the Association shall be determined by the Committee in its discretion.

Section 6. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 7. Definitions from Declaration. The definitions contained in or adopted by the Declaration shall be applicable to these Bylaws.

Section 8. Notices. All notices to the Management Committee shall be sent by regular, registered, certified mail **or** electronic mail, in care of the managing agent, or if there is no managing agent, to the office of the Management Committee or to such other address as the Management Committee may hereafter designate from time to time. All notices to any Unit Owner

shall be sent by regular mail or electronic mail to the last known address (or email address) provided by the Owner.

Section 9. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE VII
Amendments to Bylaws

These Bylaws may be modified or amended by the vote no less than 51% of the holders of the total undivided ownership interests of all Unit Owners at a meeting of Unit Owners duly for such purposes.

IN WITNESS WHEREOF, the Association has caused these Bylaws to be executed by its duly authorized officers on this 15th day of October, 2019.

**CREEKSIDE EAST CONDOMINIUM
HOMEOWNERS ASSOCIATION**

(Sign): Heather Cross
(Print Name): Heather Cross, President

(Sign): Rebecca Tasker
(Print Name): Rebecca Tasker, Secretary

EXHIBIT D

Units; Allocated Interests in Common Areas

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>PAR VALUE</u>	<u>VOTES</u>
BUILDING A			
5319 B	1 Bedroom First Floor	1.370%	1
5319 C	1 Bedroom Second Floor	1.370%	1
5319 D	1 Bedroom Second Floor	1.370%	1
5319 E	2 Bedroom Third Floor	1.541 %	1
5319 F	2 Bedroom Third Floor	1.541 %	1
5320 H	1 Bedroom First Floor	1.370%	1
5320 I	1 Bedroom Second Floor	1.370%	1
5320 J	1 Bedroom Second Floor	1.370%	1
5320 K	2 Bedroom Third Floor	1.541 %	1
5320 L	2 Bedroom Third Floor	1.541 %	1
5323 A	1 Bedroom First Floor	1.370%	1
5323 B	1 Bedroom First Floor	1.370%	1
5323 C	1 Bedroom Second Floor	1.370%	1
5323 D	1 Bedroom Second Floor	1.370%	1
5323 E	2 Bedroom Third Floor	1.541 %	1
5323 F	2 Bedroom Third Floor	1.541 %	1
5324 G	1 Bedroom First Floor	1.370%	1
5324 H	1 Bedroom First Floor	1.370%	1
5324 I	1 Bedroom Second Floor	1.370%	1
5324 J	1 Bedroom Second Floor	1.370%	1
5324 K	2 Bedroom Third Floor	1.541 %	1
5324 L	2 Bedroom Third Floor	1.541 %	1
5327 A	1 Bedroom First Floor	1.370%	1
5327 B	1 Bedroom First Floor	1.370%	1
5327 C	1 Bedroom Second Floor	1.370%	1
5327 D	1 Bedroom Second Floor	1.370%	1
5327 E	2 Bedroom Third Floor	1.541 %	1
5327 F	2 Bedroom Third Floor	1.541 %	1
5328 G	1 Bedroom First Floor	1.370%	1
5328 H	1 Bedroom First Floor	1.370%	1
5328 I	1 Bedroom Second Floor	1.370%	1
5328 J	1 Bedroom Second Floor	1.370%	1
5328 K	2 Bedroom Third Floor	1.541 %	1
5328 L	2 Bedroom Third Floor	1.541 %	1

BUILDING B

5321 A	1 Bedroom First Floor	1.370%	1
5321 B	1 Bedroom First Floor	1.370%	1
5321 C	1 Bedroom Second Floor	1.370%	1
5321 D	1 Bedroom Second Floor	1.370%	1
5321 E	2 Bedroom Third Floor	1.541 %	1
5321 F	2 Bedroom Third Floor	1.541%	1
5322 G	1 Bedroom First Floor	1.370%	1
5322 H	1 Bedroom First Floor	1.370%	1
5322 I	1 Bedroom Second Floor	1.370%	1
5322 J	1 Bedroom Second Floor	1.370%	1
5322 K	2 Bedroom Third Floor	1.541 %	1
5322 L	2 Bedroom Third Floor	1.541%	1
5325 A	1 Bedroom First Floor	1.370%	1
5325 B	1 Bedroom First Floor	1.370%	1
5325 C	1 Bedroom Second Floor	1.370%	1
5325 D	1 Bedroom Second Floor	1.370%	1
5325 E	2 Bedroom Third Floor	1.541 %	1
5325 F	2 Bedroom Third Floor	1.541%	1
5326 G	1 Bedroom First Floor	1.370%	1
5326 H	1 Bedroom First Floor	1.370%	1
5326 I	1 Bedroom Second Floor	1.370%	1
5326 J	1 Bedroom Second Floor	1.370%	1
5326 K	2 Bedroom Third Floor	1.541 %	1
5326 L	2 Bedroom Third Floor	1.541%	1
5329 A	1 Bedroom First Floor	1.370%	1
5329 B	1 Bedroom First Floor	1.370%	1
5329 C	1 Bedroom Second Floor	1.370%	1
5329 D	1 Bedroom Second Floor	1.370%	1
5329 E	2 Bedroom Third Floor	1.541 %	1
5329 F	2 Bedroom Third Floor	1.541%	1
5330 G	1 Bedroom First Floor	1.370%	1
5330 H	1 Bedroom First Floor	1.370%	1
5330 I	1 Bedroom Second Floor	1.370%	1
5330 J	1 Bedroom Second Floor	1.370%	1
5330 K	2 Bedroom Third Floor	1.541 %	1
5330 L	2 Bedroom Third Floor	1.541%	1