

When recorded, please return to:

Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, UT 84111  
Attn: Robert A. McConnell, Esq.

Ent **149607** Bk **356** Pg **1264**  
Date: 11-DEC-2019 12:14:11PM  
Fee: \$48.00 Credit Card Filed By: CB  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: COTTONWOOD MEADOWS VILLAGE LLC

---

Space Above for Recorder's Use

## **DECLARATION OF CONDOMINIUM**

**FOR**

### **MEADOW PARK WEST 5A CONDOMINIUM**

Cottonwood Meadows Village, LLC  
Declarant

**DECLARATION OF CONDOMINIUM**

**FOR**

**MEADOW PARK WEST 5A CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM (“**Declaration**”) is made as of December 11, 2019, by Cottonwoods Meadow Village, LLC, a Utah limited liability company (“**Declarant**”).

**RECITALS**

A. Gardner Cottonwood Creek, L.C., a Utah limited liability company (“**Master Declarant**”), is the declarant under the Declaration of Covenants, Conditions, Restrictions and Easements for The Cottonwoods at Mountain Green, dated and recorded October 12, 2004, as Entry No. 097334 in Book 210 at Page 170 of the official records of Morgan County, Utah (as amended prior to the date hereof, the “**Master Declaration**”). Any capitalized term used but not defined in this Declaration will have the meaning attributed to it in the Master Declaration.

B. On December 11, 2019, Declarant recorded the plat entitled “Meadow Park West 5A-1 Condominium, a Utah Condominium Project” as Entry Number 149606 in Book 0356 at Page 1262 - 1263 of the official records of Morgan County, Utah (“**Plat**”).

C. The Master Declaration provides that Projects may be created within The Cottonwoods in accordance with the Master Declaration, and Declarant desires to designate the Land, as said Land is further described and depicted on the Plat, as a Project in The Cottonwoods to be known as “Meadow Park West 5A Condominium” (the “**Condominium Project**”), and to subject the Condominium Project to the covenants, conditions, restrictions, and easements set forth in this Declaration.

D. The Master Declarant has consented to the designation of the Condominium Project as a Project in the Cottonwoods.

**DECLARATION**

**Article 1**

**DEFINITIONS**

As used in this Declaration, the following terms will have the meanings attributed to them in this Article.

1.1 **Act.** The Utah Condominium Ownership Act, Utah Code §57-8-1, et. seq. (2018).

1.2 **Additional Land.** The real property described in Section 18.06 which has not yet been submitted to the provisions of the Act, but which may hereafter be added as a whole or in part to the Condominium Project as provided in Article so as to permit the Declarant to develop the Land and Additional Land in multiple phases.

1.3 **Area.** The total square footage of the ground thereof, rounded to the nearest whole number, and computed as follows on the basis of dimensions shown on the Plat. The measurements used in determining Area will run from the property lines of the Unit concerned. Declarant's determination of the Area of a Unit, as set forth in this Declaration or in any amendment to this Declaration, will be conclusive as long as the measurement substantially complies with the provisions of this Section and is not arbitrary.

1.4 **Articles.** The articles of incorporation of the Association, as amended.

1.5 **Assessment.** A General Assessment, Special Assessment, or Individual Assessment levied and assessed under Article 7.

1.6 **Assessment Lien.** Defined in Section 7.8.

1.7 **Association.** Meadow Park at the Cottonwoods Condominium Association, Inc., a Utah nonprofit corporation, and its successors and assigns.

1.8 **Association Documents.** This Declaration, the Articles, the Bylaws, and the Rules and Regulations, as amended.

1.9 **Bylaws.** The bylaws of the Association, as amended. A copy of the initial Bylaws is attached to this Declaration as Exhibit B.

1.10 **Common Areas.** The General Common Areas and the Limited Common Areas.

1.11 **Common Expenses.**

(a) any and all costs and liabilities incurred by or on behalf of the Association, including costs of (i) managing, operating, insuring, improving, repairing, replacing, and maintaining the Common Areas; (ii) providing facilities, utilities, services, and other benefits to the Condominium Project and the Owners; (iii) administering and enforcing the covenants, conditions, restrictions, reservations, and easements created by the Association Documents; (iv) levying, collecting, and enforcing the Assessments, charges, and liens imposed under the Association Documents; (v) regulating and managing the Condominium Project; and (vi) operating the Association;

(b) costs and liabilities imposed on the Association by the Master Association or incurred by the Association under service contracts with the Master Association.

(c) costs and liabilities agreed upon as Common Expenses by the Association or declared to be Common Expenses under the Act or the Association Documents;

(d) reserves for Common Expenses and creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas that must be replaced on a periodic basis in accordance with Section 7.11 below; and

(e) all other sums lawfully assessed against the Owners.

1.12 **Condominium Project.** The condominium project created on the Land by this Declaration, consisting of the Improvements, including the Residences, the Units, and the Common Areas, and known as Meadow Park West 5A Condominium.

1.13 **Condominium Unit.** A Unit together with:

- (a) the Interest in Common Areas appurtenant to that Unit;
- (b) the right to the exclusive or nonexclusive use of the General Common Areas and Limited Common Areas appurtenant to that Unit; and
- (c) the membership in the Association and the Master Association appurtenant to that Unit.

1.14 **County.** Morgan County, Utah.

1.15 **County Records.** The official records of Morgan County, Utah.

1.16 **Declarant.** Cottonwood Meadows Village, LLC, a Utah limited liability company, and its successors and assigns.

1.17 **Declarant Control Period.** The period beginning on the date this Declaration is recorded in the County Records, and ending on the first to occur of the following:

- (a) Seven (7) years from the date this Declaration is recorded;
- (b) the date Units representing 75% of the total Interests in Common Areas have been conveyed to Purchasers, or after all Additional Land has been added to the Condominium Project, whichever last occurs;
- (c) the date Declarant voluntarily terminates the Declarant Control Period by recording a written statement to the effect in the County Records.

1.18 **Declaration.** This Declaration of Condominium for Meadow Park West 5A Condominium, as amended.

1.19 **Director.** A duly elected or appointed member of the Management Committee.

1.20 **First Mortgage.** Any Mortgage which is not subordinate to any other lien or encumbrance, except liens for taxes or other liens which are given priority by statute.

1.21 **First Mortgagee.** A holder of a First Mortgage.

1.22 **General Assessment.** Defined in Section 7.4.

1.23 **General Common Areas.** All areas of the Condominium Project other than the Units and the Limited Common Areas, including:

(a) the stone walls, fences, gates, hand-rails, street lights, mailboxes, common address signage, flag pole, gate openers and key pads, exterior site lighting, driveways, entrance driveways and aprons, planters, irrigations systems, utility lines in common areas, landscaping, drainage facilities, outdoor water features, gazebos, yards, gardens, parking areas, tanks, pumps, and all other apparatus and installations intended to serve all the Owners; and

(b) any real or personal property located in the Project that is (i) owned or used by the Association for the benefit of all Owners or (ii) owned by a Person other than the Association but in which the Association has rights of use or possession under this Declaration or under a lease, license, easement, or other agreement.

1.24 **Guest.** Any family member, employee, agent, independent contractor, lessee, customer, or invitee of an Owner.

1.25 **Improvements.** The Residences and any other improvements located on the Land.

1.26 **Individual Assessment.** Defined in Section 7.6.

1.27 **Interest in Common Areas.** The undivided interest in the Common Areas appurtenant to each Unit, determined in accordance with Section 6.2(d).

1.28 **Land.** The real property legally described on **Exhibit A**, excluding the Improvements, together with any of the Additional Land hereafter submitted to this Declaration pursuant to an amendment or supplement to this Declaration recorded in the office of the County Recorder of Morgan County, State of Utah pursuant to the provisions of ARTICLE 18 below.

1.29 **Limited Common Areas.** The Limited Common Areas designated by this Declaration or the Plat for the exclusive use of one or more Units, but fewer than all of the Units.

1.30 **Majority.** The Owners of more than 50% of the aggregate Interests in Common Areas.

1.31 **Management Committee.** The Association's board of directors.

1.32 **Master Association.** The Cottonwoods at Mountain Green Master Association, Inc., a Utah corporation.

1.33 **Master Declaration.** The Declaration of Covenants, Conditions, Restrictions and Easements for The Cottonwoods at Mountain Green, dated and recorded October 12, 2004, as Entry No. 097334 in Book 210 at Page 170 of the official records of Morgan County, Utah.

1.34 **Mortgage.** Any mortgage, deed of trust, or other document pledging any Condominium Unit or interest therein as security for payment of a debt or obligation.

1.35 **Mortgagee.** Any Person named as a mortgagee or beneficiary in any Mortgage and any successor to the interest of any such Person under a Mortgage.

1.36 **Officer.** A duly elected or appointed officer of the Association.

1.37 **Owner.** The Person who is the record holder of legal title to the fee simple interest in any Condominium Unit as reflected in the County Records. If there is more than one record holder of legal title to a Condominium Unit, each record holder will be an Owner. The term "Owner" includes Declarant to the extent that Declarant is the record holder of legal title to the fee simple interest in a Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" will not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such Person has acquired title by foreclosure or deed in lieu of foreclosure.

1.38 **Person.** Any natural person, corporation, partnership, limited liability company, association, trustee, governmental or quasi-governmental entity, or any other entity capable of owning real property under Utah law.

1.39 **Plat.** The Plat of Condominium filed concurrently with this Declaration, entitled "Meadow Park West 5A-1 Condominium" executed and acknowledged by Declarant, consisting of Two (2) sheets, and prepared by Michael B. Herbst, a duly registered Utah Land Surveyor holding License Number 5046930, as such Plat may be amended or supplemented from time to time.

1.40 **Purchaser.** A Person other than Declarant who acquires legal title to the fee simple interest in any Condominium Unit or portion thereof.

1.41 **Record, Recording, Recorded, and Recorder,** whether capitalized or not, will have the meaning given in Utah Code §57-3-101 through -108 (2018).

1.42 **Residence[s].** The residential structures to be built upon one or more Units.

1.43 **Rules and Regulations.** Any instrument adopted from time to time by the Association for the regulation and management of the Condominium Project, as amended from time to time.

1.44 **Share of Common Expenses.** The share of Common Expenses allocated to each Unit in accordance with Section 7.2.

1.45 **Special Assessment.** Defined in Section 7.5.

1.46 **Special Declarant Rights.** All rights that Declarant reserves for itself in this Declaration.

1.47 **The Cottonwoods.** The Cottonwoods at Mountain Green, a planned development of which the Condominium Project is a part.

1.48 **Unit.** A physical portion of the Project that:

(a) consists of the airspace above and the subsurface below the land and all area and Improvements above and below the surface of the land and within the vertical boundaries defined by the Unit lines shown on the Plat, extended upward to the heavens and downward to the center of the earth;

(b) is designated for separate ownership and independent use; and

(c) is designated as a Unit on **Exhibit C** and on the Plat.

All public, quasi-public or private utility Improvements located with the designated easement areas shown on the Plat that are not intended for the exclusive use of the Unit are not part of the Unit.

1.49 **Unit Number.** The number, letter, or combination thereof which designates a Unit on **Exhibit C** and on the Plat.

## Article 2

### SUBMISSION

2.1 **Submission.** The Land, the Improvements, all easements, rights-of-way, and other appurtenances and rights appurtenant to the Land, and all personal property used in connection with the Condominium Project are submitted to the Act, subject to:

(a) all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident to those mineral reservations; all instruments of record which affect the Condominium Project, including the Master Declaration; any mortgage or deed of trust; all visible easements and rights-of-way; all easements and rights-of-way of record; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat or otherwise existing; and

(b) such easements and rights of ingress and egress over, across, through, and under the Condominium Project now or hereafter constructed on the Condominium Project as may be reasonably necessary for Declarant to construct and complete the Improvements, including an

easement for each pipe, line, cable, wire, utility line, or similar facility that traverses or partially occupies the Condominium Project after construction of the Improvements is complete.

2.2 **Covenants Running with the Land.** All covenants, conditions, restrictions, and easements under this Declaration are covenants running with the land and will bind and inure to the benefit of Declarant, the Owners, the Association, all other parties having any, right, title, or interest in the Condominium Project, and their respective successors and assigns.

2.3 **Master Declaration.** The Condominium Project is subject to the Master Declaration. If there is any conflict between the Master Declaration and this Declaration, the Master Declaration will control except with respect to matters limited solely to the Condominium Project.

2.4 **Association Documents.**

(a) This Declaration and the Plat create the Condominium Project and set forth certain covenants, conditions, restrictions, reservations, easements, assessments, charges, and liens applicable to the Condominium Project. The Articles create the Association. The Bylaws provide for the regulation and management of the Association, and the Rules and Regulations provide additional rules and regulations applicable to the Condominium Project.

(b) If there is any conflict between this Declaration and the Articles, the Bylaws, or the Rules and Regulations, this Declaration will control. If there is any conflict between the Articles and the Bylaws or the Rules and Regulations, the Articles will control. If there is any conflict between the Bylaws and the Rules and Regulations, the Bylaws will control.

### Article 3

#### MEMBERSHIP IN THE ASSOCIATION

3.1 **Formation of the Association.** On or before the date on which Declarant conveys the first Condominium Unit to a Purchaser, Declarant will form the Association. The Association will be a Utah nonprofit corporation and will have the powers and obligations set forth in this Declaration for the benefit of the Condominium Project and all Owners. Every Unit Owner will be a member of the Association and the Master Association. Such memberships will begin automatically when a Person becomes an Owner and will continue until the Person is no longer an Owner, at which point the memberships will expire automatically. The Articles will provide for the Association's perpetual existence, but if the Association is at any time dissolved, whether inadvertently or deliberately, it will automatically be succeeded by an unincorporated association of the same name, and the Association's powers and obligations existing immediately before its dissolution will automatically vest in the successor unincorporated association. To the greatest extent possible, any successor unincorporated association will be governed by the Articles and Bylaws as if they constituted the governing documents of the unincorporated association.



### 3.2 Voting.

(a) **Allocation.** Each Unit will be allocated the number of votes equal to its Interest in Common Areas. An Owner may vote by participating in a duly called meeting in person, by proxy, or by written ballot.

(b) **Multiple Ownership.** Each Unit will be entitled to the number of votes allocated to it in accordance with Section 3.2(a) regardless of the number of Owners of the Unit. If the Owners of a Unit cannot agree among themselves as to how to cast their votes on a particular matter, they will lose their right to vote on the matter. If any Owner of a Unit casts a vote representing that Unit, it will be presumed for all purposes that the Owner acted on behalf of all the Owners of that Unit. However, such vote will be disqualified if any of the other Owners of the Unit objects at the meeting before the votes are counted, or, in the case of a written ballot, objects to the Management Committee in writing, as long as the Management Committee receives the objection by the time designated for the ballots to be counted. If more than the number of allocated votes is cast for any particular Unit, none of such votes will be counted and all of such votes will be deemed null and void other than to determine whether a quorum exists.

(c) **Effect of Addition or Withdrawal of Units.** If any Units are added to or withdrawn from the Condominium Project, the Interests in Common Areas will be reallocated in accordance with the Act.

(d) **Action by Written Ballot.**

(i) Any action that may be taken at a meeting may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. The written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot will be valid only when 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 written ballot.

(ii) All solicitations for votes by written ballot will (A) indicate the number of responses needed to meet the quorum requirements, (B) state the percentage of approvals necessary to approve each matter other than election of Directors, (C) specify the time by which a written ballot must be received by the Association in order to be counted, and (D) be accompanied by written information sufficient to permit each Owner casting a written ballot to reach an informed decision on the matter.

(iii) A written ballot may not be revoked.

(iv) Action by written ballot has the same effect as action taken at a meeting, and each Owner who submits a written ballot will be considered to have participated in a meeting for all purposes.

(v) The number of votes cast by written ballot will constitute a quorum for action on the matter.

(vi) A written ballot may also be used in connection with any meeting, thereby giving Owners the choice of either voting in person or by written ballot. A valid written ballot will be counted equally with the votes of Owners in attendance at any meeting.

#### Article 4

### MANAGEMENT OF THE ASSOCIATION

4.1 **Management Committee.** The affairs of the Association will be conducted by the Management Committee and by such Officers as the Management Committee may elect or appoint in accordance with the Articles and Bylaws.

(a) During the Declarant Control Period, the Management Committee will consist of three Directors, appointed by Declarant in its sole discretion. Directors appointed by Declarant will serve until replaced by Declarant or until their successors take office at the expiration of the Declarant Control Period, whichever occurs earlier. Declarant will fill any vacancy on the Management Committee resulting from the removal, resignation, or death of a Director appointed by Declarant.

(b) After the expiration of the Declarant Control Period, the Management Committee will consist of three Directors, each of whom must be an Owner. Directors will be elected by the Owners at the annual meetings of the Association, and will hold office for a term of one year, unless removed by the consent of 67% or more of the votes allocated to the Units. The Owners will fill any vacancy on the Management Committee created by the removal, resignation, or death of a Director elected by the Owners, and the new Director will hold office for the remainder of the unexpired term of the Director that the new Director replaced.

4.2 **Turnover Meeting.** During the 30-day period immediately preceding the expiration of the Declarant Control Period, Declarant will call a turnover meeting at which the Owners will elect Directors to replace the Directors appointed by Declarant. The newly elected Directors will take office, and the Directors appointed by Declarant will resign, upon the expiration of the Declarant Control Period. If Declarant fails to call the turnover meeting, any Owner or Mortgagee of a Condominium Unit may call the meeting by giving notice as provided in the Bylaws.

4.3 **Management Committee Liability.** No Director will be liable to the Owners for any mistake in judgment, for negligence, or on other grounds, except for such Director's own individual and willful misconduct or bad faith. The Owners and the Association will indemnify and hold harmless each Director from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Association or the Owners, unless such contract was made in bad faith or contrary to the provisions of the Act or this Declaration. The liability of an Owner arising out of the foregoing indemnification will be limited to the total liability concerned multiplied by such Owner's Interest in Common Areas.

**Article 5**

**POWERS AND OBLIGATIONS OF THE ASSOCIATION.**

5.1 **Powers and Obligations.** The Association will have, exercise, and perform all of the following powers and obligations:

(a) to manage, operate, insure, construct, improve, repair, replace, alter, and maintain the Common Areas;

(b) to provide certain facilities, services, and other benefits to the Owners, including, to the extent not provided by a public, quasi-public, or private utility provider, (i) recreational facilities and services, (ii) water, sewer, natural gas, electric, cable television, and other utility services, (iii) parking facilities, and (iv) trash collection facilities and services;

(c) to create various classes of services and levy appropriate Individual Assessments against the Owners who benefit from such services, without being required to render such services to Owners who do not agree to pay for the services or who fail to comply with the Rules and Regulations applicable to such services;

(d) to enter into licenses, leases, and other agreements for facilities and services that serve the Association;

(e) to acquire, sell, lease, and grant easements over, under, across, and through Common Areas to facilitate development and operation of the Condominium Project;

(f) to levy, collect, and enforce the Assessments, charges, and liens imposed under this Declaration;

(g) to borrow money and grant security interests in the Common Areas and in the Association's assets as collateral for the borrowed money;

(h) to hire and terminate managers and other employees, agents, and independent contractors;

(i) to keep detailed, accurate records, in chronological order, of receipts and expenditures affecting the Common Areas, specifying and itemizing the Common Expenses and any other expenses incurred

(j) to allow Owners and Mortgagees to inspect current copies of the Association Documents and the books, records, budgets, and financial statements of the Association during normal business hours and under other reasonable circumstances. The Association may charge a reasonable fee for copying such materials.

(k) to execute and record, on behalf of all Owners, any amendment to an Association Document or the Plat that has been duly approved by the Owners;

(l) to administer and enforce the Association Documents;

(m) to exercise all powers conferred on it by the Association Documents;

(n) to take such actions as may be required of the Association under the Master Declaration;

(o) to exercise all powers conferred on it by the Act;

(p) to exercise all powers that may be exercised in Utah by nonprofit corporations; and

(q) to take any action that it deems necessary or appropriate to protect the interests of the Owners, unless specifically prohibited by the Association Documents or by law.

## 5.2 Powers of the Management Committee.

(a) Subject to Section 5.2(b) and except as otherwise provided in the Association Documents, the Management Committee may act on behalf of the Association in all instances, and will have all of the powers, duties, and authority given to a management committee by the Act.

(b) The Management Committee may not act on behalf of the Association to:

(i) amend this Declaration;

(ii) terminate the Association, this Declaration, or the Condominium Project;

(iii) elect Directors or determine the qualifications, powers, duties, or terms of office of Directors.

5.3 **Contracts.** Any contract for services such as garbage collection, maintenance, lawn care, or snow removal executed on behalf of the Association during the Declarant Control Period is binding beyond the expiration of the Declarant Control Period unless the Management Committee elects to terminate the contract after the expiration of the Declarant Control Period. However:

(a) The Management Committee may not terminate a contract executed on behalf of the Association during the Declarant Control Period if the contract is for amenity management, utilities, cable services, or other similar services that require an investment of

infrastructure or capital, unless the Management Committee is otherwise entitled to terminate the contract by law or under the terms of the contract itself.

(b) Any contract entered into during the Declarant Control Period on behalf of the Association or the Owners that is designed to benefit Declarant will not be binding after the expiration of the Declarant Control Period unless the contract is renewed or ratified by Majority vote.

## Article 6

### IMPROVEMENTS

#### 6.1 Residences.

(a) The Condominium Project includes a total of Eleven (11) Units, and the Common Areas.

(b) The principal materials used or to be used in the construction of the Residences are as follows: all load bearing and non-load bearing walls are wood frame or concrete; the ground floor is built of reinforced concrete; the above-grade floors are constructed with wooden joists covered with plywood; the roof is made of wood covered with asphalt shingle; interior walls are surfaced with sheetrock or gypsum board; and exterior walls are surfaced with cultured stone and a cement fiber board system.

#### 6.2 Units.

(a) Declarant creates Eleven (11) Units within the Condominium Project. The Plat shows the Unit Number of each Unit, the location of each Unit, the dimensions from which each Unit's Area may be calculated, and the Limited Common Areas each Unit has access to. Each Unit is capable of separate ownership, encumbrance, and conveyance. Each Owner is entitled to the exclusive ownership and possession of its Unit, subject to the Association Documents.

(b) No Owner may alter its Unit, subdivide its Unit, or relocate the boundaries between its Unit and an adjacent Unit, except as expressly provided by this Declaration or the Act.

(c) Except as expressly provided to the contrary in this Declaration, the Interest in Common Areas and the right to use Limited Common Areas appurtenant to a Unit may not be partitioned or separated from the Unit.

(d) An Owner may grant its rights to use any General Common Area or any Limited Common Area appurtenant to the Owner's Unit to the Owner's Guests.

#### 6.3 Interests in Common Areas.

(a) The Interest in Common Areas appurtenant to a Unit will be expressed as a percentage and will be equal to the ratio obtained by dividing one (1) into the total number of all

Units in the Condominium Project. The Interests in Common Areas appurtenant to the Units are set forth on **Exhibit C**.

(b) To ensure that the aggregate Interests in Common Areas equals 100.00%, Declarant has rounded some or all of the Interests in Common Areas to the nearest thousandth of a percent.

(c) Each Unit's Interest in Common Areas will have a permanent character and may not be altered without an amendment to this Declaration unanimously adopted by the Owners in accordance with Article 17, except to the extent necessary to allow for the expansion of the Project as provided in Article 18 of this Declaration and the Act; provided however, that in the event of expansion of the Project, undivided ownership interests in the Common Areas shall be re-allocated pursuant to this Section 6.3.

(d) Except as expressly provided to the contrary elsewhere in this Declaration, an Interest in Common Areas may not be partitioned from its Unit, and any purported conveyance or encumbrance of an Interest in Common Areas made apart from its Unit will be void.

**6.4 Limited Common Areas.** Except as expressly provided to the contrary in this Declaration, the allocation of the Limited Common Areas to the Units as shown on the Plat may not be altered without the consent of all Owners whose Units would be affected by such reallocation.

**6.5 Separate Taxation of Condominium Units.** Each Unit constitutes a separate parcel of real estate under the Act and is subject to separate assessment and taxation.

**6.6 Legal Description of Condominium Units.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering a Condominium Unit will describe the interest substantially as follows:

Unit \_\_\_\_\_, contained within Meadow Park West 5A-1 Condominium and identified on the Plat recorded in Morgan County, Utah, on December 11, 2019, as Entry No. 149606 (as amended or supplemented), and in the Declaration of Condominium for Meadow Park West 5A Condominium, recorded in Morgan County, Utah on December 11, 2019, as Entry No. 149607, in Book 356 at Page 1264-1308 (as amended or supplemented). TOGETHER WITH the undivided ownership Interest in Common Areas, and the Limited Common Areas appurtenant to the Unit, as more particularly described in the Declaration.

## Article 7

### ASSESSMENTS, COMMON EXPENSES, BUDGETS, AND LIENS

#### 7.1 Obligations for Assessments.

(a) Each Owner covenants to pay to the Association all General Assessments, Special Assessments, Individual Assessments, all assessments due under the Master Declaration,

and other charges that the Association is required or permitted to levy on the Owner or the Owner's Unit under the Association Documents.

(b) Notwithstanding the definition of the term "Owner":

(i) A Person who acquires a Unit in a foreclosure sale will be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit on or after the date of the foreclosure sale; and

(ii) A Person who acquires a Unit by deed in lieu of foreclosure will be personally liable for all Assessments and other charges that the Association is required or permitted to levy or impose on that Unit or on the Owner of that Unit on or after the date on which the Owner of the Unit executes the deed in lieu of foreclosure.

(c) No Owner will be exempt from liability for any such Assessment or other charges by waiving the use or enjoyment of any Common Area or by abandoning a Unit against which such Assessments or other charges are made.

(d) Each Owner will be personally liable for all Assessments and other charges levied on such Owner or such Owner's Unit during the period of such Owner's ownership of the Unit. If there is more than one Owner of a Unit, each Owner will be jointly and severally liable with the other Owners of the Unit for all Assessments and other charges levied on the Unit or any Owner of the Unit. In a voluntary conveyance, the grantee of a Unit will be jointly and severally liable with the grantor for all unpaid Assessments against the grantor without prejudice to the grantee's rights to recover from the grantor the amount of the Assessment paid by the grantee.

(e) Each Assessment or other charge, together with interest and penalties thereon and all costs and expenses incurred by the Association to collect such Assessment or other amount, including all fees and disbursements of attorneys, accountants, appraisers, receivers, and other professionals engaged by the Association in connection therewith, may be recovered by a suit for a money judgment by the Association without foreclosing or waiving any Assessment Lien securing the same.

**7.2 Shares of Common Expenses.** Except as otherwise set forth in this Declaration, the Common Expenses will be allocated among the Units in proportion to each Unit's Interest in Common Areas ("**Share of Common Expenses**").

**7.3 Budgets.**

(a) Before levying the first General Assessment, and thereafter on or before October 1 of each calendar year, the Management Committee will adopt a proposed annual budget for the Association for the following calendar year that sets forth:

(i) the Management Committee's estimates of Common Expenses for the next calendar year, taking into account any default or surplus realized for the current calendar

year and any amounts as may be necessary to fund the reserve provided for in Section 7.11 of this Declaration;

(ii) The amount of funds for such Common Expenses that the Management Committee proposes to raise through General Assessments;

(iii) The amount of funds for such Common Expenses that the Management Committee proposes to raise through Special Assessments; and

(iv) a reserve fund line item in an amount the Management Committee determines based on the reserve analysis described in Section 7.11 below.

(b) Within 30 days after adopting a proposed annual budget, the Management Committee will deliver a summary of the proposed annual budget to the Owners and set a date for a meeting of the Owners to consider ratification of the proposed annual budget. The date of such meeting will not be less than 14 days nor more than 60 days after the delivery of the summary of the proposed annual budget to the Owners. Unless the proposed annual budget is rejected by Majority vote at the meeting, whether or not a quorum is present, the proposed annual budget will be deemed ratified. If the proposed annual budget is rejected, the annual budget last ratified by the Owners will be deemed renewed for the next calendar year and will remain in full force and effect until such time as the Owners ratify a subsequent annual budget proposed by the Management Committee.

(c) Within forty-five (45) days after the budget is adopted, the Owners may veto the reserve fund line item by a fifty-one percent (51%) vote of the allocated voting interests at a special meeting called by the Owners for the purpose of voting whether to veto a reserve fund line item. If the Owners veto a reserve fund line item and a reserve fund line item exists in a previously approved annual budget that was not vetoed, the Board of Directors will fund the reserve account in accordance with the prior reserve fund line item.

(d) If the Management Committee deems it necessary or advisable to amend an annual budget that has been ratified by the Owners under Section 7.3(b), the Management Committee may adopt a proposed amendment to the annual budget, deliver a summary of the proposed amendment to all Owners and set a date for a meeting of the Owners to consider ratification of the proposed amendment. The date of such meeting will not be less than 14 days nor more than 60 days after the delivery of the summary of the proposed amendment. Unless the proposed amendment is rejected by Majority vote at the meeting, whether or not a quorum is present, the proposed amendment will be deemed ratified.

#### 7.4 General Assessments.

(a) After the Management Committee has adopted an annual budget under Section 7.3(b), the Association will levy an assessment for Common Expenses (a "**General Assessment**") on each Unit. The amount of the General Assessment levied against a Unit will equal the product obtained by multiplying:



(i) The amount set forth in the annual budget adopted by the Management Committee as the amount of Common Expenses to be raised by General Assessments, by

(ii) That Unit's Interest in Common Areas.

(b) The Owners will pay the General Assessments levied against their respective Units in such periodic installments as may be required by the Association.

(c) If the Management Committee adopts an amendment to the General Assessment portion of an annual budget under Section 7.3(d), the amount of the General Assessment levied against each Unit will be adjusted accordingly, as will the amount of each Owner's periodic installments.

(d) If the Management Committee fails to adopt an annual budget for any calendar year before January 1 of that calendar year, the Owners will continue to pay periodic installments of the General Assessment to the Association at the rate payable during the prior calendar year until such time as the Management Committee adopts a new annual budget for the then current calendar year. Once the Management Committee adopts a new annual budget, the Association will levy against each Unit the General Assessment for the then current calendar year and each Owner's periodic installments will be adjusted as necessary to pay the new General Assessment in equal periodic installments over the remainder of such calendar year, giving the Owners credit, in such manner as the Management Committee deems necessary or appropriate, for any installments that the Owners have previously paid to the Association during such calendar year.

(e) The failure of the Association to levy a General Assessment for any calendar year will not be deemed a waiver, modification, or release of an Owner's liability for the Share of Common Expenses allocated to such Owner's Unit.

#### 7.5 **Special Assessments.**

(a) The Assessments that the Association may levy under this Section 7.5 are referred to in this Declaration as "**Special Assessments.**"

(b) If the Association determines that an Assessment is required to immediately fund any Common Expense attributable to the Common Areas, the Association may levy an Assessment for such Common Expense against the Units in proportion to the Interests in Common Areas.

(c) Each Special Assessment levied against the Units will be shown on an annual budget, or an amendment to an annual budget, adopted by the Management Committee under Section 7.3 and will be paid as and when required by the Association.

7.6 **Individual Assessments.** The cost of any service benefiting less than all of the Units may, in the Management Committee's discretion, be assessed exclusively against the Units

benefiting from the service as an Individual Assessment. Individual Assessments will also include fines imposed for violation of the Association Documents and charges against a Unit to reimburse the Association for costs incurred in bringing the Unit or its Owner into compliance with the Association Documents. Unless otherwise provided by the Board, an Individual Assessment will be due 30 days after the Board has notified the Owner who is assessed the Individual Assessment.

**7.7 Assignment of Assessments.** With the approval of a Majority vote, the Association may assign its right to receive Assessments and other future income, either as security for the Association's obligations or otherwise.

**7.8 Assessment Lien.**

(a) The Association will have a lien on each Unit for any past-due Assessment levied against that Unit and for any past-due fines, late charges, penalties, interest, attorneys' fees, or collection costs imposed on the Unit Owner under any Association Document ("**Assessment Lien**").

(b) Upon the Management Committee's recording of a notice of lien, the Assessment Lien will be a lien on the Unit prior to all other liens and encumbrances, recorded or unrecorded, except:

(i) an encumbrance recorded before the notice of lien is recorded and that would by law be a lien prior to any subsequently recorded encumbrance; and

(ii) a tax lien or special assessment lien in favor of any governmental assessing unit or special improvement district.

(c) An Assessment Lien is extinguished unless proceedings to enforce the Assessment Lien are begun within six years after the full amount of the Assessment becomes due. A suit to recover a money judgment for an unpaid Assessment may be brought without foreclosing or waiving the lien securing the unpaid Assessment.

(d) If the Association sues to collect an unpaid Assessment or to foreclose on an Assessment Lien, the court may appoint a receiver to collect all sums owed by an Owner before or during the pendency of the suit, including the costs of the proceedings and reasonable attorneys' fees incurred by the Association, and a reasonable rental for the delinquent Owner's Unit. A court may order the receiver to pay all sums collected by the receiver to the Association during the pendency of the action. An Assessment Lien may be foreclosed in like manner as a deed of trust or mortgage on real estate or in any other manner permitted by law. Periodic Assessments will be payable during the period of foreclosure of an Assessment Lien.

**7.9 Waiver of Homestead Exemptions.** To the fullest extent permitted by law, by acceptance of the deed or other instrument of conveyance of a Unit, each Owner irrevocably waives the homestead exemption provided by the Utah Exemptions Act, Utah Code §§ 78-23-1 through -15, as it applies to the Assessment Lien.

**7.10 Estoppel Certificates; Notices to Mortgagees.**

(a) Upon written request and payment of a reasonable fee (not to exceed the amount provided for in Act), the Association will deliver to an Owner or a Mortgagee a statement setting forth the amount of unpaid Assessments currently levied against the Owner's Unit. The Association will deliver the statement within ten days after it receives the request (and the accompanying fee). The statement will be binding on the Association and the Management Committee, in favor of all Persons who rely on the statement in good faith. If the Association fails to provide the statement to the requesting party, the Association will not be entitled to assert the priority of its Assessment Lien on the Unit for unpaid Assessments due as of the date the statement was requested.

(b) If a First Mortgagee delivers to the Association a written request for notice of unpaid Assessments levied against a Unit subject to a First Mortgage held by that First Mortgagee, the Association will report to the First Mortgagee any unpaid Assessments levied against the Unit that remain unpaid for more than 60 days after the same will have become due. The First Mortgagee may pay any such unpaid Assessment, together with any and all costs and expenses incurred with respect to the Assessment Lien securing such unpaid Assessment, and upon such payment, such First Mortgagee will have a lien on the Unit for the amounts paid with the same priority as a lien of the First Mortgage held by such First Mortgagee.

**7.11 Reserve for Replacement of Improvements.** Each General Assessment shall include a portion for reserves in such amount as the Management Committee, in its discretion and in accordance with Section 57-8-7.5 of the Act, considers appropriate to meet the cost of the future repair, maintenance, restoration, and replacement of improvements to those portions of the General Common Areas and Limited Common Areas that the Association is required to maintain. Such reserves shall be maintained out of the General Assessments. At least once every six years, the Management Committee will cause a reserve analysis to be conducted in accordance with Section 57-8-7.5 of the Condominium Act. At least once every three years, in accordance with Section 57-8-7.5 of the Condominium Act, the Management Committee shall cause a review and, if necessary, update a previously conducted reserve analysis. The Management Committee shall also review this analysis annually and shall consider and implement necessary adjustments to the Management Committee's analysis of the reserve account requirements for the Project as a result of that review. Such reserve analysis shall include: identification of those portions of the General Common Areas and Limited Common Areas that the Association is required to maintain that have a remaining useful life of less than thirty (30) years;

(a) identification of the probable remaining useful life of those portions of the General Common Areas and Limited Common Areas identified pursuant to Section 7.11(a) above;

(b) an estimate of the cost of repair, replacement, restoration, or maintenance of each portion of the General Common Areas and Limited Common Areas identified in Section 7.11(a) above during and at the end of its useful life;

(c) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain each portion of the General Common Areas and Limited Common Areas identified in Section 7.11(a) above during and at the end of its useful life; and

(d) a reserve funding plan that recommends how the Association may fund the annual contribution described in (d) above.

7.12 **Appointment of Trustee.** Declarant, the Association and each Owner hereby appoint Mountain View Title Insurance Company ("**Trustee**") as trustee for the purpose of exercising the power of sale in connection with any non-judicial foreclosures as provided in the Act; provided, however, the Association reserves the right to substitute and appoint a successor trustee as provided for in the Act. Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to Trustee, with power of sale, the Units and all improvements to the Units for the purpose of securing payment of assessments under the terms of the Declaration. Further, each Owner hereby conveys all of its right, title and interest in its Unit to Trustee, in trust, with a power of sale, for the sole purpose of securing each Owner's obligations under the Declaration, including but not limited to the obligation to pay all assessments.

## Article 8

### UTILITIES AND SERVICES

8.1 **Water, Sewer, Natural Gas, Electricity, and Trash Removal Services.** Each Owner will be responsible for obtaining water, natural gas, electric, sewer and trash removal services for such Owner's Unit. The Association will be responsible for obtaining water, sewer, trash removal services, natural gas and electricity services for the General Common Areas. Natural gas, culinary water and electricity services furnished to the Units and Limited Common Areas will be separately metered and billed, and each Owner will be responsible for the cost of natural gas, culinary water and electricity services provided to its Unit and the Limited Common Areas appurtenant to its Unit.

#### 8.2 **Satellite Television.**

(a) Each Owner will be responsible for obtaining cable, satellite, or similar television services for its Unit and the Limited Common Areas designed to serve its Unit, and will pay all expenses associated with such services directly to the service provider.

(b) The Association will determine what, if any, cable, satellite, or similar television services are necessary for the General Common Areas and will be responsible for obtaining those services.

**8.3 Telephone.**

(a) Each Owner will be responsible for obtaining telephone services for its Unit and the Limited Common Areas designed to serve its Unit and will pay all expenses associated with telephone services directly to the service provider.

(b) The Association will determine what, if any, telephone services are necessary for the General Common Areas and will be responsible for obtaining those services.

**8.4 Services Provided to Limited Common Areas.** The cost of services provided to Limited Common Areas will be shared equally by the Owners entitled to use such Limited Common Areas.

**8.5 Other Utilities.** If the Association incurs Common Expenses for any utility service not described in this Article, or if the manner of providing or metering any utility service described in this Article changes from the manner in which the service is provided or metered as of the date of this Declaration, the Association may allocate the Common Expenses incurred for the new utility service or changed utility service in any reasonable manner consistent with the Act, including allocating the expenses as an Individual Assessment against the Units and Unit Owners benefiting from the service.

**Article 9**

**MAINTENANCE**

**9.1 Maintenance of Common Areas.**

(a) The Association will maintain the Common Areas in good order and condition and will otherwise manage and operate the Common Areas as it deems necessary or appropriate. The Management Committee will have reasonable access to each Unit as necessary for maintaining, repairing, or replacing the Common Areas or for making emergency repairs necessary to prevent damage to the Common Areas or other Units. The Association may:

(i) construct, alter, repair, replace, renovate, or add to any Common Area improvements;

(ii) plant, maintain, and replace trees, shrubs, and other vegetation on the Common Areas;

(iii) place, maintain, and replace signs on the Common Areas;

(iv) adopt and enforce Rules and Regulations regulating the use of the Common Areas; and

(v) take any other actions necessary or advisable to improve, protect, maintain, operate, or regulate the use of the Common Areas.

(b) Notwithstanding Section 9.1(a), each Owner will keep the Limited Common Areas serving solely its Unit in a clean and orderly condition.

9.2 **Maintenance of Units.** Except as otherwise set forth below or in Section 9.3, each Owner will be responsible for maintaining its Unit and the exterior of the Residence located thereon in a clean, sanitary, attractive and marketable condition, free of trash and in good repair at all times and in such fashion as not to create a hazard or nuisance. Such maintenance obligations will include, without limitation, the obligation to maintain the following items located on the Owner's Unit and Residence: roof tiles, roof membranes, chimneys, porches, balconies, steps, sidewalks, decks, patios, vegetable gardens, container plants or other specialty landscaping items installed by the Owner and located on such Owner's Unit (including the trimming of trees planted by the Owner), private drives and garage aprons, windows, exterior siding, exterior paint, exterior railings, copper turrets, exterior light fixtures (except that the Association will be responsible for replacement light bulbs), rain gutters, downspouts, plaster foundations, wainscot masonry, pipes, meters, and other utility facilities. Each Owner will be responsible for maintaining the interior of the Residence located on such Owner's Unit.

9.3 **Mechanic's Liens and Indemnification.** No labor performed or materials furnished and incorporated into a Unit with the consent or at the request of an Owner or an agent, contractor or subcontractor of an Owner will be the basis either for filing a lien against the Unit of any other Owner not expressly requesting or consenting to the same, or against the Common Areas. Notwithstanding the foregoing, labor performed or materials furnished for the Common Areas, if authorized by the Owners, the manager or the Management Committee in accordance with the Association Documents or the Act, will be deemed to be performed or furnished with the express consent of each Owner and will be the basis for filing a lien under applicable law. Payment for any such lien will be made as provided in the Act. Each Owner will indemnify and hold harmless each of the other Owners and any Mortgagee from and against all liability arising from any claim or lien against the Unit of any other Owner or against the Common Areas for construction performed or for labor, materials, services, or supplies incorporated in the Owner's Unit at the Owner's request.

## Article 10

### INSURANCE

10.1 **Property Insurance; Owner Liability Insurance.** The Association will obtain and maintain special form property insurance covering the replacement cost of the Common Areas. The Management Committee may obtain insurance against earthquake, flood, or other special risks if required by law or if the Management Committee believes such insurance is in the best interests of the Association. Each Owner is responsible for and may obtain insurance, at his own election and expense, providing coverage upon such Owner's Unit and the Residence located thereon, together with all other improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate; provided that if the insurer under said policy is the insurer under any policy issued to the Association, then any insurance

policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under any of the insurance policies obtained by the Association pursuant to this Article. The Association shall have no obligation or responsibility to carry insurance on the Units or Residences, or any other improvements located on the Units.

10.2 **Association Liability Insurance.** The Association will obtain and maintain commercial general liability insurance in the amount of at least \$1,000,000, covering the Association and the Owners for all damage or injury caused by the negligence of the Association or any of its Members or their respective agents. Such insurance will cover claims of one or more insured parties against other insured parties.

10.3 **Directors and Officers Insurance.** The Association will obtain and maintain a directors and officer's liability or errors and omissions policy, if reasonably available, with at least \$1,000,000 in coverage.

10.4 **Fidelity Bond.** The Association will obtain and maintain a separate fidelity bond in a reasonable amount to be determined by the Management Committee to cover all non-compensated officers as well as all employees for theft of Association funds.

10.5 **Miscellaneous Items.** The following provisions will apply to all insurance coverage:

(a) **The Insured.** Any policy required to be maintained by the Association under this Article will name as insureds the Association and the Owners.

(b) **Designated Representative.** The Association may designate an authorized representative of the Association, including any insurance trustee, for the use and benefit of the individual Owners.

(c) **Beneficiary.** In any policy covering the entire Condominium Project, each Owner and its Mortgagee, if any, will be beneficiaries of the policy in an amount equal to the Owner's Interest in Common Areas.

(d) **Certificate of Insurance.** Evidence of insurance will be issued to each Owner and Mortgagee upon request.

(e) **Mortgage Provisions.** Each policy will contain a standard mortgage clause or its equivalent and will provide that the policy may not be canceled or substantially modified without at least ten days' prior written notice to the Association and to each Mortgagee.

(f) **Waiver of Subrogation.** Each insurance policy will contain a waiver of the right of subrogation against Owners individually.

(g) **Act or Omission by Owner.** Each insurance policy will provide that the insurance is not prejudiced by any act or omission of any Owner.

(h) **Disbursement of Proceeds.** Proceeds of insurance policies will be disbursed promptly to repair the damages. Any proceeds remaining thereafter will be placed in the Reserve Fund.

(i) **Special Endorsements.** Each policy will also contain or provide those endorsements commonly purchased by other Associations in similarly situated first-class subdivisions in the County, including an agreed-amount endorsement; an inflation guard endorsement (when it can be obtained); a building ordinance or law endorsement, if the enforcement of any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and increased costs of reconstruction; a steam boiler and machinery coverage endorsement, if the Condominium Project has any central heating or cooling.

(j) **Individual Property Insurance.** Each Owner shall separately insure its Unit and its personal property against loss by fire or other casualty. In addition, any Improvements made by an Owner within its Unit shall be separately insured by the Owner. All such insurance that is individually carried must contain a waiver of subrogation rights by the insurer as to other Owners, the Association, Declarant, and Mortgagees.

(k) **Deductible.** The deductible on a claim made against the Association's property insurance policy will be paid for by the party who would be liable for the loss, damage, claim, or repair in the absence of insurance, and if multiple parties are responsible, the loss will be allocated in relation to the amount each party's responsibility bears to the total. If a loss is caused by an element, risk, or peril beyond the control of the Unit Owner, then the Association will be responsible for the deductible.

10.6 **Adjusting Claims.** The Management Committee has the authority to adjust claims and, if the claim may be filed with the Unit Owner's or renter's insurance carrier, may require from the prospective claimant's insurance company a formal notice of rejection and an unconditional denial of the claim or its equivalent before submitting the claim to the Association's insurance company.

## Article 11

### COVENANTS, CONDITIONS, AND RESTRICTIONS

11.1 **Guests.** Each Owner will be responsible for ensuring that its Guests comply with all applicable provisions of the Association Documents.

11.2 **Notice of Conveyance or Encumbrance.** Upon acquiring a fee simple interest in a Unit, the Owner will promptly deliver a copy of the conveyance deed to the Association. Upon mortgaging or otherwise encumbering its Unit, the Owner will promptly deliver a copy of the document creating the encumbrance.



### 11.3 Use of Units.

(a) **Residential Use.** Subject to Section 11.3(b), Units may be used for the construction of a Residence for permanent or vacation single-family residential purposes only, as "family" is defined from time to time in County zoning ordinances.

(b) **Commercial Use Restricted.** No trade, craft, business, profession, or commercial activity will be conducted on the Condominium Project, nor will any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept on the Condominium Project. However, the following will be permitted: (i) Declarant's activities relating to the rental or sale of Units, including Declarant's use of any Unit as a sales or rental office or as a model Unit, (ii) construction of improvements or storing of materials on the Condominium Project by Declarant, the Association, or any contractor in the normal course of construction, and (iii) an Owner's maintenance of its professional library, records, or accounts in its Unit, or an Owner's telephone, fax, or email communication with professional associates, clients.

(c) **Leases.** Any Owner may lease its Unit to others so long as the use of the Unit complies with this Declaration and applicable law. No Unit may be leased for a period of less than 30 days. Any lease agreement will be in writing and will provide that the terms of the lease are subject to the Association Documents and that any failure by the tenant to comply with the Association Documents will be considered a default under the lease. Any Owner who leases its Unit will provide an executed copy of the lease to the Association within 30 days after execution of the lease. No Unit may be subjected to time interval ownership.

11.4 **Use of General Common Areas.** All Owners and their Guests may use the General Common Areas for the purposes for which they were designed. However, no Owner or Guest may use the General Common Areas in any manner that unreasonably interferes with the rights of other Owners to use the General Common Areas.

11.5 **Use of Limited Common Areas.** Each Owner and its Guests will have the exclusive right to use the Limited Common Areas appurtenant to that Owner's Unit for the purposes for which those Limited Common Areas were designed. However, no Owner or Guest may use the Limited Common Areas appurtenant to that Owner's Unit in any manner that unreasonably interferes with the usage rights of any other Owner entitled to use such Limited Common Areas.

### 11.6 Improvements and Alterations.

(a) To preserve the first-class appearance of the Condominium Project and the property values of the Units, any construction, alteration, removal, addition, or improvement of or to the exterior or structural portions of a Residence located upon a Unit or to the landscaping of a Unit will require prior written approval by the Management Committee. Without limiting the generality of the previous sentence, an Owner must obtain prior written approval from the Management Committee before changing the color of exterior items such as cement siding, fascia roof, paint, and wrought-iron railings. The approval of the Management Committee will be

withheld or granted in accordance with such reasonable rules, restrictions, and architectural and landscaping guidelines as may be established from time to time by the Management Committee, which standards, at a minimum, shall include the requirements set forth on **Exhibit D** attached hereto. Owners will be required to submit an application containing, among other things, detailed plans and drawings of the proposed alteration, removal, addition, or improvement. The Management Committee may waive or simplify the application requirement for proposed alterations or additions that are deemed to be minor in nature or scope. Each Owner must comply with all applicable building codes and any governmental permitting and inspection requirements. Each Owner shall undertake such activities in a way that minimizes the impact on other Owners to the degree reasonably possible under the circumstances.

(b) Any Owner may make improvements or alterations to the interior of Residence located on a Unit, including the erection of partitions within its Unit, without the consent of the Association or any other Owner, as long as:

(i) the improvement or alteration does not impair or cause damage to any Common Area or other Unit; and

(ii) the improvement or alteration does not protrude beyond the boundaries of the Owner's Unit.

(c) If any improvement or alteration will impair any Common Area or be located outside the perimeter walls of the Residence located on such Unit, the Owner may not make the improvement or alteration without the prior written consent of the Association. If any such improvement or alteration will impair any other Unit or Limited Common Area appurtenant to another Unit, the Owner will not make the improvement or alteration without the prior written consent of the Association and the Owners whose Units (or appurtenant Limited Common Areas) will be impaired.

(d) No Owner may install any exterior fence, wall, shed, gazebo, out-building or other structural improvement within the Condominium Project, including any portion of such Owner's Unit other than the Residence, which may not exceed the limits of the applicable Unit. Portions of the Unit upon which the Residence is not located shall be improved with landscaping improvements only, which landscaping shall be consistent with the Common Area landscaping adjacent thereto and installed only pursuant to plan approved in writing by the Association. The Declarant may install exterior fencing or walls as part of the initial construction of the Condominium Project and the Association shall have the right to install exterior fencing or walls in the Common Areas.

(e) Declarant reserves the right to construct any Improvements shown on the Plat and any other improvements that Declarant desires to construct on the Condominium Project.

#### 11.7 Nuisances, Hazardous Activities, and Unsightliness.

(a) No Person will conduct any activity on the Condominium Project which creates a nuisance, as reasonably determined by the Management Committee.

(b) No Person will conduct any activity on the Condominium Project which is or might be hazardous to any Person or property.

(c) No unsightliness will be permitted on the Condominium Project.

(d) Normal construction activities will not be considered to violate this Section 11.7.

**11.8 Signs.**

(a) Declarant may place and maintain a reasonable number of signs, banners, or similar items at any place on the Condominium Project to advertise the sale of Units or otherwise promote the Condominium Project.

(b) Otherwise, except as required by law, no signs may be placed or maintained on the Condominium Project except for one 24-inch by 24-inch sign advertising the sale of a Unit.

**11.9 Compliance with Laws, Master Declaration, and Insurance.** Nothing will be done or kept on the Condominium Project that (a) violates applicable law, (b) violates the Master Declaration, or (c) may result in an increase in rates or the cancellation of any insurance policy maintained by the Association.

**11.10 Subdivision, Rezoning, and Timesharing.**

(a) No Unit may be subdivided unless the subdivision has been approved by 100% of the votes allocated to the Units and has received all applicable governmental approvals.

(b) No application for rezoning any portion of the Condominium Project and no application for a variance or use permit may be filed with any governmental authority unless (i) the proposed rezoning has been approved by 100% of the votes allocated to the Units and (ii) the uses that would be permitted under the rezoning comply with the Association Documents.

(c) No Owner will offer or sell any interest in a Unit under a "timesharing" or "interval ownership" plan or similar plan.

(d) Sections 11.10(a) and (b) will not apply to Declarant, except as required by law.

**11.11 Storage.** No Owner will store any items on the Common Areas except on those portions of the Common Areas designated for storage.

**11.12 Solid-Fuel Burning Devices.** No solid-fuel burning devices, such as charcoal grills or wood burning stoves or fireplaces may be kept or used on the Condominium Project.

**11.13 Animals.**

(a) Except as provided in Section 11.13(b), no animals, livestock, or poultry may be raised, bred, or kept on the Condominium Project or in any Unit.

(b) Each Unit Owner may keep one domestic cat or one dog, or one of each, in its Unit, so long as (i) no more than one cat or one dog is kept in a Unit, regardless of the number of Owners or Guests residing in the Unit, (ii) the Owner abides by the Rules and Regulations pertaining to the care of pets; and (iii) the dog or cat does not have a propensity for violence. No pet enclosure may be placed or maintained on the Common Areas, nor may any pet be tied to any structure outside of a Unit. Dogs outside of a Residence must be on a leash at all times. No pet will be allowed to defecate on the Common Areas, and the owner of the offending pet will immediately remove any feces or urine left on the Common Areas by the owner's pet. If any Owner fails to abide by the Rules and Regulations or covenants applicable to the keeping of pets, the Management Committee may bar the Owner's pet from using or traveling on the Common Areas and may impose an Individual Assessment by reason of such violation. If any pet endangers the health of any Owner or creates a nuisance, as determined by the Management Committee, the offending pet must be removed from the Condominium Project within seven days after the Management Committee delivers written notice to the Owner.

**Article 12**

**EASEMENTS AND RESERVATIONS**

**12.1 Declarant's Easements over Common Areas.**

(a) Declarant reserves a general, transferable easement over, across, through, and under the Common Areas to:

- (i) discharge Declarant's obligations under this Declaration;
- (ii) make improvements to the Condominium Project or any other real estate owned by Declarant; and
- (iii) exercise any other Special Declarant Right.

(b) Declarant reserves the right to:

- (i) establish utility and other easements, permits, or licenses over, across, through, and under the Common Areas for the benefit of the Condominium Project or any other property owned by Declarant; and
- (ii) create other reservations, exceptions, or exclusions as long as: (A) each party benefitted by the easement, permit, license, reservation, exception, or exclusion uses reasonable efforts to locate the easement, permit, license, reservation, exception, or exclusion so as to minimize interference with the Owners' use of the Condominium Project; and (B) each

benefitted party promptly repairs any damage caused to the Condominium Project because of the benefitted party's exercise of its rights under this Section 12.1(b).

## 12.2 Utility Easement.

(a) Subject to the Association Documents and the Association's prior written approval as to the location of particular facilities, Declarant creates a general easement over, across, through, and under the Condominium Project for ingress to, egress from, and installation, replacement, repair, and maintenance of, all utility and service lines and systems, including water, sewer, gas, telephone, electricity, and cable communications that service all or part of the Condominium Project.

(b) Subject to Sections 11.7 and 11.9, a utility or service company may install and maintain facilities and equipment on the Condominium Project and affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of Improvements to provide service to the Units or the Common Areas. Any utility or service company using this general easement will use its best efforts to install, repair, replace, and maintain its lines and systems without disturbing the uses of Owners, the Association, Declarant, and other utility and service companies.

(c) If any utility or service company furnishing utilities or services to the Condominium Project under Section 12.2(a) requests a specific easement by separate recordable document, the Association may, in its discretion, grant the easement.

12.3 **Association's Easement.** The Association will have a general easement over, across, through, and under each Unit and the Common Areas to exercise any right or obligation of the Association under the Association Documents. However, the Association will not enter any Unit without reasonable prior notice to the Unit Owner, except in cases of emergency.

12.4 **Easements for Encroachments.** If any portion of Condominium Project encroaches on any other portion of the Condominium Project as a result of construction, reconstruction, repair, shifting, settlement, or movement of a portion of the Condominium Project, an easement for such encroachment will automatically be created and will continue so long as the encroachment exists, but the easement will not relieve an Owner of liability in the case of willful misconduct.

12.5 **Emergency Access Easement.** Declarant grants a general easement to all police, sheriff, fire protection, ambulance, and other similar emergency personnel to enter upon the Condominium Project in the proper performance of their duties.

## Article 13

### DAMAGE OR DESTRUCTION

13.1 **Management Committee as Attorney-in-Fact.** The Owners irrevocably appoint the Management Committee as their true and lawful attorney-in-fact for the purpose of dealing

with damage to or destruction of the Common Elements of the Condominium Project. As attorney-in-fact, the Management Committee will be authorized to negotiate and execute any agreement necessary to carry out this purpose.

13.2 **Definition of Restoration.** Restoration of the Condominium Project will mean restoring the Condominium Project to substantially the same condition it was in before the damage or destruction.

13.3 **Procedures.** If any part of the Common Elements of the Condominium Project are damaged or destroyed, the Association will proceed as follows:

(a) **Estimate of Costs.** As soon as practicable after the damage or destruction occurs, the Management Committee will obtain an estimate of the cost to restore the Condominium Project.

(b) **Sufficient Insurance.** If the casualty insurance proceeds exceed the estimated cost of restoration, then the Management Committee will promptly undertake the restoration. If the casualty insurance proceeds turn out to be less than the actual costs of restoration, the Association will levy a Special Assessment to cover the deficiency.

(c) **Prompt Repair.** To the extent that the Association is not obligated to make any such repairs or replacements, each Owner will repair or replace any damage or destruction to such Owner's Residence and any other exterior improvements located on such Owner's Unit as soon as reasonably practical after such damage or destruction occurs.

## Article 14

### CONDEMNATION

14.1 **Condemnation.** This Article will apply if all or part of the Condominium Project is taken by condemnation, or if all or part of the Condominium Project is voluntarily conveyed in lieu of condemnation.

14.2 **Complete Taking.** If the entire Condominium Project is taken by condemnation, the Condominium Project will terminate and the Association will distribute the condemnation award for the Common Elements among the Owners in proportion to their respective Interests in Common Areas.

14.3 **Partial Taking.** If less than the entire Condominium Project is taken by condemnation, the Association will proceed as follows:

(a) **Allocation of Award.** As soon as practicable, the Management Committee will allocate the condemnation award among the Owners as follows:

(i) The total amount apportioned to taking of the General Common Areas will be distributed to the Owners in proportion to their respective Interests in Common Areas.

(ii) The amount apportioned to the taking of a particular Unit and corresponding Residence will be distributed to the Owner of that Unit.

(b) **Continuation and Reorganization.** If less than the entire Condominium Project is taken by condemnation, the Condominium Project will be reorganized as follows:

(i) If any partial taking results in the taking of an entire Unit, then the Unit Owner will no longer be a member of the Association, and the voting rights and the Interest in Common Areas appurtenant to that Unit will be reallocated among the remaining Units in proportion to their respective Interests in Common Areas.

(ii) If any partial taking results in the taking of a portion of a Unit and if there is no determination that the taking makes it impractical to use the remaining portion of the Unit for any lawful purpose permitted by this Declaration, then the fair market value of the remaining portion of the Unit will be determined and the voting rights and the Interest in Common Areas appurtenant to that Unit will be reduced in proportion to the diminution in fair market value of the Unit resulting from the taking. The voting rights and Interest in Common Areas divested from the Unit will be reallocated among the Unit and the other Units in the Condominium Project in proportion to their respective Interests in Common Areas.

(iii) If any partial taking results in the taking of a portion of a Unit and if there is a determination that the taking makes it impractical to use the remaining portion of the Unit for any lawful purpose permitted by this Declaration, then the Unit Owner will no longer be a member of the Association, and the voting rights and the Interest in Common Areas appurtenant to that Unit will be reallocated among the remaining Units in proportion to their respective Interests in Common Areas, and the remaining portion of the condemned Unit will become part of the Common Areas.

(iv) The Management Committee is obligated and authorized to make all determinations and to take all actions necessary or appropriate to reorganize the Condominium Project under this Section 14.3(b).

(c) **Restoration.** Any restoration required as a result of condemnation will be governed by Article 13.

## Article 15

### FIRST MORTGAGEE PROTECTIONS

15.1 **Benefit of First Mortgagees.** This Article establishes certain standards and covenants which are for the benefit of First Mortgagees.

15.2 **Notice of Actions.** If requested in writing to do so, the Association will give prompt written notice of the following to each First Mortgagee making such request:

- (a) any condemnation loss or casualty loss that affects a material portion of the Common Areas or any Unit in which an interest is held by the First Mortgagee;
- (b) any delinquency in the payment of Assessments that remains uncured for 60 days by an Owner whose Unit is encumbered by a First Mortgage held by such First Mortgagee;
- (c) any lapse, cancellation, or material modification of an insurance policy or fidelity bond maintained by the Association;
- (d) any proposed action that would require the consent of First Mortgagees as provided in this Article; and
- (e) any judgment rendered against the Association.

15.3 **Consent Required.** Notwithstanding anything to the contrary contained in this Declaration, the Association may not take any of the following actions without the consent of 67% of the First Mortgagees (based on one vote for each Unit covered by a First Mortgage):

- (a) by act or omission seek to abandon or terminate the Condominium Project, except after condemnation or substantial casualty;
- (b) except as provided in this Declaration for condemnation, casualty, and the exercise of Special Declarant Rights, change the Interests in Common Areas, Shares of Common Expenses, or votes in the Association of any Unit;
- (c) subdivide, partition, or relocate the boundaries of any Unit, except as permitted with respect to Special Declarant Rights;
- (d) abandon, subdivide, partition, encumber, sell, or transfer the Common Areas (the granting of easements for public utilities or for other purposes provided for in this Declaration will not be deemed transfers);
- (e) use property insurance proceeds for losses to any portion of the Common Areas for other than repair, replacement, or reconstruction of such Common Areas, except as provided by this Declaration; or
- (f) merge the Condominium Project with any other common interest community.

15.4 **Notice of Objection.** Unless a First Mortgagee provides the Association with written notice of its objection, if any, to any proposed amendment or action requiring the approval of First Mortgagees within 30 days following the delivery of notice of such proposed amendment



or action, the First Mortgagee will be deemed conclusively to have consented to or approved the proposed amendment or action.

**15.5 First Mortgagee's Rights.**

(a) First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Areas or improvements thereon, and may pay overdue premiums on hazard insurance policies, for the Common Areas. First Mortgagees making such payment will be owed immediate reimbursement from the Association.

(b) A First Mortgagee will be entitled to cure any delinquency of the Owner of a Unit encumbered by its First Mortgage in the payment of Assessments. In that event, the First Mortgagee will be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

**15.6 Limitations on First Mortgagee's Rights.** No requirement for approval or consent by a First Mortgagee provided in this Article will operate to:

(a) Deny or delegate control over the general administrative affairs of the Association by the Owners or the Management Committee;

(b) Prevent the Association or the Management Committee from commencing, intervening in, or settling any legal proceeding; or

(c) Prevent any insurance trustee or the Association from receiving and distributing any insurance proceeds in accordance with the requirements of Article 10.

**15.7 Declarant Rights.** No provision or requirement of this Article will apply to any Special Declarant Rights.

**Article 16**

**ENFORCEMENT AND REMEDIES**

**16.1 General.** The Management Committee will notify any Owner of any violation of the Association Documents for which the Owner is responsible, including violations caused by a Guest of the Owner, and will specify any necessary remedial action. If the Owner (i) has not begun and diligently pursued the remedial action within 10 days of notification; (ii) the Owner and the Management Committee cannot agree to a mutually acceptable solution consistent with the Association Documents; and (iii) the Management Committee has given the Owner reasonable opportunity to be heard; then the Management Committee may do any or all of the following:

(a) impose reasonable fines as an Individual Assessment upon the Owner, subject to the additional requirements of this Declaration;

(b) suspend the Owner's voting rights and right to use the Common Areas for the period that the violation remains uncured;

(c) where applicable, enter the offending Owner's Unit upon reasonable notice to the Owner and remove the cause of the violation, in which case the Association may assess the cost of the remedy as an Individual Assessment against the Owner and the Owner's Unit;

(d) bring suit or action against the Owner to enforce the provisions of the Association Documents; or

(e) pursue any other remedy available at law or in equity.

Nothing in this Section will authorize the Management Committee to deprive any Owner of access to and from its Unit.

**16.2 Fines.** The Management Committee may assess a fine against an Owner only for a violation of a rule, covenant, condition, or restriction that is specifically listed in the Association Documents. A fine must be in the amount specifically provided for in the Association Documents for the specific type of violation, not to exceed \$500 for any single violation or \$1,500 cumulative in any month for a continuing violation. Any Owner assessed a fine may request an informal hearing before the Management Committee to protest or dispute the fine within 30 days from the date the fine is assessed ("**Hearing**"). The Hearing will be conducted in accordance with the standards set forth in the Bylaws. No interest or late fees may accrue on a fine until after the Hearing has been conducted and a final decision has been rendered, unless the fined Owner fails to request a Hearing within the 30-day time period. A fine assessed under this Section that remains unpaid after the 30-day appeal period has expired will become a lien against the Unit and the Unit Owner in accordance with Section 7.8.

**16.3 Interest, Expenses, and Attorneys' Fees.** Any Assessment or other amount not paid to the Association when due in accordance with this Declaration will bear interest from the due date (unless the Assessment is a fine and a Hearing is timely requested, in which case no interest or late fees may accrue until after the Hearing has been conducted and a final decision has been rendered) until paid at a rate 3 percentage points per annum above the prime rate published in the *Wall Street Journal* at the time, or such other rate as may be established by the Management Committee, but not to exceed the lawful rate of interest under Utah law. A late charge may be levied for each delinquent Assessment in an amount established from time to time by the Management Committee, as long as the late charge does not exceed 20% of the Assessment. If the Association files a notice of lien, the lien amount will also include the recording fees associated with filing the notice and a fee for preparing the notice of lien, which fee will be established from time to time by the Management Committee. If the Association prevails in any procedure to enforce the Association Documents, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action.

**16.4 Remedies Cumulative.** An election by the Association to pursue any remedy provided for in this Declaration will not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not

exclusive but will be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law. Failure by the Association to enforce any provision of the Association Documents will not be deemed a waiver of the right to do so thereafter. Any aggrieved Owner may bring an action against another Owner or the Association to recover damages or to enjoin, abate, or remedy any violation of the Association Documents by appropriate legal proceedings.

## Article 17

### AMENDMENT AND TERMINATION

Declarant alone may amend or terminate this Declaration prior to the closing of a sale of the first Unit. Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by Declarant: (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's property unless any such Owner shall consent thereto in writing; or (c) to comply with the rules or guidelines, in effect from time to time, of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments (including, without limitation, the Federal Housing Administration of the United States Department of Housing and Urban Development (FHA), the Federal Home Loan Mortgage Corporation or the Mortgage Corporation (FHLMC), Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA) or the Department of Veterans Affairs (VA), or any similar agency). Further, so long as Declarant is the Owner of any Unit in the Project, Declarant may unilaterally amend this Declaration for any other purpose; provided, however, any such amendment shall not materially adversely affect the substantive rights of any Owner hereunder, nor shall it adversely affect title to any Unit, without the consent of the affected Owner. Such amendments may include, but are not limited to, changing the nature or extent of the uses to which such property may be devoted or readjustment of Unit boundaries in connection with the location and development of the Project. After the Declarant Control Period expires, this Declaration may be amended or terminated with the consent of at least 67% of the votes allocated to the Units. However, no amendment may (a) create, limit, or diminish Special Declarant Rights without Declarant's written consent, or (b) change the Interest in Common Areas or boundaries of any Unit without the unanimous consent of the Owners. This Article is subject to the rights of First Mortgagees under Article 15.

## Article 18

### EXPANDABLE CONDOMINIUM

**18.1 Reservation of Right to Expand.** The Declarant hereby expressly reserves the option and right, from time to time, to expand the Condominium Project pursuant to Section 57-8-13.6 of the Act and subject to the provisions of this ARTICLE 18. References in this Declaration

to phases contemplates Declarant's exercise of the foregoing right to expand, and such portions of the Additional Land may be generally referred to as a phase of the Condominium Project.

**18.2 Consent of Owners Not Required.** The consent of the Owners in the Condominium Project shall not be required for such expansion and the Declarant may proceed with such expansion at its sole option and as its sole action.

**18.3 Preparation and Recording of Supplemental Plat and Amendment.** Prior to adding any portion or all of the Additional Land to the Condominium Project, the Declarant shall:

(a) record, with regard to the Additional Land or any portion thereof that is being added to the Condominium Project, a supplemental plat (the "Supplemental Plat") which shall describe the land added to the Condominium Project and comply in all respects with the Condominium Act. Each such Supplemental Plat shall be certified as to its accuracy and compliance with the requirements of the Condominium Act by the land surveyor who prepared or supervised the preparation thereof; and

(b) prepare, execute and record simultaneously with each Supplemental Plat an amendment to the Declaration (hereinafter the "Amendment") which shall contain a legal description by metes and bounds of the land added to the Condominium Project and shall reallocate individual interests in the Common Elements so that the Units created in the land added to the Condominium Project shall be allocated undivided interests in the Common Elements on the same basis as Units initially included in the Condominium Project. Each such Amendment shall assign an identifying number to each Unit, if any, formed out of the land added to the Condominium Project. Each such Amendment shall describe or delineate the Limited Common Areas, if any, formed out of the Land added to the Condominium Project.

**18.4 Completion of Improvements.** Prior to adding any portion or all of the Additional Land to the Condominium Project, Declarant shall substantially complete all improvements to such portion of the Additional Land being added to the Condominium Project.

**18.5 Expiration of Right to Expand.** The option to expand the Condominium Project pursuant to the provisions of this ARTICLE 18 shall expire seven (7) years after the recording of this Declaration unless Owners holding seventy-five percent (75%) or more of the Total Votes of the Association vote in favor of expanding the Condominium Project after the time period has expired; however, the Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the land records wherein this Declaration is recorded an executed and notarized document terminating this option.

**18.6 Description of Additional Land.** The Additional Land which may, at the option of Declarant, be added to and made part of the Condominium Project is located in Morgan County, State of Utah and is more particularly described as follows:

**"Additional Land Parcel":** All of Parcel A as recorded on the Meadow Park West 5A-1 Condominium.

18.7 **Declarant's Right to Add All or Portions of Additional Land.** The Declarant need not add all or any portion of the Additional Land to the Condominium Project. Rather, the Declarant may, at its sole discretion and without limitation, add all or any portion or portions of the additional land to the Condominium Project and may do so at different times.

18.8 **Location of Improvements.** Declarant makes no assurances as to the locations of any improvements that may be made on any portions of the Additional Land added to the Condominium Project.

18.9 **Maximum Number of Units.** The improvements to be placed on the Additional Land shall contain no more than 57 Units and corresponding Residences. Units and the Residences to be constructed on the Additional Land may be residential only.

18.10 **Compatibility with Structures in Initial Condominium Project.** Although Declarant intends to construct or cause to be constructed Residences on any portion of the Additional Land added to the Condominium Project that will be compatible with the Residences on the land initially within the Condominium Project, Declarant makes no assurances of such compatibility. Declarant hereby reserves the right to select the design and configuration of any improvements erected on any portion of the Additional Land added to the Condominium Project that in the judgment of the Declarant may be required to achieve the best development of the Condominium Project.

18.11 **Other Improvements.** Other improvements to be placed on the Additional Land shall be limited to roads, parking, recreational and service facilities.

18.12 **Units Not Identical to Initial Units.** Declarant intends to create Units and construct Residences on the Additional Land that are similar to, but that may differ in certain material respects from the Units and Residences initially developed within the Condominium Project.

18.13 **Limited Common Areas.** The Declarant reserves the right, in its sole discretion and without limitation, to create Limited Common Areas within any portion of the Additional Land and to designate Common Areas and Common Facilities therein which may subsequently be assigned as Limited Common Areas for the purpose of making parking spaces, carports, patios, decks, entries, and such other traditional types of Limited Common Areas as the Declarant may see fit to create; provided, however, that all improvements constructed on the Additional Land shall be consistent with the initial improvements in terms of structure type and quality of construction.

## Article 19

### MISCELLANEOUS

19.1 **Interpretation of the Declaration.** The Association, by its Management Committee, will have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof will be final, conclusive, and binding as to all Persons and property benefited or bound by the covenants and provisions hereof.

19.2 **Severability.** Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable will not affect the validity and enforceability of any other provision hereof.

19.3 **Disclaimer of Representations.** Notwithstanding anything to the contrary contained in this Declaration, Declarant makes no warranties or representations whatsoever that the plan presently envisioned for the complete development of the Condominium Project can or will be carried out or that any land now owned or hereafter acquired by Declarant is or will be subject to this Declaration, or that any such land, whether or not it has been subjected to this Declaration, is or will be committed to or developed for a particular use, or that such use will continue in effect.

19.4 **Reference to Declaration in Deeds.** Deeds to and instruments affecting any Unit or any other part of the Condominium Project may contain the provisions set forth in this Declaration by reference to this Declaration, but regardless of whether any such reference is made in any deed or instrument, each and all of the covenants, conditions, restrictions, reservations, easements, assessments, charges, and liens set forth in this Declaration will be binding upon the grantee-owner or other Person claiming through any deed or other instrument and his successors and assigns.

19.5 **Successors and Assigns of Declarant.** Any reference in this Declaration to Declarant will include any successors or assignees of Declarant's rights and powers under this Declaration. Declarant's rights and powers may only be assigned by a written recorded instrument expressly assigning such rights and powers.

19.6 **Captions and Titles.** All captions and titles of headings of Articles and Sections in this Declaration are for the purpose of reference and convenience and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof. Unless the context otherwise requires, all references to Articles, Sections, and Exhibits in this Declaration refer to Articles, Sections, and Exhibits, respectively, of this Declaration.

19.7 **Exhibits.** All exhibits attached to this Declaration are a part of, and are incorporated into, this Declaration.

19.8 **Gender and Number.** Wherever the context of this Declaration so requires: (a) words used in the masculine gender will include the feminine and neuter genders; (b) words used in the neuter gender will include the masculine and feminine genders; (c) words used in the singular will include the plural; and (d) words used in the plural will include the singular.

19.9 **Governing Law.** This Declaration will be governed by and construed in accordance with Utah law.

19.10 **Notices.** All Owners of each Unit will have one and the same registered mailing address to be used by the Association or other Owners for notices, demands, and all other communications regarding Association matters. The Owner or the representative of the Owners of a Unit will furnish such registered address to the secretary of the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration will be in written form and signed by all of the Owners of the Unit or by such persons as are authorized to represent the interests of all Owners of the Unit. If no address is registered or if all of the Owners cannot agree, then the address of the Unit will be deemed the registered address of the Owner(s), and any notice will be deemed duly given if delivered to the Unit. All notices and demands intended to be served upon the Association will be sent to the following address or such other address as the Association may designate from time to time by notice to the Owners:

Meadow Park West 5A Condominium Association, Inc.  
c/o Cottonwoods Meadow Village, LLC  
Attn. Rulon Gardner  
201 South Main Street, Suite 2015  
Salt Lake City, Utah 84111

19.11 **Service of Process.** The name and place of business of the person to receive service of process is as set forth in the Articles and initially will be Skyler Gardner, whose place of business within Utah is 201 South Main Street, Suite 2015, Salt Lake City, Utah 84111.

[Signatures appear on the next page.]





Exhibit A

Legal Description of the Land

**BOUNDARY DESCRIPTION**

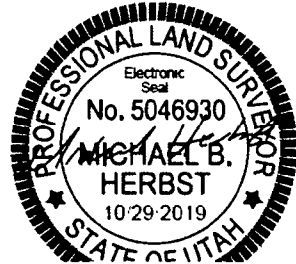
A parcel of land, situate in the Southwest Quarter of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian located in Mountain Green, Utah, more particularly described as follows

Beginning at the Southeast Corner of Stone Ridge, A P U D Subdivision, said point being North 3581.01 feet and East 1437.68 feet to the Southwest Corner of Stone Ridge, A P U D Subdivision, (also being the Northwest Corner of Cottonwood Meadows A P U D Subdivision) and South 73°07'41" East 626.00 feet along the common line between Stone Ridge, A P U D Subdivision and Cottonwood Meadows A P U D Subdivision and South 35°54'02" East 67.42 feet along the common line between Stone Ridge, A P U D Subdivision and Cottonwood Meadows A P U D Subdivision and North 80°10'09" East 55.00 feet along common line between Stone Ridge, A P U D Subdivision and Cottonwood Meadows A P U D Subdivision from the Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 30 (said section corner also called out on the Recorded Plat for Cottonwood Meadows A P U D Subdivision as the CE 1/16 Corner of said Section 30) (Basis of Bearing being North 88°42'14" West 1342.03 feet between said Southwest Corner of the Southeast Quarter of the Northeast Quarter of Section 30 (also known as the CE 1/16 Corner of said Section 30) and the Center of said Section 30 and running,

- thence North 09°49'51" West 149.67 feet along the Easterly Line of Stone Ridge, A P U D Subdivision.
- thence Northeasterly 329.41 feet along the arc of a 222.50-foot radius tangent curve to the right (center bears North 80°10'09" East and the long chord bears North 32°34'56" East 300.14 feet with a central angle of 84°49'34") along the Easterly and Southerly Lines of Stone Ridge, A P U D Subdivision,
- thence North 74°59'43" East 296.16 feet along the Southerly Line of Stone Ridge, A P U D Subdivision.
- thence Easterly 323.98 feet along the arc of a 600.00-foot radius tangent curve to the right (center bears South 15°00'17" East and the long chord bears South 89°32'09" East 320.06 feet with a central angle of 30°56'16") along the Southerly Line of Stone Ridge, A P U D Subdivision to a point of reverse curvature.
- thence Easterly 33.15 feet along the arc of a 230.00-foot radius curve to the left (center bears North 15°55'59" East and the long chord bears South 78°11'46" East 33.12 feet with a central angle of 08°15'29") along the Southerly Line of Stone Ridge, A P U D Subdivision to a point of reverse curvature.
- thence Southeasterly 20.77 feet along the arc of a 15.00-foot radius curve to the right (center bears South 07°40'30" West and the long chord bears South 42°39'45" East 19.15 feet with a central angle of 79°19'30") along the Southerly Line of Stone Ridge, A P U D Subdivision,
- thence South 03°00'00" East 4.31 feet along the Southerly Line of Stone Ridge, A P U D Subdivision,
- thence North 87°00'00" East 55.00 feet along the Southerly Line of Stone Ridge, A P U D Subdivision,
- thence Southerly 78.19 feet along the arc of a 172.50-foot radius non-tangent curve to the left (center bears North 86°59'59" East and the long chord bears South 15°59'09" East 77.52 feet with a central angle of 25°58'16").
- thence South 28°58'16" East 195.34 feet,
- thence Southerly 544.79 feet along the arc of a 627.50-foot radius tangent curve to the right (center bears South 61°01'44" West and the long chord bears South 04°05'58" East 527.84 feet with a central angle of 49°44'37").
- thence South 20°46'21" West 7.17 feet to a point on the Northerly Line of Cottonwood Meadows A P U D Subdivision,
- thence North 69°13'39" West 55.00 feet along the Northerly Line of Cottonwood Meadows A P U D Subdivision,
- thence Southwesterly 23.02 feet along the arc of a 15.00-foot radius non-tangent curve to the right (center bears North 69°13'38" West and the long chord bears South 64°44'21" West 20.83 feet with a central angle of 87°55'58") along the Northerly Line of Cottonwood Meadows A P U D Subdivision,
- thence North 71°17'40" West 19.51 feet along the Northerly Line of Cottonwood Meadows A P U D Subdivision,
- thence Westerly 88.88 feet along the arc of a 177.50-foot radius tangent curve to the left (center bears South 18°42'20" West and the long chord bears North 85°38'22" West 87.95 feet with a central angle of 28°41'24") along the Northerly Line of Cottonwood Meadows A P U D Subdivision to a point of reverse curvature.
- thence Westerly 507.59 feet along the arc of a 960.90-foot radius curve to the right (center bears North 09°59'04" West and the long chord bears North 84°51'06" West 501.71 feet with a central angle of 30°15'57") along the Northerly Line of Cottonwood Meadows A P U D Subdivision,
- thence North 69°43'07" West 166.17 feet along the Northerly Line of Cottonwood Meadows A P U D Subdivision,
- thence Westerly 116.00 feet along the arc of a 227.50-foot radius tangent curve to the left (center bears South 20°16'53" West and the long chord bears North 84°19'33" West 114.75 feet with a central angle of 29°12'51") along the Northerly Line of Cottonwood Meadows A P U D Subdivision to a point of reverse curvature.
- thence Northwesterly 23.33 feet along the arc of a 15.00-foot radius curve to the right (center bears North 08°55'58" West and the long chord bears North 54°22'55" West 21.05 feet with a central angle of 89°06'07") along the Northerly and Easterly Lines of Cottonwood Meadows A P U D Subdivision,
- thence North 09°49'51" West 179.28 feet along the Easterly Line of Cottonwood Meadows A P U D Subdivision to the point of beginning

Contains 707,627 square feet or 16.245 acres

*Michael B. Herbst*



**Exhibit C**

## Interests in Common Areas

Unit No.	Square Footage	Percentage Interest in Common Areas
101	3,025	9.0909%
102	3,025	9.0909%
103	2,475	9.0909%
104	3,025	9.0909%
105	2,475	9.0909%
106	3,025	9.0909%
107	2,475	9.0909%
108	3,025	9.0909%
109	3,025	9.0909%
110	2,475	9.0909%
111	3,025	9.0909%
Total		100.0000%

## Exhibit D

### Minimum Design Requirements

1. **Minimum Square Footages - Garage Orientation.** No Residence shall be constructed, altered, placed or permitted to remain on any Unit unless the main floor area, exclusive of basement, open porches and garages, is 1,500 square feet or greater. Garages shall be enclosed, large enough for at least two (2) cars.

2. **Setbacks.** No Residence shall be located outside the boundary of the Unit upon which it is located. Residences shall be designed so that the garage extends no more than eight (8) feet beyond the furthest forward plane of the residence. The Management Committee may approve garage forward designs which exceed the eight (8) foot limitation, for residences which have living space above the garage and demonstrate superior architectural design. The Management Committee may take into account unique aspects of a particular Unit and grant variances to the foregoing standards; provided, however, that no such variance shall be granted in contravention of applicable Morgan County zoning ordinances and any purported variance in violation of such ordinances shall be deemed void to the extent it is inconsistent with such zoning ordinances. A site plan shall be submitted to the Management Committee for review prior to any improvements being made on a Unit.

3. **Height.** No Residence or other Improvements shall be located on any Unit with an average height in excess of thirty-five (35) feet, measured from the average finished grade surface at the foundation, to the highest point of the building roof or coping of such building. Declarant reserves the right to modify the grade of any Unit prior to commencement of construction of a Residence in an amount not to exceed four (4) feet related to measuring height of structure as per approved building or grading permit.

4. **Architectural Style and Compatibility of Improvements.**

**Exterior Materials.** The exterior façade of all Residences shall be constructed of a combination of at least two (2) materials including: residential brick masonry, natural stone, cultural stone, cement fiber board or equivalent. Log veneer siding, aluminum siding, vinyl siding and stucco is prohibited. [Exterior exposed foundations are to be finished to six (6) inches below finished backfill grade.]

**Fire Mitigation.** Extra fire mitigation construction standards shall be implemented on Residences with separation ten (10) feet or less. These standards are:

1. All Residence exteriors walls will be Cement fiber board, masonry, stone or similar material with an equivalent fire rating.

2. The first four feet of roof sheathing (as measured from the fascia to the interior of the home) shall be a Fire Rated OSB, LP Flame Block or equivalent.

3. The aluminum soffit on the sides of the Residence will be Non-Vented.
4. Exhaust venting within the soffit on the sides of the home will be prohibited, all venting will be done on the front or rear elevations of the home.
5. Side elevations with gables will not have gable vents.
6. Corbels and other wood architectural details will be prohibited on the side of the home.
7. Side elevation windows will be glazed with a fire rating or offset when they directly line up with windows on the adjacent home.
8. Wooden deck material will be prohibited on any elevation of the Residence. Decks or steps if constructed must be from Class A fire rated materials.
9. Landscaping between Residences must be turf or xeriscaped. Woody vegetation will be prohibited.
10. Storage of any materials between Residences is prohibited.

**Soffit and Eaves.** Aluminum soffits and fascia trim is required on the eaves, provided, however, that a minimum width of six (6") inches shall be required on the fascia.

**Roofs.** Roof surfaces shall slope a minimum of 4:12 pitch. Roofs from 3:12 to 0:12 (flat) may be approved on a case by case basis by the Management Committee. Roof shall be finished with architectural grade asphalt shingles, simulated slate shingles, simulated wood shingles. Limited use of dark colored standing seam metal, weathered copper or other materials may be approved on a case by case basis by the Management Committee. Owners are encouraged to use asymmetrical and fragmented ridgelines stepping to follow breaks in the foundation as the house steps down the natural slope and cross gables to break up long ridgelines. A-frame, geodesic dome and other irregular roof forms are prohibited.

**Colors.** Colors of exterior materials shall be white and grey earth tones and dark (subdued) shades of green, blue and red; while allowing accents of white, dark red, beige, rust, black. Additional colors may be approved at the discretion of the Management Committee. Care should be given that each Residence complements those around it, and not detract in design, quality or appearance. All exterior materials and colors must be approved in writing by the Project Management Committee. All final decisions with respect to these enumerated standards and their application to a particular proposed structure in the Project shall be made by the Project Management Committee. All exposed metal flues, vents, ventilators, or other metallic rooftop protrusions shall be positioned on the back slope of the roof or painted to match the roof color to complement the exterior facade.

**Individual Management Committee Guidelines.** The following architectural guidelines shall apply to all Units; especially Units which have been deemed sensitive or highly visible from major roads and/or other properties. Any Residences with two exposed floors (e.g. Two-Story or exposed basement) constructed shall be required to incorporate a minimum of one of the structural elements and one of the architectural elements into the design of the rear elevation of the home as follows:

- a. Structural Elements
  - i. Hip Roof
  - ii. Roof dormers on rear of the roof
  - iii. Addition of bay window or other popped out element
  - iv. Offset second floor
  - v. First floor roof break
  - vi. Covered deck element
  
- b. Architectural Elements
  - i. Natural stone or pre-cast trim detail around all windows and doors
  - ii. Window pane detail, i.e. added grid pattern to the window glass
  - iii. Shutters installed on all second floor windows
  - iv. Material or color breaks between the first and second floors. Material breaks could include brick and/or stone details, or other options approved by the Management Committee.