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**RESTATED AND AMENDED
DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS
AND
RESERVATIONS
FOR
CEDAR SPRINGS CONDOMINIUM**

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**RESTATED AND AMENDED
DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND
RESERVATIONS
FOR
CEDAR SPRINGS CONDOMINIUM**

This Restated and Amended Declaration and Covenants, Conditions, Restrictions and Reservations for Cedar Springs Condominium ("Restated Declaration"), is made and executed by and between the Owners of Units in Cedar Springs Condominium ("Cedar Springs") on the date shown below after being voted on and approved by the Owners of Units within Cedar Springs and Members of the Cedar Springs Condominium Association, Inc. ("Association"), in accordance with the Association's Governing Documents and the provisions of the Utah Condominium Ownership Act ("Act").

RECITALS

- A. Capitalized terms in this Restated Declaration are defined in Article I.
- B. Cedar Springs Condominium was created by recording the "Declaration and Covenants, Conditions, and Restrictions and Reservations for Cedar Springs Condominium," ("Enabling Declaration") on September 16, 1976, as Entry No. 442676 in Book 616, Page 549, in the Office of the Davis County Recorder.
- C. The property that is the subject of this Restated Declaration is situated in and upon certain real property located in Davis County, State of Utah, as specifically described in Exhibit "A", attached hereto and incorporated herein by this reference, including the Common Area that is appurtenant to each Unit as shown on the plat maps for Cedar Springs Condominium, as recorded in the office of the County Recorder for Davis County, State of Utah. There are 202 Units at Cedar Springs Condominium.
- D. The purpose and intent of this Restated Declaration is to restate, replace and amend the Cedar Springs Enabling Declaration and all prior amendments and Bylaws and to subject all Units and Unit Owners within Cedar Springs to one set of covenants, conditions and restrictions as set forth in this Restated Declaration.

NOW, THEREFORE, to accomplish the Owners' objectives, this Restated Declaration is hereby adopted. The Governing Documents are hereby restated, replaced, and amended by this Restated Declaration. It is the intent of the Owners that this Restated Declaration replace all prior Governing Documents and that this Restated Declaration be the sole set of restrictive covenants governing the Units, the Common Area, and the Association. Regardless of any language herein to the contrary, the following are not renounced, rescinded, revoked, replaced or amended: the Plat Maps (as defined herein); the submission and dedication of the real property described in Exhibit "A" to the provisions of the Act and this Restated Declaration; the ratification, approval and incorporation of Cedar Springs Condominium Association, as a Utah non-profit corporation, and the Articles of Incorporation on file with the State of Utah; and, any other provision, paragraph, or section that is required to maintain the legal status of the Project as a Utah condominium which, if repealed, would nullify the legal status of the Project.

It is hereby declared that the Property shall be held, sold, conveyed, leased, rented, encumbered and used, subject to the following Restated Declaration and the covenants, restrictions, limitations, and conditions contained herein, all of which shall constitute covenants which run with the Land and shall be binding on and be for the benefit of the Association and all Unit Owners of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees and assigns, all as set forth herein.

The statements set forth in the above recitals are hereby approved and accepted as accurate and shall constitute part of this Restated Declaration.

ARTICLE I DEFINITIONS

- 1.1 **"Articles of Incorporation"** shall mean and refer to the Articles of Incorporation of the Cedar Springs Condominium Association, Inc. on file or to be filed with the Utah Department of Commerce or its equivalent.
- 1.2 **"Assessment"** shall mean and refer to any amount imposed upon, assessed, or charged a Unit Owner or Resident at the Project.
- 1.3 **"Association"** shall mean and refer to the Cedar Springs Condominium Association, Inc.
- 1.4 **"Board of Directors"** or **"Board"** shall mean and refer to the Board of Owners elected to manage, operate, and control the Project and operate the Association.
- 1.5 **"Building"** shall mean and refer to any of the structures constructed in the Project.
- 1.6 **"Bylaws"** shall mean and refer to the Bylaws of the Cedar Springs Condominium Association, Inc., a copy of which is attached to and incorporated in this Restated Declaration by reference as Exhibit "C".

- 1.7 **“Capital Improvement”** shall mean and refer to all nonrecurring expenses (as opposed to day-to-day expenses) to repair, maintain or replace significant fixed assets in the Project intended to extend the useful life or restore, enhance, improve, or ameliorate the utility, value or beauty of the Common Areas or Facilities, and shall not include maintenance or repair costs to the existing Units or Common Area.
- 1.8 **“Common Areas”** shall mean all land and all portions of the property not located within any Unit; all Common Area and facilities such as pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, the foundations, columns, girders, beams, supports, perimeter and bearing walls, roofs, halls, stairs, stairways, and entrances and exits designed for the use of more than one Unit of the Buildings; the sidewalks, walkways, patios, landscaped and planted areas, parking areas, excess roads, driveways, fences and walls, exterior lighting and storage areas; the structure that creates each carport; installations such as power, light, gas, existing for common use; all apparatus and installations existing for common use, recreational and other Community facilities; all portions of the Property not specifically included within the individual Units; and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use, and all areas designated as Common Areas and facilities in the Act. Common Area shall also include the following:
- a. The real property and interest in real property submitted hereby, including the entirety of the Tract and all Improvements constructed thereon, excluding the individual Units.
 - b. All Common Areas and Facilities designated as such in the Map or Maps.
 - c. All Limited Common Areas as defined herein;
 - d. All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners, such as telephone; electricity, gas, water and sewer;
 - e. The Project’s outdoor grounds, lighting, perimeter fences, mailboxes, landscaping, retaining walls, sidewalks, open parking spaces, and roadways; and
 - f. All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of its Members, including, at the discretion of the Board, television, digital, and internet services. If the Board decides the Association shall not provide television, digital or internet services, nothing herein shall be interpreted as requiring the Association to provide such services.
- 1.9 **“Common Expense”** shall mean and refer to:

- a. All sums lawfully assessed against the Owners;
 - b. Expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities;
 - c. Expenses allocated by the Association in accordance with the Act and this Restated Declaration;
 - d. Expenses agreed upon as Common Expenses by the Association; and
 - e. Expenses agreed upon as Common Expenses by the Governing Documents.
 - f. The intent of this Restated Declaration is to have all Unit Owners share in the cost of maintaining and repairing Common Areas as set forth herein. However, unless specifically stated herein, fixtures, appliances or utilities that exist separately to serve only one Unit, such as air conditioning units, shall be maintained and repaired at the sole cost of the Unit Owner for whose benefit the fixture or appliance exists.
- 1.10 **"Community"** shall mean and refer to the Project.
- 1.11 **"Governing Documents"** shall mean and refer to all amendments subsequent to the Enabling Declaration, including this Restated Declaration, the Association Bylaws, Articles of Incorporation, and Rules and Regulations.
- 1.12 **"Guest"** shall mean and refer to an invitee, temporary visitor, or any Person whose presence within the Project is approved by or is at the request of a particular Resident.
- 1.13 **"Improvement"** shall mean and refer to any physical change or addition to the Land to make it more valuable.
- 1.14 **"Land"** shall mean and refer to all of the real property subject to this Restated Declaration.
- 1.15 **"Limited Common Area"** shall mean and refer to those Common Areas designated in this Restated Declaration as reserved for the use of a certain Unit Owner to the exclusion of the other Unit Owners.
- 1.16 **"Majority"** shall mean and refer to those eligible votes of Owners or other groups as the context may indicate totaling more than fifty percent (50%) of the total eligible number.
- 1.17 **"Map"** shall mean and refer to the Amended and Restated Record of Survey Map on file in the office of the County Recorder of Davis County, Utah.

- 1.18 **"Member"** shall mean when referring to the Association, each Owner, because he or she is obligated, by virtue of ownership of a condominium Unit to be a Member of the Association, and when referring to the Board of Directors, each Owner duly appointed, elected, and qualified to serve on that entity.
- 1.19 **"Owner"** shall mean and refer to the Person who is the Owner of record as shown on the records of the County Recorder of Davis County, Utah, of a fee or an undivided fee interest in a Unit, excluding the following: a purchaser under an unrecorded purchase contract, a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to the purchase, foreclosure or any arrangement or proceeding in lieu thereof.
- 1.20 **"Percentage Interest"** shall mean that figure set forth on Exhibit "B", attached, expressed as a percentage of ownership by Unit Owners in the Common Areas of the Project and shall be for all purposes, including voting and assessments. Common Expenses shall be allocated among the Unit Owners in accordance therewith. The percentage of ownership in the Common Areas shall be as set forth in Exhibit "B". Voting rights in the Association are held solely in connection with the Ownership of a Unit. Owners shall pay their Percentage Interest of Common Expenses as set forth in this Restated Declaration. The aggregate Percentage Interest of ownership in the Common Areas shall equal 100 percent.
- 1.21 **"Person"** shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.
- 1.22 **"Project"** shall mean and refer to the Cedar Springs Condominium Project.
- 1.23 **"Resident"** shall mean and refer to any Person living, abiding, dwelling, occupying, or staying in a Unit at the Project. This includes but is not limited to all lessees, tenants and the family members, agents, representatives, or employees of Owners, tenants, or lessees.
- 1.24 **"Restated Declaration"** shall mean and refer to this Amended and Restated Declaration of Condominium of the Cedar Springs Condominium Project.
- 1.25 **"Single Family"** shall mean (a) a single Person living alone or with the Person's children, (b) up to three unrelated persons living together as a single housekeeping Unit, or (c) any number of individuals, related by blood, marriage, adoption, or guardianship, living together as a single housekeeping unit.
- 1.26 **"Unit"** shall mean and refer to a separate physical part of the Property intended for independent use, including one or more rooms or spaces located in one or more floors or part or parts of floors in a Building. Mechanical equipment and appurtenances located within any one Unit, or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, air conditioning

compressors, furnaces, water heaters, apparatus, systems or equipment, fixtures and the like, shall be considered part of the Unit; so shall all decorated surfaces of interior walls, floors and ceilings, including but not limited to all paint, wallpaper, wall coverings, windows and window frames, doors and door frames, trim, carpeting, tile and linoleum. All pipes, wires, conduits, or other utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members, parts, components or any other property of any kind, including fixtures or appliances within any Unit, which are removable without jeopardizing the integrity, soundness, safety or usefulness of the remainder of the Building within which the Unit is located, shall be deemed to be part of the Unit.

- a. The provisions of the Condominium Ownership Act (U.C.A. §57-8-7.2) are hereby adopted to further clarify the boundary line between a Unit and the Common Area. The following are part of a Unit: lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring; and any other material constituting part of the finished surface of a wall, floor, or ceiling.
- b. Any portion of a wall, floor, or ceiling not listed in subsection (a) is part of the Common Areas and Facilities.
- c. If a chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit:
 - (i) Any portion of a wall, floor, or ceiling not listed in subsection (a) is part of the Common Areas and Facilities; and
 - (ii) Any portion of an item described in this subsection (c) is part of the Common Areas and Facilities if the item serves more than one Unit or any portion of the Common Areas and Facilities.
- d. Subject to subsection (c), the following within the boundaries of a Unit are part of the Unit: spaces, interior partitions, and other fixtures and improvements, including but not limited to utility pipes, lines, systems, fixtures and appliances.
- e. The following, if designated to serve a single Unit but located outside the Unit's boundaries, are Limited Common Areas and Facilities allocated exclusively to a Unit: a shutter, an awning, a window box, a doorstep, a stoop, a porch, a balcony, a patio, an exterior door, an exterior window, and any other fixture.

ARTICLE II DESCRIPTION OF BUILDINGS AND IMPROVEMENTS

- 2.1 There are 22 Buildings containing 202 residential Units arranged in a garden-type setting. Five of the Buildings have four levels with one and three bedroom Units and seventeen Buildings are two levels having two-bedroom Units. In addition, there is a clubhouse containing a two-bedroom manager's apartment. The Buildings are of similar construction.

Footings and foundations are concrete, while the exterior walls are brick veneer, cedar siding and concrete aggregate panels. The Buildings have mansard roofs with asphalt wood on the upper floors. Doors and cabinets are hardwood and windows are sliding aluminum. The Buildings contain 56 one-bedroom Units, of which 50 Units have balconies or patios, while 6 Units have no balconies or patios. There are 118 two-bedroom Units having a bath and one-half, and patios. The remaining 28 Units are three-bedroom two-bath town houses with balconies. The clubhouse has a laundry room, exercise room, and two restrooms. A fenced swimming pool is located adjacent to the clubhouse. There are parking spaces on-site for over 286 automobiles; of this number 202 are open frame carports with steel posts and corrugated roofs.

ARTICLE III LOCATION AND DESIGNATION OF UNITS

- 3.1 Each Unit is identified by a Building designation using letters A through X with the exception of letters "I" and "O", followed by a number to identify the Unit within the particular Building. The Units are more fully described in Exhibit "B" attached hereto and in the Record of Survey Map.

ARTICLE IV ACCESS

- 4.1 **Access to Common Ways.** Each Unit in the five four-level Buildings has direct access to the Common Area hallways leading to exit doors from the Buildings. The Units in the seventeen two-level Buildings have direct access to exterior Common Area walkways.
- 4.2 **Access to Public Streets.** The Common Area main entrance has direct access to 70 West Street in Centerville, a public street, and has access to Main Street via two feeder streets, 115 North Street and 50 South Street.

ARTICLE V DESCRIPTION OF COMMON AREAS AND FACILITIES

- 5.1 **Common Areas.** Except as otherwise specifically reserved, assigned, or limited by the provisions of Article VI hereof, the Common Areas and facilities consist of the following:
- a. The Land above described.
 - b. The roofs, foundations, columns, girders, studding, joists, beams, supports, main walls (excluding only nonbearing interior portions of Units), and all other structural parts of the Buildings, to the Units' perimeter walls, floors, ceilings, windows, and doors; that is, to the boundaries of the Units as defined in the Act and as defined in Article I herein.

- c. Installations of services serving more than a single Unit, such as power, light, gas, pipes, conduits, and wires, wherever they may be located whether in partitions or otherwise; tanks, pumps, motors, fans, compressors, ducts; and in general all apparatus and installations existing for common use wherever located on the property, within Units or without.
- d. The driving areas which provide access to the Limited Common Areas for parking and any Guest parking or other parking areas not assigned to Units.
- e. The yards, gardens, landscaped areas and walkways which surround and provide access to the Buildings or are used for recreational purposes, including swimming pool and sun decks.
- f. The basements, lobbies, halls and corridors not within individual Units, storage areas, sun decks, recreational rooms, stairways and stairs, and entrances and exits of the Buildings.
- g. The Clubhouse, including premises for the lodging or use of persons in charge of, or maintaining, the property.
- h. All other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.
- i. Certain items which could ordinarily be considered Common Areas such as but not limited to, window screens, awnings, storm windows, and the like, may, pursuant to decision of a Majority of Owners and specifications in the Bylaws or administrative rules, be designated as items to be furnished and maintained by Owners at their individual expense, in good order, according to the standards and requirements set by the Board by rule, regulation or Bylaws.

5.2 **Clubhouse Rental.** The Association, through its Board, shall be permitted to rent the use of the clubhouse to Owners on a daily basis. The Board shall set the amount of any rental fee, the amount of any required deposit and any rules that must be followed during the time the Clubhouse is rented. The rental fee shall reasonably approximate the cost to the Association of the expenses associated with the use of the clubhouse. The Association may also assess a cleaning fee. The cost to repair any damage caused to the clubhouse during the time it is rented shall be assessed as a common expense directly to the Owner who rented the clubhouse.

5.3 **Vegetation.** No Owner shall plant any vegetation in the Common Area without first receiving written permission from the Association. Any vegetation an Owner receives permission to plant in the Common Area shall be maintained by the Owner and at the Owner's expense. Failure of an Owner to properly maintain any vegetation planted by the

Owner shall be grounds for the Association to remove the vegetation and assess the Owner of the Unit the expense thereof.

ARTICLE VI LIMITED COMMON AREAS

- 6.1 **Reservation of Use.** The Limited Common Areas and facilities are reserved for the exclusive use of the Unit or Units to which they are adjacent or assigned and consist of:
- a. The balcony and patio areas, which are adjacent to certain Units as more particularly shown on the Record of Survey Map, the boundaries of said balcony areas being defined by the interior surfaces of the walls, floor, ceiling, doors, windows, ground, railings, fence, or curb enclosing said balcony and patio areas.
 - b. The carport parking stall which is assigned to each Unit as more particularly shown on the Record of Survey Map, the boundaries of said parking stall being defined by the roof, floor and steel supports enclosing said parking stall.
 - c. The storage lockers which are assigned to certain Units more particularly shown on the Record of Survey Map, the boundaries of said storage locker being defined by the interior surfaces of top, bottom, door, and sides of said storage locker.
- 6.2 **Interior Surfaces.** As used in Section 6.1, the term "interior surfaces" shall not mean decorative finishes and coverings applied to such surfaces (including paint, wall-paper, paneling, carpeting and tiles). Said decorative finishes and coverings along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) located in and used in connection with said Limited Common Area, shall be deemed a part of said Limited Common Area.
- 6.3 **Parking Spaces.** Parking spaces and storage lockers have been assigned to the Units as indicated on Exhibit "B". Any unassigned parking stalls shall remain Common Areas.

ARTICLE VII INTEREST IN COMMON AREAS

- 7.1 Percentages of interest for each Unit are expressed in Exhibit "B" attached hereto. Each Unit includes all the Limited Common Areas appertaining thereto including a parking space and in certain instances a storage area, and the percentage of undivided interest in the Common and Limited Common Areas appertaining thereto.

**ARTICLE VIII
ASSOCIATION OF UNIT OWNERS**

- 8.1 **Form of Association.** The term "Association" as used herein shall mean the Association of Unit Owners as defined in the Act. Said Association shall be a nonprofit corporation.
- 8.2 **Membership.**
- a. **Qualification.** Each fee Owner shall be a Member of the Association. There shall be one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall, upon written notice from the contract seller to the Association, exercise the rights of the Unit Owner for purpose of the Association, this Restated Declaration, and Bylaws, except as hereinafter limited, and shall be the voting Owner unless otherwise specified. Ownership of Unit shall be the sole qualification for membership in the Association.
 - b. **Transfer of Membership.** The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, or conveyed or alienated in any way except upon the transfer of legal title to said Unit and then only to the transferee of title of such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

**ARTICLE IX
MANAGEMENT OF CONDOMINIUM**

- 9.1 **Voting- Number of Votes.** The total voting power of all owners shall be 100 votes and the total number of votes available to owners of any one unit shall be equal to the Percentage Interest appertaining to such unit, as shown on the attached Exhibit "B".
- 9.2 **Management by Board.** All administrative power and authority shall vest in a Board of Directors of between five (5) and nine (9) directors elected from among the Unit Owners. The Board may delegate all or any portion of such power to a manager, managing agent, or officer of the Association or in such manner as may be provided by the Bylaws. The Board shall elect a president from among its Members, who shall preside over meetings of the Board and the meetings of the Association. Such Board shall be deemed the management committee in all respects referred to in the Act.
- 9.3 **Authority of the Board.** The Board, for the benefit of the condominium and the Owners shall enforce the provisions of this Restated Declaration and of the Bylaws, shall have all powers and authority permitted to the Board under the Act and the Restated Declaration, and shall acquire and shall pay for out of the Common Expense fund hereinafter provided

for, all goods and services requisite for the proper functioning of the condominium, including to but not limited to the following:

- a. Water, sewer, garbage collection, electrical, telephone, gas and any other necessary utility service as required for the Common Area. If one or more Units or the Common Areas are not separately metered, the utility service may be paid as a Common Expense, and the Board may by reasonable formula allocate a portion of such expense to each such Unit involved as a portion of its Common Expense.
- b. Policies of insurance or bonds providing coverage for fire and other hazard, liability for personal injury and property damage, and for fidelity of Association officers and other employees, as the same are more fully required hereafter and in the Bylaws.
- c. The services of persons or firms as required to properly manage the affairs of the condominium to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine are necessary or proper for the operation of the Common Area, whether such personnel as the Board shall determine are necessary or proper for the operation of the Common Area, and whether such personnel are employed directly by the Board or are furnished by the manager or management firm or agent.
- d. Legal and accounting services necessary or proper in the operation of the Association affairs, administration of the Common Area, or the enforcement of this Restated Declaration.
- e. Painting, maintenance, repair and all landscaping and gardening work for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area; provided, however, that the interior surfaces of each Unit shall be painted, maintained, and repaired by the Owners thereof, all such maintenance to be at the sole cost and expense of the particular Owner as more particularly provided in Section 10.5. The Association shall maintain the exterior of the Building as set forth in the Maintenance Chart attached hereto as Exhibit "E". In the event of conflict between the provisions of this Restated Declaration and the Maintenance Chart, the Maintenance Chart shall control.
- f. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or Assessments which the Board is required to secure by law or which in its opinion shall be necessary or proper for the operation of the Common Area or for the enforcement of this Restated Declarations; provided that if for any reasons such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or Assessments are provided for particular Units or their Owners, the cost thereof shall be specially assessed to the Owner of such Units.
- g. Maintenance and repair of any Unit, its appurtenances and appliances, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Area or preserve the appearance and value of the condominium, and the

Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner or Owners; provided that the Board shall levy a special Assessment against the Unit of such Owner or Owners for the cost of such maintenance or repair.

- h. The Board may also pay any amount necessary to discharge any lien or encumbrance levied against the entire property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the property or against the Common Areas, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs and expenses incurred by the Board by reason of such lien or liens shall be assessed against the Owners and the Unit responsible to the extent of their responsibility.
- i. Nothing herein contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.
- j. The Board shall have the exclusive right to contract for all goods and services, payment of which is to be made from the maintenance fund. The Board may delegate such powers subject to the terms hereof. In any event, the Board shall not approve, sign, execute or enter into any contract with any service provider for a period of time greater than five years.
- k. The Board may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interest therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the Owners in the same proportion as their respective interests in the Common Areas, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct.
- l. The Board and its agents or employees, may enter any Unit or Limited Common Area when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board out of the Common Expense fund if the entry was due to an emergency (unless the emergency was caused by the Owner of the Unit entered, in which case the cost shall be specially assessed to the Unit entered) or for the purpose of maintenance, or repairs, to Common or Limited Common Areas where the repairs were undertaken by or under the direction or authority of the Board. If the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially assessed to such Unit.
- m. Each Owner, by the mere act of becoming an Owner or contract purchaser of a Unit, shall irrevocably appoint the Association as his attorney-in-fact, with full power of

substitution, to take such action as reasonably necessary to promptly perform the duties of the Association and Board hereunder, including but not limited to the duties to maintain, repair and improve the property, to negotiate with insurance carriers upon damage or destruction, and to secure insurance proceeds.

ARTICLE X REGULATION OF USES

- 10.1 Residential Use.** The residential Units shall be used for Single Family residential purposes only, on an ownership, rental or lease basis; and for the common social, recreational or other reasonable uses normally incident to such purposes, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Such use as a Single Family residence shall be deemed to include accessory use as a professional office to the extent permitted by applicable zoning ordinances and to the extent customarily incidental to primary use as a residence. Units of the Building may be used for the purposes of operating the Association and for the management of the condominium if required.
- 10.2 Business Restrictions.** Inasmuch as Cedar Springs Condominium is a residential community where neighbors live in close proximity to each other, no business of any kind shall be established, conducted, permitted, operated, or maintained at Cedar Springs Condominium except the business meets all federal, state and municipal laws, ordinances and licensing requirements, as well as complying with the Cedar Springs Declaration, bylaws, rules and regulations. The following are the requirements for home occupation businesses:
- a. Customers, patrons, guests, clients, or individuals may come to Units for business activity on a limited scale (not more than one at a time).
 - b. Any vehicles used in the business must comply with Association parking rules.
 - c. No business activities may be conducted between the hours of 9:00 p.m. and 8:00 a.m.
 - d. No soliciting shall be permitted.
 - e. Deliveries shall be limited to not more than one per day.
 - f. The Board may enact additional rules as needed to maintain a residential atmosphere and lifestyle.
- 10.3 Vehicle Parking.** Parking spaces are restricted to use for parking of operative automobiles; other items and equipment may be parked or kept therein only subject to the rules and regulations of the Board. The Board may require the removal of any inoperative, unlicensed, or unregistered vehicle, or any unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board may, upon reasonable notice to the Owner, cause removal at the risk and expense of the Owner thereof. Use of all parking areas may be regulated and is subject to the provisions of Article VI of

this Restated Declaration. The Board may, without notice to the owner of the vehicle, cause any vehicle to be towed from the property that is parked in an area that is a non-parking area, or that is parked in a parking space that is reserved for a specific Unit without the permission of the Owner of the Unit to which that space is assigned.

10.4 Common Drive and Walks. Common drives, walks, corridors, and stairways shall be used exclusively for normal transit and no obstructions shall be placed thereon or therein except by express written consent of the Board.

10.5 Interior Unit Maintenance

- a. Each Unit Owner shall maintain his or her Unit as set forth in the Maintenance Chart attached hereto as Exhibit "E". In the event of conflict between the provisions of Restated Declaration and the Maintenance Chart, the Maintenance Chart shall control.
- b. Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior of his Unit and its equipment, appliances, and appurtenances in good order, condition and repair and shall do all redecorating and painting at any time necessary to maintain the good appearance and condition of his Unit. Each Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, water or drain lines, fans, heating, air conditioning or other equipment, electrical fixtures or appliances which are in his Unit or service his Unit.
- c. The maintenance, replacement, and repair of all portions of any air conditioner shall be the responsibility of the Owner of the Unit which the air conditioner services.
- d. Unit owners who have a water heater that services only their Unit are individually responsible for the cost of maintenance, inspection, and replacement of the water heater that services their Unit. Owners of two-bedroom Units who share two water heaters between two Units are responsible for the cost of maintenance, inspection, and replacement of the shared water heaters. Owners of one-bedroom and three-bedroom Units who share one water heater among multiple Units share responsibility for the cost of maintenance, inspection, and replacement of the water heater that services their Units.

If a dispute arises among the Owners regarding water heater replacement, the board reserves the right to resolve the issue, at the Board's sole discretion, and the entire cost thereof shall be assessed as a common expense to the affected Unit Owners.

Unless otherwise covered by insurance, if a Unit is damaged by a broken, leaking or malfunctioning water heater, then the owner of the damaged unit shall solely be responsible for any costs associated with repairing the damage to their Unit.

- e. Without limiting the generality of the foregoing, each Owner shall have the right and the duty, at his sole cost and expense, to maintain, repair, paint, paper, panel, plaster, tile, and finish the interior surfaces of the ceilings, floors, window frames, door frames, trim, and the perimeter walls of the Unit and the surfaces of the bearing walls located within his Unit and shall not permit or commit waste of his Unit or the Common Areas.

Each Owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors, and walls. Each Owner and his agent have the right to maintain, repair, paint, finish, alter, substitute, add or remove any fixtures attached to said ceilings, floors or walls. This section 10.5 shall not be construed as permitting any interference with or damage to the structural integrity of the Building or interference with the use and enjoyment of the Common Areas or of the other Units or any of them, nor shall it be construed to limit the powers or obligations of the Board hereunder.

Limited Common Areas, as defined in Article VI, although the use, condition and appearance thereof may be regulated under provisions of this Restated Declaration or the Bylaws or rules, are for the sole and exclusive use of the Units for which they are reserved or assigned. Unit Owners will be responsible for care and maintenance of the Limited Common Areas reserved for or assigned to their Units. Owners may not, however, modify, paint or otherwise decorate, or in any way alter their respective Limited Common Areas without prior approval of the Board. With respect to a Limited Common Area reserved for or assigned to more than one Unit for the mutual and joint use thereof, the cost of caring for and maintaining such Limited Common Area shall be divided in equal shares among the Units for which such Limited Common Area is reserved with each such share being collected as a special Assessment owed by each such Unit.

- 10.6 **Exterior Appearance.** In order to preserve a uniform exterior appearance to all of the Buildings, and the Common and Limited Common Areas visible to the public, the Board may require and/or provide for the painting and other decorative finish of the Buildings, balconies, or other Common or Limited Common Areas, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Buildings, balconies, or other Common or Limited Common Areas undertaken or proposed by any Owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each Unit and each Building. The Board may also require use of a uniform color of draperies, under-draperies or drapery lining for all Units. All exterior doors shall be uniform in color. Upon request the Association shall provide any Owner with the information needed to obtain the proper paint to paint an exterior door. The Association shall not provide paint to Owners. If, in the sole discretion of the Board, any Owner fails to properly paint or maintain a door or its appearance, the Association may, after providing 10 days advance written notice to the Owner, paint or repair the exterior door and then assess as a Common Expense the Unit Owner expenses associated with the maintenance or repair of the door.
- 10.7 **Effect on Insurance.** Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area or Units without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common or Limited Common Areas which will result in the cancellation of insurance on any Unit or any part of the Common or limited areas, or which would be in

violation of any laws. This restriction includes a prohibition on hoarding and keeping undue amounts of clutter anywhere within the Association as described more fully below.

- 10.8 **Hoarding.** No Owner shall be permitted to hoard or keep undue, unnecessary, or excessive amounts of trash or clutter within their Unit. Hoarding is a condition wherein an occupant keeps, retains, or accumulates an excessive number of items that the average person would consider trash or clutter, or is a situation where an occupant accumulates an extraordinary amount of items that are beyond what a reasonable person could normally use. Hoarding is prohibited because it creates a fire hazard to other residents (due to, among other things, blocked exits and stacked papers) or a health hazard (due to vermin infestation, excreta and detritus from excessive pets). Hoarded food, trash or garbage creates the risk of stacks of items collapsing on the occupants and blocking exit routes. If, in the Board's sole discretion, it is determined that an Owner is hoarding, whether it be trash and/or other clutter within a Unit, the Association shall notify the offending Owner that the Unit must be cleaned and condition giving rise to the hoarding resolved within 30 days. Should the Owner fail to clean the Unit to a satisfactory condition within 30 days of the notice being sent, the Association shall seek a court order authorizing the Association representatives to, at the Unit Owner's sole expense, enter the Unit and remove any items that appear to be trash and to store, at the Unit Owner's expense, other items that appear to be clutter. All attorney fees, cleaning fees, court costs and any other expenses associated with cleaning the Unit and removing the conditions giving rise to the hoarding shall be assessed to the Unit Owner and collected in the same manner as other Common Expenses from the Unit Owner.
- 10.9 **Storage Space.** No items shall be stored in the mechanical rooms of any Unit where a furnace or water heater is located unless such items are stored in a neat and safe condition. No items that could potentially catch fire or exacerbate a fire shall be stored in any mechanical room. If the Board suspects that an Owner is storing items in a mechanical room in an unsafe manner the Board shall have the authority, after posting written notice 72 hours before entering the Unit, to enter the Unit and inspect conditions within the mechanical room. If, in the Board's opinion, an Owner is storing items in a mechanical room in an unsafe manner, the Board shall have the authority to enter the Unit and to remove the unsafe items from the mechanical room. The Board shall also have the authority to fine an Owner, according to the provisions of Article XII below, who violates this Section 10.9.
- 10.10 **Signs.** No sign of any kind shall be displayed to the public view on or from any Unit or Common Area or Limited Common Area without the prior consent of the Board.
- 10.11 **Pets.** No animals, which term includes livestock, domestic animals, poultry, reptiles or living creatures of any kind, shall be raised, bred, or kept in any Unit or in the Common or Limited Common Areas, whether as pets or otherwise, except subject to the rules and regulations adopted by the Board, or Bylaws adopted by the Association. The Board may at any time require the removal of any animal which it finds is disturbing other Owners unreasonably or is creating any smell or other nuisance in the Board's sole determination,

and may exercise this authority for specific animals even though other animals are permitted to remain.

In no event shall any Owner keep more than two (2) pets in his Unit at any time. No pet greater than 30 pounds (or 75 pounds for a dog) in weight or greater than 18 inches (or 24 inches for a dog) in height (measured at the back hips) shall be allowed at Cedar Springs. In addition, only those dogs not listed on the attached Exhibit "F" shall be permitted to reside within Cedar Springs. All pets in violation of these restrictions shall be strictly prohibited and promptly removed from Cedar Springs and the Owner of the pet shall pay all costs and attorney fees incurred in removing the pet. The Board shall have authority to order any pets removed that are brought into Cedar Springs after the date of this Restated Amendment that are in violation of these restrictions. The refusal of a Resident to allow verification of a pet's weight by the Board shall be conclusive proof of violation of this provision. A pet includes any animal residing at Cedar Springs for more than five (5) days in any one-year period.

Notwithstanding the foregoing, if a dog is residing within Cedar Springs as of the date this Restated Declaration is recorded that (a) is larger than the limitations set in this Section 10.11, or (b) is a breed listed on the attached Exhibit "F", then that specific dog shall be permitted to reside within Cedar Springs until the early to occur of: (a) the dog's death, (b) the dog moving out of Cedar Springs, or (c) the date the dog begins to create a nuisance or otherwise violates any of the other restrictions contained in this Section 10.11.

No owner or resident within Cedar Springs shall feed any feral cat or free-roaming cat on any property within Cedar Springs, including units, common areas and limited common areas. No owner or resident within Cedar Springs shall feed any animal within Cedar Springs that is not licensed to the owner or resident.

- 10.12 **Animal DNA Testing.** The Board is authorized to require DNA testing of any animal that is present in the Common Areas at any time. If an animal is observed in the Common Areas, the Board may require the pet's Owner, or if the animal belongs to a tenant, the tenant's landlord, to provide a DNA sample from the animal observed in the Common Areas. Failure or refusal to provide a DNA sample to the Board within five (5) days of a written request from the Board shall result in a special assessment against the tenant and the Unit Owner, jointly and severally, in the amount of \$350.00. In the event a DNA test indicates, confirms or identifies that a specific animal has soiled or otherwise left animal droppings in the Common Areas, the Unit Owner of the Unit where the animal is kept or housed shall pay a special assessment to the Association in the Amount of \$350.00, and shall also be liable to pay all costs and fees incurred in any manner whatsoever by the Association in connection with the DNA testing. In the event the Board enlists legal counsel to assist the Board in enforcing this section, the violating tenant and Unit Owner shall be jointly and severally liable to pay all attorney fees incurred by the Association, regardless of the filing of a complaint or not.
- 10.13 **Offensive Activity.** No noxious, destructive, offensive, or illegal activity shall be carried on in any Unit, in any Limited Common Area or Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners or to any person lawfully residing in the complex.

No work, maintenance or repair of automobiles (i.e. oil changes, brake jobs, tune ups & tire rotations) may be done on Cedar Springs' property (roadways & parking areas). Residents may, however, make emergency minor vehicle adjustments.

- 10.14 **Common Area Alterations.** Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board and after procedures required herein or by law.

ARTICLE XI REINVESTMENT FEE

11.1 Statement of Purpose:

- a. The Owners have observed and determined that over the years an excessive amount of time and expense has been incurred by the Association in connection with the transfer of a Unit within the Association from an existing owner to a new owner. Mortgage companies, real estate agents, lenders and underwriters require various forms to be filled out, completed and signed by the Association for the benefit of the parties buying and selling Units; and
- b. The members of the Association have determined that a Reinvestment Fee is appropriate and needed for the use and improvement of the Association's Common Areas and is required to benefit the Common Area appurtenant to the Units; and
- c. To offset the additional cost borne by the Association in connection with the upkeep and maintenance of the Common Area, the members of the Association have determined that a new purchaser of a Unit within the Association shall be assessed a non-refundable Reinvestment Fee. The amount of the Reinvestment Fee shall be 0.5% of the value of the Unit being sold.

11.2 **Reinvestment Fee.** Association hereby adopts a Reinvestment Fee. The amount of the Reinvestment Fee shall be 0.5% of the value of the Unit being sold. The Reinvestment Fee shall be paid by the purchaser of a Unit whenever a Unit is sold, transferred or conveyed to a new owner.

11.3 **Cap on Fee.** The Reinvestment Fee shall in no event exceed the amount of 0.5% of the value of the Unit being transferred.

11.4 **Runs with Land.** The Reinvestment Fee and the covenant to pay the Reinvestment Fee runs with the property described in Exhibit "A" and is intended to bind successors in interest and assigns of the real property described in Exhibit "A", attached hereto.

11.5 **Only Fee.** The existence of this Reinvestment Fee precludes the imposition of an additional Reinvestment Fee on the property described in Exhibit "A", attached hereto.

11.6 **Duration.** The duration of the Reinvestment Fee covenant is for a period of 25 years or until otherwise amended within 25 years.

- 11.7 **Purpose.** The purpose of the Reinvestment Fee required to be paid herein is for the use and improvement of the Association's Common Area and is required to benefit the Common Area property appurtenant to the Units described in Exhibit "A", attached hereto, and to pay for Association expenses as defined in UCA 57-1-46.
- 11.8 **Limitations.** The Reinvestment Fee shall not be enforced in the following circumstances or situations:
- a. an involuntary transfer;
 - b. a transfer that results from a court order;
 - c. a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
 - d. a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
 - e. the transfer of burdened property by a financial institution, except, a financial institution shall be required to pay the Association's costs directly related to the transfer of the burdened property in an amount of \$250.
- 11.9 **Amendments.** UCA 57-1-46(5) currently states that a reinvestment fee covenant "may not obligate the payment of a fee that exceeds .5% of the value of the burdened property." If UCA 57-1-46(5) is amended to permit a reinvestment fee covenant in an amount higher than .5% of the value of the burdened property, then the Board shall have the unilateral authority to amend this Article XI to increase the amount of the reinvestment fee. Otherwise, all amendments to this Article XI must comply with the provisions of Article 27.1 below.

ARTICLE XII COMMUNITY RULES AUTHORIZING FINES

- 12.1 **Fines; Authorization.** The Association, through its Board is hereby authorized to assess a fine against Unit Owners who violate provisions in the Governing Documents, which consist of this Restated Declaration, the Association Bylaws, and the Association rules and regulations. The Assessment of a fine shall be in accordance with the provisions of these Community Rules, and the rules and regulations adopted by the Board.
- 12.2 **Written Warning of Violation.** Before assessing a fine, the Board shall provide a written warning of the violation to the unit owner informing the unit owner that a fine will be imposed if the violation is not cured as stated in the written warning. The written warning shall:
- a. describe the violation;

- b. state the Rule or provision of the governing documents that the unit owner's conduct violates;
 - c. state that the board may, in accordance with the Utah Condominium Ownership Act, Utah Code Annotated, section 57-8-37, assess fines against the unit owner if (i) the violation is not cured (within the time required for a continuing violation), or (ii) if a similar violation is committed again within one year after the day on which the board gives the unit owner the written warning or assess a fine against a unit owner; and
 - d. for a continuing violation, state a time that is not less than 48 hours after the day on which the Board gives the unit owner the written warning by which the unit owner shall cure the violation.
- 12.3 **Repeat Violations.** If a violation is temporarily cured or stopped, but the same violation is repeated by the same unit owner or their tenant within one year from the date a written warning is first served or fine is assessed on the unit owner or tenant, the Board shall not be required, prior to assessing a fine or an additional fine, to serve another written warning upon the unit owner or tenant within the one year period, but may rely upon the notice provided in the first written warning.
- 12.4 **Time to Cure.** For a continuing violation, the violation must be cured within a time that is not less than 48 hours of the written warning that is delivered to the unit owner or the tenant, unless such time period is extended by the Board for good cause. The member of the Board or their agent that serves the written warning on the unit owner shall write on the notice the (a) date and time the written warning was served on the unit owner or tenant, and (b) the date and time by which the violation must be cured (if the violation is a continuing violation). If a unit owner repeats the violation within one year after receiving the written warning or fails to cure a continuing violation within the time required but less than one year after receiving the warning, the unit owner may be assessed a fine.
- 12.5 **Fines.** The Board may assess a fine against a unit owner if (a) within one year after the day on which the Board gives the unit owner a written warning, the unit owner commits another violation of the same rule or provision identified in the written warning, or (b) for a continuing violation, if the unit owner does not cure the violation within the time period that is stated in the written warning. If the violation is fully and completely cured within the time provided in the written warning, and is not repeated within one year of the time the written warning is first served on the unit owner, no fine may be assessed by the Board.
- 12.6 **Additional Fines.** The Board may, without providing an additional written warning, assess an additional fine against a unit owner each time a unit owner (1) commits a violation of the same rule or provision within one year from the day on which the board assesses a fine against a unit owner for a violation of the same rule, or (2) allows a violation to continue for 10 days or longer after the day on which the management committee assesses the fine. Additional fines shall be assessed according to the amount stated in the Rules for multiple violations.

12.7 Manner of Providing Notice of Violation and Fine. The written warning of a violation of the Rules of the association and the written notice of a fine imposed by the Board may be provided to the unit owner in any one or more of the following ways:

- a. Delivering a copy of the notice to the Unit Owner personally; or
- b. Sending a copy of the notice through certified or registered mail, addressed to the Unit Owner at his or her place of residence, in which case an additional 48 hours shall be allowed to cure the violation; or
- c. Leaving a copy of the notice with a Person of suitable age and discretion at the Unit Owners Unit; or
- d. Providing an electronic copy of the notice to the Unit Owner pursuant to Article X of the Bylaws; or
- e. Affixing a copy of the notice in a conspicuous place on the Building or Unit; or
- f. If the Person committing the violation is a tenant of the Unit Owner, by (1) personally delivering a copy of the notice to the tenant living at the Unit or affixing a copy in a conspicuous place on the Unit if a Person of suitable age or discretion could not be found, and by (2) delivering or mailing a copy of the notice to the Unit Owner at the address provided by the Unit Owner to the Association.

12.8 Non-Unit Owner Occupied Units: Renters & Guests. In cases where the unit is not occupied by the unit owner and the violation of the Rules is committed by a tenant residing in the unit, the unit owner shall be responsible for the failure of the tenant to cure a violation of the Rules. For purposes of the lease between the unit owner and the tenant, the provisions of the Rules and these community rules shall be incorporated by reference into the terms of the lease and the unit owner may collect from the tenant any fines the unit owner becomes obligated to pay by virtue of the tenant's actions. The unit owner is responsible for bringing a separate action to collect any such fines from the tenant. U.C.A. § 57-8-34 states that "All unit owners, tenants of such owners, employees of owners and tenants, or any other person who may in any manner use the property or any part thereof submitted to the provisions of this act shall be subject to this act and to the declaration and bylaws adopted pursuant to the provisions of this act." Residents (defined herein as renters, tenants, guests of unit owners or renters, and any person who temporarily or permanently lives in a unit, but excluding unit owners), are subject to the Rules adopted by the condominium association. Unit owners are ultimately responsible for the activities of Residents who reside in, visit, or in any manner use their condominium unit and the common area. Any fine assessed against a Resident or unit owner shall be joint and several liability of the Resident or unit owner as authorized in UCA § 57-8-8.1 (2)(b)((iii)(B). Because Residents are subject to the provisions of the condominium Rules, Residents are also subject to fines in the same manner as a unit owner. Any fine assessed against a Resident may be collected by the unit owner from the resident. If a Resident violates a Rule, both the Resident and the unit owner may be served a written warning as provided

above. It shall be the responsibility of the unit owner to see that the Resident cures the violation within the time allotted. Failure of the unit owner to have the Resident timely cure the violation shall subject the unit owner to the fine as provided herein as if the unit owner committed the violation.

- 12.9 **Board Action.** Any action by the Board involving a notice of violation or a notice of fine may be taken by any officer of the Board if so authorized or subsequently ratified by a quorum of the Board, consisting of 50% or more of the Board present at a meeting either in Person or by telephone conference, or if not present at a meeting, Members consenting to the action after conferring with other Members of the Board, either in person or electronically.
- 12.10 **Violations for Which a Fine May be Assessed.** A fine may be assessed for the violation of a provision in these Community Rules or the Governing Documents, or for a rule listed on Exhibit "D", which is attached and incorporated by this reference. The list of violations of a rule or regulations listed on Exhibit "D" may be modified by the Board pursuant to their power to enact rules governing conduct within a project as contained in this Restated Declaration. Only those violations listed on Exhibit "D" and those violations of rules adopted by the Board are the offenses which are subject to a fine. Exhibit "D" may be used to incorporate provisions in the Governing Documents for which a violation may be assessed.
- 12.11 **Continuous Violations.** Each 10-day period during which a violation of the governing documents of the Association, the Rules of the Association, or the rules listed on Exhibit "A", continues after the time period expires during which the unit owner is required to cure the violation, constitutes a separate violation and is subject to a fine in the amount listed in Exhibit "A". The violation of a provision in the Rules or a provision listed on Exhibit "A", which is temporarily cured within the time period required in the written warning, but which is repeated or violated again within one year of the date the original written warning was served or fine was assessed, is deemed to be a continuous violation for which another written warning is not required to be served.
- 12.12 **Amount of Fines.** The amount of a fine for a violation of the governing documents or the Rules or the provisions listed on Exhibit "D", shall be in the amount listed on Exhibit "A", but in no case shall a single fine exceed \$500.00. A cumulative fine, which is a fine for the violation of the same rule or provision that is not timely cured or a fine that is repeatedly assessed due to repeated violations for which a written warning has previously been served, may not exceed \$500.00 per calendar month.
- 12.13 **Late Fees.** Fines not paid within 10 days of being assessed shall accrue interest at the rate of 18% per annum and a late fee of not more than \$50.00. An additional late fee shall be assessed for each and every 30 day period the fine remains unpaid after it is assessed. No interest or late fees may accrue until 10 days after a hearing (if requested by the Owner) has been conducted and a final decision has been rendered by the Board.
- 12.14 **Protesting the Fine.** A Unit Owner who is assessed a fine may request an informal hearing to protest or dispute the fine within 30 days from the date the fine is assessed (which is the

date written on the notice of fine). The Unit Owner protesting the fine shall request the informal hearing by delivering a written request to any Member of the Board stating the grounds for the protest or dispute and setting forth in detail the following:

- a. the grounds for the protest, including any unusual circumstances justifying a reduction in the standard fine;
- b. the facts relied upon by the protesting Unit Owner with respect to the violation or non-violation of the bylaw, rules or regulations;
- c. the amount of the fine the Unit Owner claims should be paid and the reasons supporting that claim; and
- d. any errors made by the Board in calculating, assessing, or collecting the fine.

12.15 **Informal Hearing.** Within 14 days of receiving the written request for hearing, the Board shall schedule an informal hearing at which time the requesting Unit Owner will be given an opportunity to present evidence and witnesses supporting the Unit Owner's position. No formal rules of evidence will be required, and the Board can receive the evidence submitted by the requesting Unit Owner and determine the probative value of such evidence. If it chooses and if it would be of benefit to the requesting Unit Owner, the Board may also produce evidence supporting its decision to fine the Unit Owner. However, the intent of the hearing is to listen to the violating Unit Owner's explanations and not to have a trial. The Board may terminate the hearing at any time if any individual present becomes unruly, inconsiderate, or rude.

12.16 **Decision of the Board.** The Board, after the requesting Unit Owner has had the opportunity at the hearing to present the evidence desired, may either:

- a. leave the amount of the fine as originally stated;
- b. reduce the fine to an amount agreed upon by a Majority of the Board present at the hearing;
- c. reduce the fine to an amount agreed to by the offending Unit Owner with the agreement that the offending Unit Owner will pay the fine within 10 days and not appeal the fine in district court;
- d. suspend all or a portion of the fine conditioned on the Unit Owner not repeating the violation for 360 days; or
- e. forgive the fine.

The Board shall render its written decision no later than ten (10) days after the date of the hearing.

- 12.17 **Lien.** A fine assessed against an Owner that remains unpaid after the time for appeal has expired becomes a lien against the Unit Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of Common Expenses under U.C.A. § 57-8-44 through 47.
- 12.18 **Promulgation of Additional Rules and Fines.** The Board is authorized to adopt and to amend the administrative rules and regulations, including Exhibit "D", as may be necessary or desirable to insure the property is maintained and used in a manner consistent with the interests of the Unit Owners, to protect and enhance the quality of life in the Association, to protect the property values of the Units, to ensure a quality and enjoyable lifestyle, and to respect the rights and privileges of all Residents to be free from the annoyance, disturbance and nuisance of others. The method by which the Board may adopt new rules shall be in accordance with the Condominium Ownership Act.

ARTICLE XIII COMMON EXPENSES AND ASSESSMENTS

- 13.1 **Estimated Expenses.** Within thirty (30) days prior to the beginning of each calendar year, the Board: shall estimate the charges (including Common Expenses, and any special Assessments for particular Units) to be paid during such year; shall make provision for creating, funding, and maintaining reasonable reserves for contingencies, operations, and repair, replacement and acquisition of Common Areas and facilities; and shall take into account any expected income and any surplus available from the prior year's operating fund. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any Owner's Assessment), the Board may at any time levy a further Assessment, which shall be assessed to the Owners in like proportions.
- 13.2 **Payment by Owners.** Each Owner shall be obligated to pay Assessments made pursuant to this Article to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate, and any Assessment not received by the 15th of the month in which it is due shall be subject to a late fee of not more than \$50.00, as determined by a Board Resolution, and compounding interest at the rate of eighteen (18%) percent per annum from due date until paid. Any payment not received by the due date may be turned over to collection and shall continue to accrue late fees and interest each month the assessment remains outstanding. The budget may be reviewed and revised by the membership of any annual meeting, or any special meeting called for such purpose, but if not so reviewed or if no change is made shall be deemed approved.
- 13.3 **Purpose.** All funds collected hereunder shall be expended for the purposes designated in this Restated Declaration.
- 13.4 **Separate Accounts.** The Board shall require that the Association maintain separate accounts for current operations and reserves. All such Assessments shall be collected and held in trust for, and administered and expended for the benefit of, the Unit Owners.

- 13.5 **Based on Percentage.** Except for certain special Assessments which may be levied against particular Units under the provisions of this Restated Declaration, all Assessments for Common Expenses shall be assessed to Unit and the Owners thereof on the basis of the Percentage Interest for each Unit as set forth in Exhibit "B" hereof and any amendments thereto.
- 13.6 **Omission of Assessment.** The omission by the Board or the Association before the expiration of any year to fix the estimate and Assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Restated Declaration, or a release of the Owner from the obligation to pay the Assessments, or any installment thereof for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.
- 13.7 **Records.** The Board shall cause to be kept detailed, accurate records in the form established by the Association's accountant of the receipts and expenditures of the Association, specifying and itemizing the maintenance and repair expenses and any other expense incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any Owner at convenient hours of week days.
- 13.8 **Lien Indebtedness.** Each monthly Assessment and each special Assessment shall be joint and several personal debts and obligations of the Owner or Owners (Owners of legal title) and contract purchasers (Owners of equitable title) of Units for which the same are assessed as of the time the Assessment is made and shall be collectable as such. The amount of any Assessment, whether regular or special, assessed to any Unit and the Owner and/or purchaser of any Unit plus late fees, interest at the rate of eighteen (18%) percent per annum (which shall be compounded), and costs, including reasonable attorney fees, shall be a lien upon such Unit, the appurtenant Limited Common Area and the exclusive use thereof. The said lien for payment of such Assessments shall have priority over all other liens and encumbrances, recorded or unrecorded except first mortgages or trust deeds on each Unit. Suit to recover a money judgment for unpaid Assessments shall be maintainable without foreclosure or waiving the lien assuring the same.
- 13.9 **Certificate of Assessment.** A certificate executed and acknowledged by the treasurer or the president of the Board or an authorized agent thereof if neither the president nor treasurer is available, stating the indebtedness for Assessments or lack thereof secured by the Assessment lien upon any Unit shall be conclusive upon the Board and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such a certificate shall be furnished to any Owner or any encumbrancer of a Unit within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for amounts paid of the same rank as the lien of his encumbrance.
- 13.10 **Foreclosure of Assessment Lien; Attorney Fees and Costs.** The Association shall have the power to conduct a judicial or non-judicial foreclosure in order to collect delinquent

Assessments as authorized by Utah Code Section 57-8-45. Each Owner hereby appoints the Association's attorney, Taylor R. Jones, as trustee, or such substitute trustee as is designated pursuant to Utah Code Section 57-1-22. Additionally, such Owner empowers such trustee to enforce a lien and to foreclose the lien by the private power of sale provided in Utah Code Section 57-1-27, or by judicial foreclosure. Each Owner further grants to the trustee the power and authority to sell the Unit of any defaulting Owner to the highest bidder to satisfy such lien as provided for in Utah Code Sections 57-8-44 through 47. In any action to foreclose a lien against any Unit for nonpayment of delinquent Assessments, any judgment rendered against the Owners of such Unit in favor of the Association shall include a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

- 13.11 **Rental Value.** From the time of commencement of any action to foreclose a lien against a Unit for nonpayment of delinquent Assessments, the Owner or purchaser of such Unit shall pay to the Association the reasonable rental value of the Unit to be fixed by the Board, and the plaintiff in any such foreclosure shall be entitled to the appointment of a receiver to collect the same, who may, if said rental is not paid, obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental Units in this type of condominium, rent the Unit or permit its rental to others, and apply rents first to costs of the receivership and attorney's fees thereof, then to costs of refurbishing the Unit, then to costs, fees and charges, of the foreclosure action, then to the payment of the delinquent Assessment charges.
- 13.12 **Termination of Utility Service and recreational privileges.** In addition to and not by way of limitation upon other methods of collecting any Assessments, the Board shall have the right, after having given notice required by law to any Unit Owner who is delinquent in paying his Assessments, to terminate any or all utility services to the delinquent Owner's Unit and/or to terminate an Owner's right of access and use of recreational facilities unless such Assessments are paid.
- 13.13 **Suspension of Right to Vote for Non-payment.** The Board shall have the authority to suspend the right of an Owner to vote on issues concerning the Association if the Owner is delinquent in the payment of his or her portion of the Common Expenses or any Assessment.
- 13.14 **Remedies Cumulative.** The remedies provided are cumulative and the Board may pursue them concurrently, as well as any other remedies available under the law although not expressed herein.
- 13.15 **Reserve Fund.** The Board shall cause a reserve analysis to be conducted no less frequently than required by the Utah Condominium Ownership Act, which currently is every six years. The Board shall thereafter review and, if necessary, update a previously conducted reserve analysis and comply with the remaining requirements of the Condominium Ownership Act relative to reserve funds.

**ARTICLE XIV
COLLECTION OF DELINQUENT HOA FEES FROM TENANT**

- 14.1 **Lease Payment.** In the event an Owner is delinquent in the payment of Assessments to the Association, as authorized the Condominium Ownership Act, the Association may require a tenant under a lease with a Unit Owner to pay the Association all future lease payments due to the Unit Owner.
- 14.2 **Collecting HOA Fees from Renters.** If the Owner of a Unit who is leasing the Unit fails to pay any Assessment for a period of more than sixty (60) days after it is due and payable, the Board may require the tenant to pay to the Association all future lease payments due the Owner, commencing with the next monthly or other periodic payment, until the amount due to the Association is paid.
- 14.3 **Notice to Unit Owner.** The Board shall give the Unit Owner written notice of the Board's intent to demand full payment of all delinquent Assessments from the Owner's tenant. This notice shall be sent by regular first-class mail to the last known address of the Owner, as provided on the records of the Davis County recorder or as provided by the Unit Owner to the Board. The notice shall inform the Owner that all delinquent Assessments must be paid to the Association within fifteen (15) days from the date the notice is mailed to the Unit Owner, and if payment is not received within fifteen (15) days, that the Board shall notify the tenant that future lease payments shall be paid to the Association and not to the Unit Owner. The notice shall also state:
- a. the amount of the Assessment due, including any interest, late fee, collection cost, and attorney fees;
 - b. that any costs of collection, including attorney fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of lease payments; and
 - c. that the Association intends to demand payment of future lease payments from the Unit Owner's tenant if the Unit Owner does not pay the amount owing within 15 days.
- 14.4 **Notice to Tenant.** If the Unit Owner fails to pay the amount of the Assessment due within the fifteen (15) day period specified in the notice, the Board shall deliver written notice to the tenant informing the tenant that all future payments due from the tenant to the Owner shall be paid to the Association. The notice to the tenant shall be served on the tenant by: (1) posting a notice on the door of the tenant's Unit, (2) mailing a notice to the tenant at the address of the Unit, or (3) delivering notice personally to the tenant. A copy of the notice shall be mailed to the Unit Owner. The notice provided to the tenant shall also state:
- a. that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the Board's intent to collect all lease payments due to the Association until the amount owing is paid.

- b. that until notification by the Association that the Assessment due, including any interest or late payment fee, has been paid, all future lease payments due to the Owner are to be paid to the Association; and
 - c. the law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payment, to the Association, until the amount owing is paid.
 - d. payment by the tenant to the Association will not constitute a default under the terms of the lease agreement with the Unit Owner/landlord. If payment is in compliance with this notice, suit or other action may not be initiated by the Owner against the tenant for failure to pay.
- 14.5 **Disbursement of Funds Collected.** All funds paid to the Association pursuant to the notice shall be deposited in a separate account and disbursed to the Association until the Assessment due, together with any cost of administration which may not exceed \$50, is paid in full. Any remaining balance must be paid to the Unit Owner within five business days of payment in full to the Association.
- 14.6 **Terminating Collection.** Within five business days of payment in full of the Assessment, including any interest or late payment fee, the Board must notify the tenant in writing that future lease payments are no longer due to the Association. A copy of this notification shall be mailed to the Unit Owner.
- 14.7 **Definition of Lease.** As used in this section, "lease" or "leasing" means regular, exclusive occupancy of a Unit by any Person or persons, other than the Unit Owner, for which the Unit Owner receives any consideration or benefit, including a fee, service, gratuity, or emolument.

ARTICLE XV NO SMOKING

WHEREAS, the Utah Legislature has adopted findings by the federal Environmental Protection Agency (EPA) determining that environmental tobacco smoke is a Group A carcinogen, in the same category as other cancer-causing chemicals such as asbestos; that there is no acceptable level of exposure to Class A carcinogens; and that exposure to environmental tobacco smoke also causes an increase in respiratory diseases and disorders among exposed persons; and furthermore, the Utah Legislature has found that environmental tobacco smoke generated in a rental or homeowner association Unit may drift into other Units, exposing the occupants of those Units to tobacco smoke, and that standard construction practices are not effective in preventing this drift of tobacco smoke (see Utah Code Ann. § 78b-6-1105); and

WHEREAS, the Utah Legislature has defined as a public nuisance "tobacco smoke that drifts into any residential Unit a Person rents, leases, or owns, from another residential or commercial Unit and the smoke is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property" (see Utah Code Ann. § 78b-6-1101); and

WHEREAS, the Board of Directors has received complaints about tobacco smoke drifting into Units from the Common Area and between the walls of Units at Cedar Springs; and

WHEREAS, the Members of the Association desire to take affirmative steps to address the tobacco smoke problem and improve the quality of life for all Residents at Cedar Springs; and

WHEREAS, a Resident at Cedar Springs who might fall asleep while smoking creates a danger of fire within the smoker's Unit and in Units within the same Building; and

WHEREAS, allowing smoking in Units or near Buildings increases the risk of fire, which risk may increase the cost of insurance; and

WHEREAS, tobacco smoke spreads throughout the ventilation system of a Building from a smoker's Unit to other Units and can cause SIDS in babies while exacerbating allergies and other respiratory problems in the Residents of Cedar Springs.

NOW THEREFORE, the Owners of the Units at Cedar Springs do hereby adopt this Article XV as a restrictive covenant against the real property known as Cedar Springs Condominium located in Davis County, Utah, which real property is more fully described on Exhibit "A" attached hereto.

- 15.1 **Smoking Defined.** The term "smoke", "smoking" or "tobacco smoke" as used herein includes the inhaling, exhaling, burning, or carrying of any lighted cigarette, electronic cigarette, cigar or other tobacco product, marijuana, illegal substance, or any other substance or item that emits smoke or a smoke-like substance (including vapor from an electronic cigarette).
- 15.2 **Business Invitee Defined.** The term "business invitee" as used herein includes but is not limited to, any contractor, agent, household worker, or other Person hired by the Association, a Unit Owner, tenant or Resident to provide a service or product to the Association, Unit Owner, tenant, or Resident.
- 15.3 **No Smoking.** No Unit Owner, family member of a Unit Owner, tenant, lessee, Resident, occupant, Guest, business invitee, visitor or any other Person shall smoke cigarettes, cigars, or any other tobacco product, electronic cigarettes, marijuana, illegal substance, or any other substance that emits smoke or a smoke-like substance, inside any Unit or anywhere within the boundaries of the Cedar Springs Condominium Project or complex. This prohibition shall include but not be limited to Common Area, enclosed Common Area, and Units within the Project and all porches, patios, decks and parking areas at Cedar Springs Condominium.
- 15.4 **Enforcement.** In the event a Unit Owner, Resident, occupant, or a Guest occupying a Unit violates the provisions of this Article XV, any Unit Owner or Resident at Cedar Springs may bring an action to enforce this Article XV. The Board of Directors may bring an action to enforce this Article XV, but shall not be required to do so unless it determines it is in the

best interest of the Association to bring such an action. Each Owner is responsible for the actions of all other persons residing within or visiting his/her Unit and shall be subject to disciplinary action, fines, court action for an injunction, or any remedies available for the violation of this non-smoking restriction. If any Resident or if the Association is required to hire legal counsel to enforce this non-smoking restriction, the Resident or the Association shall be entitled to recover all attorney fees and costs incurred in connection with such enforcement, whether or not litigation has been commenced. The Association may collect the attorney fees and costs it incurs by any lawful means, including through the use of a special Assessment levied against the Owner of the Unit or through a lien.

- 15.5 **Violation by Non-Owners.** In the event any Resident, tenant, occupant, or a Guest occupying or visiting Cedar Springs violates the prohibition against smoking at Cedar Springs, the Board or any Resident at Cedar Springs may notify the Owner of the offending Unit and the Unit Owner shall take prompt action to see that all smoking permanently ceases. If the Resident who violates this Article is not a Unit Owner, the Unit Owner shall evict the tenant if the tenant violates the provisions of this Article XV after receiving one warning. If the Unit Owner fails to permanently cure the smoking violation within fifteen (15) days of receiving notice, the Board of Directors may, in behalf of the offended Unit Owner, file eviction proceeding against the violating Resident based on unlawful detainer resulting from the Resident's violation of this Article XV, which is deemed to be incorporated into each rental agreement. Both the tenant and the Unit Owner shall be named as defendants in the action and the Board shall be entitled to receive: i) an order requiring the tenant to vacate the premises, ii) damages, and iii) recovery of its costs and attorney fees from the Unit Owner.
- 15.6 **Recovery.** The Board or any Resident who brings legal action against a Resident that violates this Article XV shall be entitled to recover costs and attorney fees from the offending Unit Owner and/or Resident.
- 15.7 **Damages.** In the event that a Resident suffers any damage to personal property due to a violation of any provision of this Article XV, or should an Owner's Unit or the Association's Common Area suffer damage due to a violation of any provision of this Article XV, then the Owner of the Unit from which the violation originated, or if the violation did not originate from within a Unit, the Owner of the Unit in any way associated with the violator, shall be responsible for any and all damages caused by the violation of this Restated Declaration, except to the extent covered by the Association's insurance. Damages may include but shall not be limited to smoke damages to clothing, carpet, walls, paint, or other items of personal property affected by the smoke.
- 15.8 **Presumptions.** A Resident shall be presumed to be smoking in a Unit if (a) the Resident has been observed smoking in or about the premises, or (b) the Resident has admitted to being a smoker, or (c) Residents in adjoining Units do not smoke and can smell smoke in their Unit. The burden of proof shall be on the Resident accused of smoking to prove that they have not smoked in their Unit and that the smoke has come from another Unit or source.

- 15.9 **Nuisance.** Nothing herein shall be construed to prevent any Resident of Cedar Springs from bringing an action hereunder or under the laws of the State of Utah to seek an injunction or damages against any Resident who creates a nuisance through smoking or using tobacco in a Unit or in the Common Area at Cedar Springs, nor shall any provision hereof be construed as authorization from the Board or the Association for a Resident to smoke in a Unit or in the Common Area in such a manner so as to create a nuisance.
- 15.10 **Disclosure.** Any Owner who sells his Unit shall specifically disclose to all potential buyers and real estate agents that smoking is prohibited everywhere within the Project, including within the Units. Any Owner who rents or otherwise allows someone other than the Owner to reside within or occupy the Unit shall disclose to all persons who reside within his or her Unit that smoking is prohibited within all Units and Common Areas prior to their residency or occupancy.
- 15.11 **Rules.** The Board of Directors shall have the authority and power to enact rules and regulations which it deems necessary to enforce this restriction, including a schedule of fines which may be imposed for violation hereof, after proper notice and a hearing.

ARTICLE XVI RENTAL RESTRICTIONS

WHEREAS, it is the desire of the Unit Owners within the Association to live in a condominium community that is orderly, peaceful and desirable, and that will allow for and protect the comfortable enjoyment of all Residents of the Association; and

WHEREAS, the Unit Owners of Cedar Springs desire to preserve and enhance the quality of life at Cedar Springs by placing reasonable restrictions on the percentage of renters who may occupy Units at Cedar Springs; and

WHEREAS, the Unit Owners of Cedar Springs desire to preserve and enhance the quality of life at Cedar Springs and have purchased their Units at Cedar Springs for the purpose of using their Unit as an Owner Occupied Single Family residence; and

WHEREAS, the Unit Owners have purchased a Unit in a condominium because they understand the condominium living concept was developed to create a real property interest wherein individuals could own their own real property and enjoy the benefits and stability that accompany ownership of real property, both individually and as a neighborhood, as well as the security that comes to a high density condominium community by having Residents who are Owners and are committed to the long-term welfare and good of the community, and

WHEREAS, the Unit Owners realize that the value of their Units is directly related to the ability to sell their Units, that the ability to sell their Units is directly related to the ability of prospective borrowers to obtain FHA and other forms of financing, and that FHA underwriting standards as well as the underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of a Non Owner-occupied Units that can exist in a condominium; and further, when too high a percentage of a Non Owner-occupied Units exist in a condominium, a buyer will not be able to qualify for favorable and competitive market interest rates and

financing terms, thus inhibiting a Unit Owner's ability to sell their Units and depressing the value of all the Units at Cedar Springs; and

WHEREAS, as the result of a variety of economic factors beyond the control of the Association and the Owners, permitting a limited percentage of Units to be leased may reduce the financial hardship to Owners who must move or sell their Unit due to circumstances beyond their control, while still protecting the integrity of Cedar Springs and permitting Cedar Springs to achieve the objectives described above.

NOW THEREFORE, the Unit Owners of Cedar Springs desire to restrict the rentals of Units within Cedar Springs as follows:

- 16.1 **40% Limit.** Not more than forty percent (40%) of the Units within Cedar Springs may be occupied by non-Unit Owners at any one time. All leasing must be consistent with the provisions of this Restated Declaration. If less than forty percent (40%) of the Units at Cedar Springs are Occupied by Non-Unit Owners, an Owner may Lease his or her Unit as set forth below.
- 16.2 **Board Approval.** All leases, subleases, assignments of leases, and all renewals of such agreements shall be first submitted to the Cedar Springs Board who shall determine if less than forty percent (40%) of the Units are currently being rented and to verify compliance with the leasing restrictions of this Restated Declaration.
- 16.3 **Notification of Board.** Any Unit Owner desiring to Lease his or her Unit or to have his or her Unit Occupied by a Non-Unit Owner shall notify the Board in writing of their intent to Lease their Unit. The Board shall maintain a list of those Unit Owners who have notified the Board of an intent to Lease their Unit and shall grant permission to Unit Owners to Lease their Unit, which permission shall be granted in the same order the Board receives the written notice of intent to Lease a Unit from Unit Owners. Permission shall be granted to Lease a Unit only when less than forty percent (40%) of the Units at Cedar Springs are Occupied by a Non-Unit Owner.
- 16.4 **Exceptions.** The rental restrictions provided herein shall not apply in the following situations:
 - a. A Unit Owner is a member of the United States military and is required to move from the Unit during a period of military deployment and desires to Lease the Unit during the period of deployment;
 - b. The Unit is occupied by the Owner's parent, child, sibling or grandchild;
 - c. An Owner whose employer has relocated the Owner for no less than two years (in other words, if an Owner is relocated by an employer for less than two years they may rent the Unit, but if for more than two years, the Owner may not rent the Unit);
 - d. A Unit owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of the current resident of the Unit or the parent, child or sibling of the current resident of the Unit;

- e. A Unit Owner moves from a Unit due to temporary (less than three years) humanitarian, religious or charitable activity or service and leases the Unit with the intent to return to occupy the Unit when the humanitarian, religious or charitable service has concluded; or
 - f. A Unit owned by an entity that is occupied by an individual who: (i) has voting rights under the entity's organizing documents; and (ii) has a 25% or greater share of ownership, control, and right to profits and losses of the entity.
- 16.5 **Grandfather Provision.** Those Units that are Occupied by Non Unit Owners at the time this Restated Declaration is recorded at the Davis County Recorders Office may continue to be Occupied by Non Unit Owners until (a) the Unit Owner transfers ownership of the Unit, (b) the Unit Owner occupies the Unit, or (c) an officer, Owner, Member, trustee, beneficiary, director, or person holding a similar position of Ownership or control of an entity or trust that holds an Ownership interest in the Unit, transfers the Unit or occupies the Unit. For purposes of the forty percent (40%) cap on rentals contained in Subparagraphs 16.1 and 16.2 above, those Units Occupied by a Non-Unit Owner at the time this Restated Declaration is recorded shall be included in the forty percent (40%) that may be rented.
- 16.6 **Transfer Defined.** For purposes of Subparagraph 16.5, a transfer occurs when the Owner conveys, sells, or transfers a Unit by deed to another person; the Owner grants a life estate in the Unit; or (c) if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, there is a sale or transfer of more than 75% of the business entity's share, stock, membership interests, or partnership interests in a 12-month period.
- 16.7 **Short-Term Rentals.** Unit Owners may not Rent or Lease their Unit for a period of less than 180 days or allow weekly or overnight rentals. When a Unit qualifies to be Rented, the maximum rental period in the Lease shall be one year, however, the Lease may be renewed at the end of one year. All Leases must be only to a Single Family. Renting or Leasing less than 100% of the Unit is prohibited, even when the Unit Owners continues to occupy the Unit.
- 16.8 **Rent Defined.** As used herein, "Rent" (or any variation of the word) or "Lease" (or any variation of the word) means a Unit that is owned by an Owner that is Occupied by one or more Non-Owners while no Owner occupies the Unit as the Owner's primary residence. The payment of remuneration to an Owner by a Non-Owner shall not be required to establish that the Non-Owner is Leasing a Unit. Failure of a Non-Owner to pay remuneration of any kind to the Owner shall not be considered when determining if a Unit is a Rental Unit.
- 16.9 **Tenant Contact Information.** If an Owner Rents or Leases his or her Unit, the Owner is required to provide the contact information (name, phone number, mailing address and

email address) to the Association for all adult Non-Owners who occupy the Unit, and to keep the contact information up to date at all times.

- 16.10 **Non-Owner Defined.** As used herein, "Non-Owner" or "Non Unit Owner" means an individual or entity that does not hold any interest in the title to the Unit as shown on the records of the Davis County Recorder.
- 16.11 **Occupied Defined.** As used herein, "Occupied" means to reside in the Unit for ten (10) or more days in any thirty (30) day period. A Unit is deemed to be Occupied by a Non-Owner if the Unit is Occupied by an individual(s) other than the Unit Owner and the Owner is not occupying the Unit as the Owner's primary residence.
- 16.12 **Single Family Defined.** "Single Family" means (a) any number of individuals, related by blood, marriage, or adoption, and domestic servants for such family, or (b) a group of not more than three persons who are not so related, living together as a single nonprofit housekeeping Unit.
- 16.13 **Violations.** Any Unit Owner who violates this Restated Declaration shall be subject to a complaint for damages and/or an injunction and order seeking to terminate the Lease in violation of this Restated Declaration. If Cedar Springs is required to retain legal counsel to enforce this Restated Declaration, with or without the filing of legal process, the violating Unit Owner shall be liable for all costs and expenses incurred by the Association, including but not limited to attorney fees and court costs incurred by the Board in enforcing this Restated Declaration. The Association may collect the attorney fees and costs it incurs by any lawful means, including through the use of a special Assessment levied against the Owner of the Unit or through a lien.
- 16.14 **Severable.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.
- 16.15 **Guests.** Nothing herein shall prohibit an Owner from permitting a guest or visitor from residing in his or her Unit, while the Owner is present.

ARTICLE XVII INSURANCE

NOTICE: The Association's Insurance Policy does not cover the personal property or personal liability of the Owners or their Occupants.

- 17.1 **Insurance.** The Board shall obtain insurance as required in this Restated Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Restated Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of, or in addition to, embedded,

included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

17.2 Property Insurance.

- a. The Association shall maintain a blanket policy of property insurance covering the entire Project, including the Common Area and all buildings including all Units, fixtures, and building services equipment as provided in the Act. The Association may maintain broader coverage if afforded by the insurance contract.
- (i) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to Common Areas, Units, or Limited Common Areas, including but not limited to floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, windows.
 - (ii) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by "special form" property coverage.
 - (iii) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
 - (iv) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.
- b. **Owner Responsibility for Payment of Deductible.** If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

- (i) The Association's policy provides primary insurance coverage, and: (a) the Owner is responsible for the Association's policy deductible; and (b) the Owner's policy, if any, applies to that portion of the loss attributable to the Association's policy deductible.
 - (ii) An Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy ("a Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and
 - (iii) If an Owner does not pay the amount required under Subsection (ii) above within 30 days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.
- c. **Claims Under the Deductible.** If, in the exercise of its business judgment, the Board determines that a claim is likely not to exceed the Association's policy deductible:
- (i) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible;
 - (ii) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and
 - (iii) the Association need not tender the claim to the Association's insurer.
- d. **Deductible Notice.** The Association shall provide notice to each Owner of the Owner's obligation under Subsection (b) above for the Association's policy deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Restated Declaration.
- e. The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be

responsible for obtaining and maintaining such personal and real property insurance.

- 17.3 **Comprehensive General Liability (CGL) Insurance.** The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.
- 17.4 **Director's and Officer's Insurance.** The Association shall obtain Directors' and Officers' liability insurance protecting the Declarant, the Board, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board, the policy may also include coverage for any Manager and any employees of the Manager and may provide that such coverage is secondary to any other policy that covers the Manager or any employees of the Manager.
- 17.5 **Theft and Embezzlement Insurance.** The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board of Directors members of the Association, (b) employees and volunteers of the Association, (c) any Manager of the Association, (c) officers, directors, and employees of any Manager of the Association, and(d) coverage for acts.
- 17.6 **Worker's Compensation Insurance.** The Board of Directors shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board deems appropriate.
- 17.7 **Certificates.** Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association, and upon written request, to any Owner or Mortgagee.

- 17.8 **Named Insured.** The named insured under any policy of insurance shall be the Association; and the Declarant shall be listed by name as an additional insured under any and all policies of insurance. The Declarant and each Owner shall also be an insured under all property and CGL insurance policies.
- 17.9 **Right to Negotiate All Claims & Losses & Receive Proceeds.** Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Restated Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.
- 17.10 **Insurance Trustee.** In the discretion of the Board or upon written request executed by Owners holding at least 50% of the entire voting interest of the Association, the Board shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board (as the case may be) shall require.
- 17.11 **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.
- 17.12 **Waiver of Subrogation against Owners and Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Declarant, the Association and the Owners and their respective affiliates, agents and employees.
- 17.13 **Applicable Law.** This Restated Declaration is specifically subjecting the Association to the insurance requirements and provisions in Part 4 of the Act, and any amendments thereto and thereafter enacted by law. It is the intent of this provision

that any future changes to the insurance law applicable to community associations shall apply to this Association.

ARTICLE XVIII DAMAGE OR DESTRUCTION

- 18.1 Initial Board Determinations.** In the event of damage or destruction to any part of the property, the Board shall promptly, and in all events within sixty (60) days after the date of damage or destruction, make the following determinations with respect thereto employing such advice as the Board deems advisable:
- a. The nature and extent of the damage or destruction, together with an inventory of the Improvements and property directly affected thereby.
 - b. A reasonably reliable estimate of the cost to repair and restore the damage and destruction, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors.
 - c. The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.
 - d. The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each Unit if such excess paid as a maintenance expense and specially assessed against all the Units in proportion to their percentage of interest in the Common Areas.
 - e. The Board's recommendation as to whether such damage or destruction should be repaired or restored.
- 18.2 Notice of Damage or Destruction.** The Board shall promptly, and in all events within sixty (60) days after the date of damage or destruction, provide each Owner, and each mortgagee who has theretofore requested special notice, with a written notice summarizing the initial Board determination made under Section 18.1. If the Board fails to do so within said sixty (60) days, then any Owner or mortgagee may make the determinations required under Section 18.1 and give the notice required under this Section 18.2.
- 18.3 Definitions: Restoration; Emergency Work**
- a. As used in this Article 18, the words "repair", "reconstruct", "rebuild" or "restore" shall mean restoring the Improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common and Limited Common Areas having substantially the same vertical and horizontal boundaries as before. Modifications to conform the then applicable government rules and regulations or available means of construction may be made.

- b. As used in this Article 18, the term "emergency work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction, or substantial diminution in value to the Improvements and to reasonably protect the Owners from liability from the condition of the site.

18.4 Restoration by Board

- a. Unless prior to the commencement of repair and restoration work (other than emergency work referred to in subsection 18.3(b)) the Owners shall have decided not to repair and reconstruct in accordance to the provisions of either subsection 18.5(b) or 18.6(b), the Board shall promptly repair and restore the damage and destruction, used the available insurance proceeds therefor, and pay for the actual cost of repair and restoration in excess of insurance proceeds secured as a Common Expense which shall be specially assessed against all Units in proportion to their Percentage Interest.
- b. The Board shall have the authority to employ architects and attorneys, advertise for bids, make contracts with contractors and others, and to take such other action as is reasonably necessary to effectuate the repair and restoration. Contracts for such repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with repair and restoration upon satisfaction of the Board that such work will be appropriately carried out.
- c. The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for such loss in excess of \$50,000, or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

18.5 Limited Damage; Assessment under \$10,000. If the amount of the estimated Assessment determined under subsection 18.1(d) does not exceed \$10,000 for any one Unit then the provisions of this section 18.5 shall apply:

- a. Either the Board or a requisite number of Owners, within fifteen (15) days after the notice required under Section 18.2 has been given, may, but shall not be required to, call a special Owners' meeting in accordance with subsection 3.2 of the Bylaws to consider such repair and restoration work.
- b. Except for emergency work, no repair and restoration work shall be commenced until after said fifteen (15) day period and until after the conclusion of said special meeting if such meeting is called within said fifteen (15) days.
- c. A unanimous decision of the Unit Owners will be required to avoid the provisions of subsection 18.4(a) and to determine not to repair and restore the damage and destruction; provided, that the failure of the Board or the Owners within said fifteen

(15) day period to call for said special meeting shall be deemed a unanimous decision to undertake such work.

18.6 Major Damage; Assessment over \$10,000. If the amount of the estimated Assessment determined under subsection 18.1(d) exceeds \$10,000 for any one Unit, and if less than ninety percent (90%) of the expense to repair the damage is covered by the Association's insurance, then the provisions of this Section 18.6 shall apply:

- a. The Board shall promptly, and in all events within sixty (60) days after the date of damage or destruction, call a special Owners' meeting to consider repair and restoration of such damage or destruction. If the Board fails to do so within said sixty (60) day period, then notwithstanding the provisions of subsection 3.2 of the Bylaws any Owner or mortgagee may convene and conduct the meeting required under this subsection 18.6(a).
- b. A concurring vote of more than two thirds (2/3) of the total voting power will be required to avoid the provision of subsection 18.4(a) and to determine not to repair and restore the damage and destruction; provided, however, that failure of the Board, or Owners, or mortgagees to convene the special meeting required under subsection 18.6(a) within ninety (90) days after the date of damage or destruction shall be deemed a unanimous decision not to undertake such repair and restoration work.

18.7 Decision Not to Restore; Disposition. In the event of a decision under either subsections 18.5(b) or 18.6(b) not to repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and common funds as the Board deems reasonably necessary for emergency (which emergency work may include but is not necessarily limited to removal of the damaged or destroyed Buildings and clearing, filling and grading the real property), and the remaining funds, if any, and property shall thereafter be held and distributed as follows:

- a. The property shall be owned in common by the Unit Owners and shall no longer be subject to this Restated Declaration or to condominium ownership;
- b. The undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas and facilities;
- c. Any mortgages or liens affecting any of the Units shall be deemed transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner in the property as provided herein; and
- d. The property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance of the property, if any, shall be considered as one fund; such fund shall be divided into separate shares one for each Unit Owner in a percentage equal to the percentage of undivided interest owned by each such Owner in the property; then, after first paying

out of the respective share of each Unit Owner, to the extent sufficient for the purpose, all mortgages and liens on the undivided interest in the property owned by such Unit Owner, the balance remaining in each share shall then be distributed to each Unit Owner respectively.

- 18.8 **Miscellaneous.** The provisions of this Article 18 shall constitute the procedure by which a determination is made by the Unit Owners to repair, restore, reconstruct or rebuild as provided in the Act. By the act of accepting an interest in the property, each Unit Owner and party claiming by, through or under such Owner hereby consents and agrees to the provisions hereof. In the event that any provision of this Article 18 shall be determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect the validity of any other provision of this Restated Declaration. The purpose of this Article 18 shall be to provide a fair and equitable method of allocating the costs of repair and restoration and making a determination for repair and restoration if all or a portion of the Improvements are damaged or destroyed. The provisions of this Article 18 shall be liberally construed to accomplish such purpose. The dollar amounts specified in this Article 18, may, in the discretion of the Board, be increased proportionately by the increase in the consumer price index for all items prepared by the United States Department of Labor for the year preceding the damage over the year 2022 to adjust for any inflation in the value of the dollar. By unanimous vote, which vote shall be taken within ninety (90) days after the damage of destruction, the Owners may determine to do otherwise than provided in this Article 18.

ARTICLE XIX CONDEMNATION

- 19.1 **Consequences of Condemnation.** If at any time or times during the continuance of the condominium ownership pursuant to this Restated Declaration, all or any part of the property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in advance thereof, the provisions of this Article 19 shall apply.
- 19.2 **Proceeds.** All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Association.
- 19.3 **Complete Taking.** In the event that the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership pursuant thereto shall terminate. The Condemnation Award shall be apportioned among the Owners in proportion to the respective undivided interest in the Common Area; provided, that if a standard different from the value of the property as a whole is employed to measure the Condemnation Award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the foregoing principle, the Board shall as soon as practicable determine the share of the Condemnation Award to which each Owner is entitled. After first paying out of the respective share of each Owner, to the extent sufficient for the purpose, all mortgages and liens on the interest of such Owner, the balance remaining in each share shall then be distributed to each Owner respectively.

- 19.4 **Partial Taking.** In the event that less than the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the condominium ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner;
- a. As soon as practicable the Board shall, reasonably and in good faith, allocate the Condemnation Award between compensation, damages, or other proceeds.
 - b. The Board shall apportion the amounts so allocated to taking of or injury to the Common Areas which in turn shall be apportioned among Owners in proportion to their respective undivided interests in the Common Areas.
 - c. The total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned.
 - d. The respective amounts allocated to the taking of or injury to a particular Unit and/or Improvements as Owner had made within his own Unit shall be apportioned to the particular Unit involved.
 - e. The amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Board determines to be equitable in the circumstances.
 - f. If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Board shall employ such allocation to the extent it is relevant and applicable.
 - g. Distribution of apportioned proceeds shall be made to the respective Owners and their respective mortgagees in the manner provided in Section 19.3.
- 19.5 **Reconstruction and Repair.** Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article 18 above, provided that the Board may retain and apply such portion of each Owner's share of the Condemnation Award as is necessary to discharge said Owner's liability for any special Assessment arising from the operation of said Article 18.

ARTICLE XX COMPLIANCE WITH RESTATED DECLARATION

- 20.1 **Enforcement.** Each Owner shall comply strictly with the provisions of this Restated Declaration and with the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Restated Declaration and the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board acting through its officers on behalf of the Owners, or by the aggrieved Owner on his own.

- 20.2 **No Waiver of Strict Performance.** The failure of the Board in any one or more instances to insist upon the strict performance of any of the terms, covenants, conditions or restrictions of this Restated Declaration, or of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any Assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed for the Board.

ARTICLE XXI LIMITATION OF LIABILITY

- 21.1 **Liability for Utility Failure, etc.** Except to the extent covered by insurance obtained by the Board pursuant to Article 17, neither the Association nor the Board shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to Person or property caused by the elements, or resulting from electricity, water, rain, dust or sand which may lead or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Common Expense Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.
- 21.2 **No Personal Liability.** So long as a Board Member, or Association committee member, or Association officer exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such Person, then no such Person shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Person; provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 17.
- 21.3 **Indemnification of Board Members.** Each Board Member or Association committee Member or Association officer exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such a position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred except in such cases wherein such Person is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association.

ARTICLE XXII MORTGAGEE PROTECTION

- 22.1 **Priority of Mortgages.** Notwithstanding all other provisions hereof and as provided in the Act, the liens created under this Restated Declaration upon any Unit for Assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by the mortgages or deeds of trust which were made in good faith and for value upon the Unit. Where such mortgage of the Unit, or other purchaser of a Unit, obtains possession of a Unit as a result of mortgage foreclosure or deed of trust sale, such possessor and his successors and assigns, shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Unit which become due prior to such possession, but will be liable for the Common Expenses and Assessments accruing after such possession. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such possessor, his successor and assigns.
- 22.2 **Change in Manager.** In the event that professional management is employed by the Association, at least thirty (30) days' notice of any contemplated change in the professional manager shall be given to any institutional first mortgagee or institutional deed of trust beneficiary which has requested to be notified, and the agreement with such professional manager shall permit cancellation on ninety (90) days written notice and shall have a term not in excess of three (3) years.
- 22.3 **Abandonment of Condominium Status.** Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not, without consent of all institutional first mortgagees and institutional first deed of trust beneficiaries of any Unit, seek to abandon the condominium status of the Project.
- 22.4 **Partitions and Subdivision.** The Association shall not partition or subdivide any Unit or the appurtenant Common and Limited Common Areas, or accept any proposal so to do, without the prior approval of all institutional first mortgagees or institutional first deed of trust beneficiaries of the Unit being subdivided or partitioned.
- 22.5 **Change in Percentages.** The Association shall not change the percentages of interest in the Common Areas without the prior approval of all institutional first mortgagees or institutional first deed of trust beneficiaries of the Units for which the percentages would be changed.
- 22.6 **Copies of Notices.** In the event the Association gives to any Owner of a Unit any notice that such Owner has for more than thirty (30) days failed to meet any obligation under the condominium documents, it shall also give a copy of such notice to any institutional first mortgagee or institutional first deed of trust beneficiary which has requested to be so notified.
- 22.7 **Effect of Amendments.** No amendment of this Restated Declaration shall be effective to modify, change, limit or alter the rights expressly conferred upon mortgagees in this

instrument with respect to any unsatisfied mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such mortgage.

- 22.8 **Insurance.** Where the mortgagee of a Unit has filed a written request with the Board, the Board shall:
- a. Furnish the mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such mortgagee has a lien;
 - b. Require any insurance carrier to give such mortgagee at least ten (10) days written notice before cancelling any insurance with respect to such property on which mortgagee has a lien;
 - c. Not make any settlement of any insurance claims for loss or damage to any such Unit exceeding \$10,000.00 without the approval of such mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 18.
 - d. Give the mortgagee written notice of any loss or taking affecting Common Areas, if such loss or taking exceeds \$10,000.00.
- 22.9 **Inspection of Books.** Institutional first mortgagees and institutional deed of trust beneficiaries shall be entitled to inspect at all reasonable hours of weekdays all of the books and records of the Association.

ARTICLE XXIII DISPUTE RESOLUTION

- 23.1 **Introduction.** It is in the best interest of the Members, the Association, the Board, the officers, and committee members (the "Parties") to encourage the amicable resolution of disputes arising out of the legal rights and obligations described in this Restated Declaration without the emotional and financial costs of litigation. Each Member and the Association agrees that before filing suit in any court it will first submit to the Alternative Dispute Resolution Procedures set forth below, (the "ADR Procedures"), with respect to any claim, grievance or dispute arising out of or relating to the Governing Documents, (the "Claims"); provided, that a Party may demand arbitration prior to complying with the ADR Procedures if demanding arbitration is required to satisfy the statute of limitations for the Party's Claim. In such an event, the Party demanding arbitration shall simultaneously stay the arbitration until the ADR Procedures have been satisfied.
- 23.2 **Exceptions.** Notwithstanding the foregoing, the ADR Procedures shall not be required for the following Claims unless all Parties to the matter agree to submit the matter to the ADR Procedures:

- a. any suit between Members which does not include the Association as a party, if such suit asserts a claim which would constitute a cause of action independent of the Governing Documents;
- b. any suit in which any indispensable party is not bound by this Article XXIII;
- c. any collection activity, action or suit brought by the Association against an Owner involving the collection of delinquent Assessments, special Assessments, Fines or Common Area fees;
- d. actions by the Association to collect Assessments or other amounts due from any Owner; and
- e. actions brought by the Association to obtain a temporary restraining order, preliminary injunctive relief, or other preliminary equitable relief and such ancillary relief as the Association may deem necessary in order to enforce the provisions of this Restated Declaration (an "Enforcement Action").

23.3 Procedure for Disputes Between Members.

- a. **Good-Faith Discussion.** The aggrieved Party ("Complainant") shall attempt to resolve the Claim with the other Party ("Respondent") through good-faith discussion.
- b. **Submission of Complaint.** If the Claim is not resolved through good-faith discussion, Complainant shall provide the Board and each Respondent with a written statement of the material facts of the Claim (the "Complaint"). The Complaint shall include the following:
 - (i) the nature of the Claim, including the parties involved and the Respondent's role in the Claim;
 - (ii) a brief description of the discussions of the parties and their attempts to resolve the Claim informally;
 - (iii) copies of relevant documents supportive of Complainant's position; and
 - (iv) Complainant's proposed resolution or remedy. The Complaint must include all Claims that exist between the Parties at that time. Any Claim not included in the Complaint is expressly waived by the Complainant. Respondent shall have fifteen (15) days from receipt of the Complaint to file a response (the "Response") with the Complainant and the Board. The Response must include any Claim that the Respondent has concerning the Complainant at the time that the Response is submitted to the Board. Any Claim that is not included in the Response is expressly waived by the Respondent. The Response shall include any documents, descriptions, explanations, or other material supporting the Response.

23.4 Review by Board. The Board shall undertake a reasonable review of the Complaint and the Response and shall issue a written decision, including an explanation of the reasons for the decision, within thirty (30) days of receipt of the Response. A copy of the decision shall be sent to the Parties promptly via first class mail. The Board's decision shall be the final and binding resolution of the Claims submitted in the Complaint and the Response unless within thirty (30) days from the date that the decision is mailed either Party delivers to the Board and all other Parties a Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

23.5 Mediation.

- a. Within thirty (30) days of receipt of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, the Board shall contact the Parties with proposed mediation dates and a list of potential mediators. A neutral third-party or professional mediator that has been agreed to by the Parties shall conduct the mediation.
- b. The mediation shall be held in the State of Utah at a location agreed upon by the Parties. Unless otherwise agreed by the Parties, the mediation shall take place no later than three (3) months from the date of the Board's decision. If the Parties do not agree to extend this period and mediation does not occur within this time period, then this requirement is deemed to be satisfied.
- c. Unless otherwise agreed by the Parties, all fees and costs of the mediation shall be borne by the Party submitting the Notice of Objection to the Board's Decision and Intent to Submit to Mediation.

23.6 Arbitration.

- a. All Claims between the Parties not otherwise resolved shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Unless otherwise agreed upon by the Parties in writing, demand for arbitration must be made within thirty (30) days of the mediation or the expiration of the period for holding the mediation as set forth above. Failure to demand arbitration within 30 days is an express waiver of the Notice of Objection to the Board's Decision and Intent to Submit to Mediation, and upon such waiver the Board's decision becomes the final and binding resolution of the Claims.
- b. In no event shall a Party be entitled to demand arbitration of a Claim after the time for taking legal action on the Claim has expired.
- c. The arbitration shall be held in the State of Utah at a location agreed upon by the Parties or determined by the arbitrator.
- d. The prevailing Party in the arbitration shall be awarded its reasonable attorney fees and costs associated with the dispute. Punitive damages, however, shall not be

awarded in any dispute. Judgment upon the award rendered by the arbitrator may be entered in any court within the State of Utah.

- 23.7 **Procedure Subject to Change by Board.** The procedures outlined in this Section 23 may be amended from time to time by the Board without the consent of the Owners, as the Board deems necessary, in light of experience, to better accomplish the amicable resolution of disputes arising out of the legal rights and obligations described in the Governing Documents; provided, such modifications shall not take effect until three months after a copy of the new procedures is delivered to the Owners.
- 23.8 **Procedure for Disputes Between the Association and Members.** Subject to the provisions of Section 23.2, any Member who has a dispute with the Association, the Board, the Architectural Committee, or any officer or Member representing one of these groups, and who is not satisfied with the decision of the Association, the Board, or the Architectural Committee, shall follow the procedures outlined in Section 23.3 above.

ARTICLE XXIV EASEMENTS

- 24.1 **In General.** It is intended that in addition to rights under the statute, each Unit has an easement in and through each other Unit and the Common and Limited Common Areas for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this condominium plan. Without limiting the generality of the foregoing, each Unit and all Common and Limited Common Areas, are specifically subject to an easement for the benefit of each of the other Units in the Building for all duct work for the several Units for flues or chimneys. In addition, each Unit and all the Common and Limited Common Areas, are specifically subject to easements as required for the intercom and electrical entry system, for the electrical wiring and plumbing, for the air conditioning lines and equipment, if any, for each Unit, for the intercom system, if any, and for the master antenna cable system. Finally, each Unit as it is constructed is granted an easement to which each other Unit and all Common and Limited Common Areas are subject for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Restated Declaration does not limit or negate the general easement for common facilities reserved by law.
- 24.2 **Association Functions.** There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Restated Declaration, or in the Bylaws, and the Association Rules.
- 24.3 **Encroachments.** Each Unit and all Common and Limited Common Areas are hereby declared to have an easement over all adjoining Units and Common and Limited Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the Building, or any other similar cause, and any encroachment due to Building overhang or projection. There shall be valid

easements for the maintenance of said encroachments so as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Area is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoin Units and Common and Limited Common Areas shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit.

ARTICLE XXV INTERPRETATION

- 25.1 **Liberal Construction.** The provisions of this Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Condominium under the provisions of Utah law. It is intended and covenanted also that, insofar as it affects this Restated Declaration and condominium, the provisions of the Act referenced herein under which this Restated Declaration is operative, shall be liberally construed to effectuate the intent of this Restated Declaration insofar as reasonably possible.
- 25.2 **Consistent with Act.** The terms such as, but not limited to, "Unit", "Unit Owner", "Association of Unit Owners", "Building", "Common Areas and Facilities", "Common Expenses", "Land", "Limited Common Areas" and "Property", used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.
- 25.3 **Covenant Running with Land.** It is intended that this Restated Declaration shall be operative as a set of covenants running with the Land, or equitable servitudes, supplementing and interpreting the Act, and operating independently of the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.
- 25.4 **Unit and Building Boundary.** In interpreting the Record Survey Map, the existing physical boundaries of the Buildings and each Unit as constructed shall be conclusively presumed to be its boundaries.
- 25.5 **"Person", etc.** When interpreting this Restated Declaration, the term "Person" includes natural Person, partnership, corporation, association, trustee, or other legal entity. The term "mortgage" may be read to include deed of trust. The singular may include the plural and the masculine may include the feminine, or vice versa, where the context so admits or requires.
- 25.6 **Captions and Exhibits.** Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the

substantive provisions hereof. The various Exhibits referred to herein by reference as though fully set forth where such reference is made.

**ARTICLE XXVI
PROCEDURES FOR SUBDIVIDING OR COMBINING**

- 26.1 **Procedure.** Subdivision and/or combining of any Unit or Units, Common Areas and Facilities, or Limited Common Areas and Facilities are authorized only as follows:
- a. Any Owner of any Unit or Units may remove or alter a partition or wall between the Unit Owner's Unit and an adjoining Unit, even if the partition or wall is entirely or partly Common Areas and Facilities, or may create an aperture to the adjoining Unit or portion of a Unit, as provide herein. However, a Unit Owner may not take such action if the action would impair the structural integrity or mechanical systems of the building of either Unit or reduce the support of any portion of the Common Areas and Facilities of another Unit.
 - b. The Board shall require a Unit Owner to submit to the Board, at the Unit Owner's expense, a registered professional engineer's or registered architect's opinion stating that a proposed change to the Unit Owner's Unit will not impair the structural integrity or mechanical systems of the building of either Unit, reduce the support or integrity of Common Areas and facilities, or compromise structural components.
 - c. The Board shall require the Unit Owner to pay (in advance) all the legal and other expenses of the Association related to a proposed alteration to the Unit or building under this section. The Board shall also require whatever security it deems necessary to ensure the alternation is completed in a workmanlike manner, that no liens are recorded against the Unit, and that the Association is not exposed to any financial risk.
 - d. Upon written approval of such proposal by the Board, the Owner making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that the provisions for the protection of other Units or Common Areas or reasonable deadlines for completion of the work and provisions for lien waivers be inserted in the contracts for the work.
 - e. The changes in the Survey Map, if any, and the changes in the Plans and Restated Declaration shall be placed of record as amendments to the Survey Map, Plans, and Restated Declaration of Condominium and recorded at the Davis County Recorder's office as set forth in the provisions of Article 27.
 - f. Any action under this Section does not change an assessment or voting right attributable to the Unit Owner's Unit or the combined Unit.

ARTICLE XXVII
AMENDMENT OF RESTATED DECLARATION, SURVEY MAP, PLANS

- 27.1 **Restated Declaration Amendment.** Amendments to the Restated Declaration shall be made by an instrument in writing which sets forth the entire amendment. Amendments may be adopted by the affirmative consent or vote of at least fifty-one percent (51%) of the Percentage Interest of all Owners, obtained with or without a meeting. In all events, the amendment when adopted shall bear the signature of the president of the Association and shall be attested by the secretary, who shall state whether the amendment was properly adopted and shall be acknowledged by them as officers of the Association. Amendments once properly adopted shall be effective upon recording in the Davis County Recorder's office. Any decision changing the values or percentages of interest expressed herein, except as provided herein, shall require the unanimous consent of the Unit Owners and their mortgagees. It is specifically covenanted and understood that any amendment to this Restated Declaration properly adopted will be completely effective to amend any and all of the covenants, conditions and restrictions contained herein which may be affected and any or all clauses of this Restated Declaration or Record of Survey, unless otherwise specifically provided in the section being amended or the amendment itself.
- 27.2 **Record of Survey Map Amendment.** Except as otherwise provided herein, the Record of Survey Map may be amended by revised versions or revised portions thereof referred to and described in an amendment to the Restated Declaration adopted as provided herein. Copies of any such proposed amendment to the Record of Survey Map shall be made available for the examination of every Owner. Such amendment to the Record of Survey Map shall also be effective, once properly adopted, upon recordation in the Davis County Recorder's office in conjunction with the Restated Declaration amendment.
- 27.3 **Discontinuance of Condominium.** It is further specifically covenanted that any decision of failure to act by the Owners under this Restated Declaration or any applicable provision of law which intends or requires discontinuance of this condominium or removal of the property from the provisions of the Act, shall, if such decision or failure to act is sufficient with respect to condominiums under the Act, also terminate and discontinue the effect of any and all of the covenants, conditions, and restrictions set forth herein, and all provisions of the Record of Survey Map, unless other specific provision is made by recorded amendments to the Restated Declaration, and, if required, to the Record of Survey Map.

ARTICLE XXVIII
MISCELLANEOUS

- 28.1 **Service of Process.** The registered agent of the Association as shown on the records of the State of Utah is the Person upon whom process may be served as provided for in the Act. After organization of the Association, service of process for the purposes provided in the Act may also be made upon the president of the Association. The Board may at any time designate a new or different Person or agency for such purposes by filing an amendment to this Restated Declaration limited to the sole purpose of making such change,

and such amendment need only be signed and acknowledged by the then president of the Association.

28.2 Notices for all Purposes.

- a. **Delivery of Notice.** Any notice permitted or required to be delivered under the provisions of this Restated Declaration or by the Bylaws may be delivered either personally, by mail, or by electronic means as provided in the Bylaws. If delivery is made by mail, any such notice shall be deemed to have been delivered twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the Person entitled to such notice at the most recent address given by such Person give to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such Person or Persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board.
- b. **Mortgage Notice.** Upon written request therefore, a vendor, mortgagee, or deed of trust beneficiary of any Unit shall be entitled to be sent a copy of any notices respecting the Unit covered by his security instrument until the request is withdrawn or the security right discharged.

28.3 Americans with Disabilities Act (nondiscrimination policy). Cedar Springs Condominium is committed to following the state and federal law regarding all requirements of the Fair Housing Act and the Americans with Disabilities Act, including but not limited to those provisions dealing with parking, pets (service and assistance animals), and housing, and does not discriminate based on race, sex, religion, color, national origin, disability, source of income or familial status. If there is any conflict between state or federal law and the Cedar Springs Covenants, Conditions and Restrictions, or its Bylaws or Rules, Cedar Springs will follow the provisions of the state and federal law.

28.4 Enforcement, Attorney Fees and Cost. This Restated Declaration and any Association rules may be enforced by any available remedy at law or equity and, in addition to any remedy set forth herein, in the event enforcement action is instigated, the Association or Board, as the case may be, shall recover its costs and reasonable attorney fees incurred from the party in violation, whether or not suit is filed or judgment is rendered thereon.

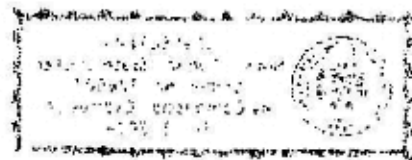
28.5 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Act or as covenants effect the common plan.

28.6 Effective Date. This Restated Declaration shall take effect upon recording.

CERTIFICATION

It is hereby certified by the president and secretary of the Cedar Springs Condominium Association that a majority of the Board approved this Restated Declaration prior to its adoption by the Owners, and that this Restated Declaration was adopted at a meeting of the Owners wherein sixty (60%) percent of the Owners voted for such amendment, or without any meeting wherein all Owners were duly notified and sixty (60%) percent of the Owners consented in writing to such amendment, as required by paragraph 22.01 of the Enabling Declaration.

{Signatures on Next Page}



IN WITNESS WHEREOF, this 1st day of August, 2023.

Cedar Springs Condominium Association

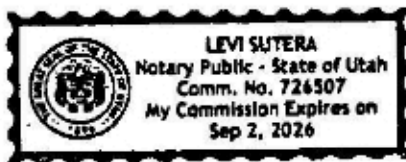
By Lee Skore
President

Attested:

Natalyn Shepherd
Secretary

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On this 1 day of August, 2023, personally appeared before me Lee Skore and Natalyn Shepherd who, being by me duly sworn did say that they are the President and Secretary of the Cedar Springs Condominium Association Board of Directors and that the within and foregoing instrument was signed in behalf of said Association and they duly acknowledged to me they executed the same.



[Signature]
Notary Public

EXHIBIT "A"
LEGAL DESCRIPTION
CEDAR SPRINGS CONDOMINIUM

All Units in Cedar Springs Condominium, Centerville, Davis County, Utah
[02-049-0001 through 02-049-0202]

EXHIBIT "B"
COMMON AREA OWNERSHIP INTEREST/PARKING ASSIGNMENTS
CEDAR SPRINGS CONDOMINIUM

Unit	Percentage of Undivided Interest in the Common Area and Facilities	Assigned Limited Common Areas and Facilities	
		Parking Spaces	Storage Spaces
Building A			
A-1	.00327	A-1	1
A-2	.00327	A-2	2
A-3	.00347	A-3	3
A-4	.00347	A-4	4
A-5	.00347	A-5	5
A-6	.00347	A-6	6
A-7	.00347	A-7	7
A-8	.00347	A-8	8
A-9	.00672	A-9	-
A-10	.00672	A-10	-
A-11	.00672	A-11	-
A-12	.00672	A-12	-
Building B			
B-1	.00299	B-1	1
B-2	.00299	B-2	2
B-3	.00347	B-3	3
B-4	.00347	B-4	4
B-5	.00347	B-5	5
B-6	.00347	B-6	6
B-7	.00347	B-7	7
B-8	.00347	B-8	8
B-9	.00672	B-9	-
B-10	.00672	B-10	-
B-11	.00672	B-11	-
B-12	.00672	B-12	-
Building C			
C-1	.00299	C-1	1
C-2	.00299	C-2	2
C-3	.00347	C-3	3
C-4	.00347	C-4	4
C-5	.00347	C-5	5
C-6	.00347	C-6	6
C-7	.00347	C-7	7
C-8	.00347	C-8	8
C-9	.00672	C-9	-
C-10	.00672	C-10	-

Unit	Percentage of Undivided Interest in the Common Area and Facilities	Assigned Limited Common Areas and Facilities	
		Parking Spaces	Storage Spaces
C-11	.00672	C-11	-
C-12	.00672	C-12	-
Building D			
D-1	.00528	D-1	-
D-2	.00528	D-2	-
D-3	.00528	D-3	-
D-4	.00528	D-4	-
D-5	.00528	D-5	-
D-6	.00528	D-6	-
D-7	.00528	D-7	-
D-8	.00528	D-8	-
D-9	.00528	D-9	-
D-10	.00528	D-10	-
Building E			
E-1	.00528	E-1	-
E-2	.00528	E-2	-
E-3	.00528	E-3	-
E-4	.00528	E-4	-
E-5	.00528	E-5	-
E-6	.00528	E-6	-
E-7	.00528	E-7	-
E-8	.00528	E-8	-
E-9	.00528	E-9	-
E-10	.00528	E-10	-
Building F			
F-1	.00528	F-1	-
F-2	.00528	F-2	-
F-3	.00528	F-3	-
F-4	.00528	F-4	-
F-5	.00528	F-5	-
F-6	.00528	F-6	-
F-7	.00528	F-7	-
F-8	.00528	F-8	-
F-9	.00528	F-9	-
F-10	.00528	F-10	-
Building G			
G-1	.00528	G-1	-
G-2	.00528	G-2	-
G-3	.00528	G-3	-
G-4	.00528	G-4	-
G-5	.00528	G-5	-
G-6	.00528	G-6	-

Unit	Percentage of Undivided Interest in the Common Area and Facilities	Assigned Limited Common Areas and Facilities	
		Parking Spaces	Storage Spaces
G-7	.00528	G-7	-
G-8	.00528	G-8	-
G-9	.00528	G-9	-
G-10	.00528	G-10	-
Building H			
H-1	.00528	H-1	-
H-2	.00528	H-2	-
H-3	.00528	H-3	-
H-4	.00528	H-4	-
H-5	.00528	H-5	-
H-6	.00528	H-6	-
H-7	.00528	H-7	-
H-8	.00528	H-8	-
H-9	.00528	H-9	-
H-10	.00528	H-10	-
Building J			
J-1	.00528	J-1	-
J-2	.00528	J-2	-
J-3	.00528	J-3	-
J-4	.00528	J-4	-
J-5	.00528	J-5	-
J-6	.00528	J-6	-
J-7	.00528	J-7	-
J-8	.00528	J-8	-
J-9	.00528	J-9	-
J-10	.00528	J-10	-
Building K			
K-1	.00528	K-1	-
K-2	.00528	K-2	-
K-3	.00528	K-3	-
K-4	.00528	K-4	-
Building L			
L-1	.00528	L-1	-
L-2	.00528	L-2	-
L-3	.00528	L-3	-
L-4	.00528	L-4	-
L-5	.00528	L-5	-
L-6	.00528	L-6	-
Building M			
M-1	.00528	M-1	-
M-2	.00528	M-2	-
M-3	.00528	M-3	-

Unit	Percentage of Undivided Interest in the Common Area and Facilities	Assigned Limited Common Areas and Facilities	
		Parking Spaces	Storage Spaces
M-4	.00528	M-4	-
M-5	.00528	M-5	-
M-6	.00528	M-6	-
M-7	.00528	M-7	-
M-8	.00528	M-8	-
Building N			
N-1	.00528	N-1	-
N-2	.00528	N-2	-
N-3	.00528	N-3	-
N-4	.00528	N-4	-
Building P			
P-1	.00327	P-1	1
P-2	.00327	P-2	2
P-3	.00327	P-3	3
P-4	.00327	P-4	4
P-5	.00347	P-5	5
P-6	.00347	P-6	6
P-7	.00347	P-7	7
P-8	.00347	P-8	8
P-9	.00672	P-9	-
P-10	.00672	P-10	-
P-11	.00672	P-11	-
P-12	.00672	P-12	-
P-13	.00327	P-13	9
P-14	.00327	P-14	10
P-15	.00327	P-15	11
P-16	.00327	P-16	12
P-17	.00347	P-17	13
P-18	.00347	P-18	14
P-19	.00347	P-19	15
P-20	.00347	P-20	16
P-21	.00672	P-21	-
P-22	.00672	P-22	-
P-23	.00672	P-23	-
P-24	.00672	P-24	-
Building Q			
Q-1	.00327	Q-1	1
Q-2	.00327	Q-2	2
Q-3	.00327	Q-3	3
Q-4	.00327	Q-4	4
Q-5	.00347	Q-5	5
Q-6	.00347	Q-6	6

Unit	Percentage of Undivided Interest in the Common Area and Facilities	Assigned Limited Common Areas and Facilities	
		Parking Spaces	Storage Spaces
Q-7	.00347	Q-7	7
Q-8	.00347	Q-8	8
Q-9	.00672	Q-9	-
Q-10	.00672	Q-10	-
Q-11	.00672	Q-11	-
Q-12	.00672	Q-12	-
Q-13	.00327	Q-13	9
Q-14	.00327	Q-14	10
Q-15	.00327	Q-15	11
Q-16	.00327	Q-16	12
Q-17	.00347	Q-17	13
Q-18	.00347	Q-18	14
Q-19	.00347	Q-19	15
Q-20	.00347	Q-20	16
Q-21	.00672	Q-21	-
Q-22	.00672	Q-22	-
Q-23	.00672	Q-23	-
Q-24	.00672	Q-24	-
Building R			
R-1	.00528	R-1	-
R-2	.00528	R-2	-
R-3	.00528	R-3	-
R-4	.00528	R-4	-
R-5	.00528	R-5	-
R-6	.00528	R-6	-
Building S			
S-1	.00528	S-1	-
S-2	.00528	S-2	-
S-3	.00528	S-3	-
S-4	.00528	S-4	-
Building T			
T-1	.00528	T-1	-
T-2	.00528	T-2	-
T-3	.00528	T-3	-
T-4	.00528	T-4	-
Building U			
U-1	.00528	U-1	-
U-2	.00528	U-2	-
U-3	.00528	U-3	-
U-4	.00528	U-4	-
U-5	.00528	U-5	-
U-6	.00528	U-6	-

Unit	Percentage of Undivided Interest in the Common Area and Facilities	Assigned Limited Common Areas and Facilities	
		Parking Spaces	Storage Spaces
Building V			
V-1	.00528	V-1	-
V-2	.00528	V-2	-
V-3	.00528	V-3	-
V-4	.00528	V-4	-
V-5	.00528	V-5	-
V-6	.00528	V-6	-
Building W			
W-1	.00528	W-1	-
W-2	.00528	W-2	-
W-3	.00528	W-3	-
W-4	.00528	W-4	-
W-5	.00528	W-5	-
W-6	.00528	W-6	-
Building X			
X-1	.00528	X-1	-
X-2	.00528	X-2	-
X-3	.00528	X-3	-
X-4	.00528	X-4	-
Total	100 %		

EXHIBIT "C"

BYLAWS

BYLAWS
OF
CEDAR SPRINGS
CONDOMINIUM ASSOCIATION

A Utah Nonprofit Corporation

ARTICLE I
NAME AND LOCATION

- 1.1 **Name.** The name of the corporation is the Cedar Springs Condominium Association.
- 1.2 **Principal Place of Business.** The principal office of the Association shall be at that address listed on with the Utah State Department of Commerce, but meetings of the Members and Board may be held at such times and places within the State of Utah as the Board of Directors may designate.

ARTICLE II
DEFINITIONS

- 2.1 When used in these Bylaws the following terms shall have the meaning defined in the Restated Declaration, or as indicated below:

ARTICLE III
MEETINGS OF MEMBERS

- 3.1 **Annual Meetings.** The regular annual meeting of the Members shall be held at 6:30 pm of the third (3rd) Tuesday in March of each year, at such place as the Board shall determine. The Board of Directors may from time to time, by resolution, change the date and time for the annual meeting. Provided, however, if said reserved date falls upon a legal holiday, the meeting shall be held on the next succeeding business day. At the annual meeting, there shall be presented a report of the Common Expenses, itemizing receipts and disbursements for the preceding calendar year, and the allocation thereof to each Owner, and the estimated Common Expenses for the coming calendar year. The Board at any time, or by written request of Owners having at least twenty-five (25%) percent of the total votes, may require that an audit of the Association and management books be presented at a special meeting. A Unit Owner, at their own expense, may at any reasonable time make an audit of the books of the Board and Association.

- 3.2 **Special Meetings.** Special meetings of the Members may be called by either the President, a Majority of the Board, or by any number of Members holding not less than one-third of the total votes of the Association, such request to be made in writing and stating the purpose of the meeting and to be delivered to the Board or the President.
- 3.3 **Notice of Meetings of Members.** It shall be the duty of the Secretary to provide notice of each annual or special meetings of Members, stating the purpose thereof as well as the day, hour and place where it is to be held, to each Owner of record and to each first Mortgagee of a Unit which has filed a written request for notice with the Secretary at least ten (10) but not more than sixty (60) days prior to such meeting. The notice may set forth time limits for speakers and nominating procedures for the meeting. Electronic notice or the mailing of a notice, postage prepaid, shall be considered notice served, after said notice has been deposited in a regular depository of the United States mail. If no address has been furnished to the Secretary, notice shall be deemed to have been given to a Member if posted in a conspicuous place on the Association property.
- 3.4 **Waiver of Notice.** Any Member may waive notice of any meeting of Members, (however called or noticed, whether or not called or noticed and whether before, during or after the meeting) by signing a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof Attendance at a meeting, in Person or by proxy, shall constitute waiver of all defects of call or notice regardless of whether waiver, consent or approval is signed or any objections are made. All such waivers, consents, or approvals shall be made a part of the minutes of the meeting.
- 3.5 **Quorum of Members.** Unless a greater number of votes are required under other provisions of the Bylaws or the Articles or Utah law, at any meeting of Members, those present in Person or by proxy, regardless of their number, shall constitute a quorum, and the Majority of those present and represented by proxy shall be the official and valid act of the Members. No Board Member shall be removed by a vote of the Owners unless a Majority of all Unit Owners vote affirmatively therefore.
- 3.6 **Votes.** If a Unit is jointly owned, all Owners thereof must act unanimously with respect to any vote be cast by the Owners of that Unit. If the Owners cannot all agree on any given question, no vote from that Unit shall be accepted. The vote of one Owner, unless an objection is made at the meeting by other Owners of that Unit, shall be deemed the vote of all Owners of that Unit.
- 3.7 **Proxies.** At any meeting of Members, a Member may vote either in Person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein, no proxy shall be valid after eleven (11) months from the date of its execution.

- 3.8 **Informal Action by Members.** Any action required to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof.

ARTICLE IV NOMINATION AND ELECTION OF BOARD MEMBERS

- 4.1 **Nomination Process.** The process for the nomination and election of the Board of Directors shall proceed as set forth herein.
- 4.2 **Nominating Committee.** Nominations for election to the Board shall be made by a Nominating Committee, whose purpose is to seek out and locate qualified individuals as candidates for election to the Association's Board of Directors. The Nominating Committee shall consist of a Chairman, who shall be a member of the existing Board, and two (2) or more additional Members of the Association, who may or may not be current members of the Board. The Nominating Committee shall be appointed by the Board not less than 30 days prior to each annual meeting of the Association at which an election will be held. The Nominating Committee shall serve for a term of one year. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of vacant Board seats to be filled. The Nominating Committee may notify members that it is seeking qualified candidates and interview all candidates interested in serving on the Board to determine if, in the Nominating Committee's sole discretion, the potential candidate has the proper demeanor, experience, ability and character to serve the interests of the Association if elected. The Nominating Committee shall submit to the Board those names as candidates which a majority of the Nominating Committee recommend be placed on the Association ballot. Those nominated as candidates shall have the opportunity to communicate their qualifications to the members and to solicit votes. If the Board fails to appoint a nominating committee, nominations will be handled according to the process outlined in Section 4.4 below.
- 4.3 **Nomination Approval.** Anyone nominated as a candidate prior to or at the association's election meeting should have first granted their approval and affirmatively stated that he or she is willing to serve for the term if elected.
- 4.4 **Nominations.** The names of the candidates recommended by the Nominating Committee shall be included in the Notice of the annual meeting sent to members of the Association, and may be included on written ballots sent to members. Write-in candidates are permitted. Nominations may also be received from members of the Association from the floor at the annual meeting of the members. If the Board fails to create a Nominating Committee, all nominations will be received from the members of the Association prior to or at the annual meeting.

ARTICLE V BOARD OF DIRECTORS

- 5.1 **Number, Tenure and Qualifications.** The business and affairs of the Association shall be managed by a Board of Directors composed of between five (5) and nine (9) Members of the Association. Prior to an election, the Board may vote to either increase or decrease the number of Board members, although if the Board ever elects to decrease the number of Board members, all Board members shall be entitled to fulfill their current terms. Board members shall be elected by the vote of the Members at a regular meeting of Members or at a meeting of Members called for that purpose. All Board Members must be an Owner and not more than one Owner from each Unit may serve on the Board at the same time. Each Member of the Board of Directors shall serve for a period of two (2) years or until a successor is elected and qualified. In order to assure continuity in the management of the Association's affairs, Board member terms shall be staggered, with between 40% and 60%, of the Board being up for election each year.
- 5.2 **Compensation.** Board members shall not be compensated for their regularly performed duties but shall be reimbursed for all expenses reasonably incurred in connection with Board business as approved by the Board. Board members who do administrative or maintenance-related work for the Association shall only be paid pursuant to a written contract entered into with the Board that specifically describes the services to be performed and the amount of compensation to be received. Board members may be paid for other services provided to the association in connection with time they spend on behalf of the Association, but only to the extent such payments are authorized in writing in advance by a majority of the Board. In such instances the board member receiving compensation shall abstain from voting.
- 5.3 **Action Taken Without a Meeting.** The Board of Directors shall have the right to take any action which they might otherwise take without first holding a meeting. Before any such action is taken, (a) notification must be sent via electronic means to all Board members, and (b) at least a majority of the Board must approve of the action (email or other ratification is acceptable). Any action so taken shall have the same effect as though taken at a meeting of the Board of Directors.
- 5.4 **Vacancies.** A vacancy or vacancies in the Board of Directors shall exist in case of the death, resignation or removal of any Board Member, or if the authorized number of Board Members is increased, or if the Members fail, at any annual or special meeting at which any Board Member is elected, to elect the full authorized number of Board Members to be voted for at that meeting. Also, the Board of Directors may declare vacant the office of a Board Member if he is found to be of unsound mind by an order of a court of competent jurisdiction or convicted of a felony or misdemeanor involving moral turpitude or if, within sixty (60) days after notice of his election, he does not accept the office either in writing or by attending a meeting of the Board of Directors. Any vacancy occurring may be filled by the affirmative vote of a Majority of the remaining Board Members although less than a quorum. A Board

Member elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office, or if there was no predecessor, until the date set under these Bylaws for the next annual meeting and until his successor is elected. Any vacancy created by reason of the removal of one or more Board Members by the Members may be filled by election of the Members at the meeting at which the Board Member or Board Members are removed.

- 5.5 **Removal of Board Member.** A Board member may be removed with reasonable cause at any duly called regular or special meeting of the Association by a unanimous vote of all other Board members or by the affirmative vote of at least a majority of the Members of the Association. Thereupon, a successor shall be nominated and approved by vote of a Majority of the remaining Board Members, or the Members, if they caused the removal of a Board Member. Any member whose removal has been proposed by the Board shall be given at least fifteen (15) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting. Any Board Member who misses twenty-five percent (25%) or more of the Board Meetings or who misses three (3) consecutive meetings in any calendar year, may be removed from the Board.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 6.1 **Powers.** The Board of Directors shall have power to:
- a. Adopt and publish rules and regulations governing the use of the Common Areas, and personal conduct of the Members and their agents and guests thereon, and establish penalties for the infractions thereof;
 - b. Exercise each and every power granted in the Restated Declaration or by law to levy, assess, collect and enforce the regular and special Assessments of the Association.
 - c. Exercise for the benefit of the Association and its Members all of the powers granted by the Restated Declaration or otherwise granted to the Association by law and not reserved to the Members by the Articles or the Restated Declaration.
- 6.2 **Duties.** It shall be the duty of the Board of Directors to:
- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at such other times as requested in writing in accordance with the provisions of the Restated Declaration or the law;
 - b. Supervise all officers, agents, and employees of the Association;

- c. Fix the amount of the regular and special Assessments against the Units and Owners and send written notice of such Assessments to the Owners and others in accordance with the provisions of the Restated Declaration.
- d. Foreclose the liens of the Association against Units as provided in the Restated Declaration;
- e. Cause the Common Areas to be properly maintained;
- f. Prepare and issue all reports, notices, and certificates called for by the Restated Declaration;
- g. Procure and maintain adequate liability and hazard insurance on the Condominium and Common Areas as required by the Restated Declaration;
- h. Obtain such fidelity bonds for employees and officers as required by the Restated Declaration and as may be appropriate;
- i. Do each thing required of the Board of Directors by the Restated Declaration and otherwise manage the affairs of the Association for the benefit of its Members.

ARTICLE VII MEETINGS OF THE BOARD

- 7.1 **Regular Meetings.** Regular meetings shall be held at such place and time, within the State of Utah, as the Board establishes for such regular meetings by resolution.
- 7.2 **Special Meetings.** Special meetings of the Board may be called by the President or two or more Board Members, which shall be held within the State of Utah, at such place and time specified in notification provided by the Person(s) calling such meeting.
- 7.3 **Notice.** Written notice of the place, date and time of any meeting of the Board shall be given at least three (3) days prior to any meeting. Such notice will be deemed to have been furnished if mailed first class postage prepaid at least six (6) days prior to the meeting to each Board Member at the address for such Board Member on record with the Association as of the date of mailing. Attendance of any Board Member at a meeting shall constitute a waiver of notice of such meeting unless the Board Member attends for the express purpose of objecting to the meeting as not having been properly convened. Neither the business to be transacted nor the purpose of any meeting need be specified in the notice thereof.
- 7.4 **Quorum.** A Majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

ARTICLE VIII OFFICERS

- 8.1 **Number and Qualifications.** The Board may select such officers of the Association as they shall determine, but at least a President, Treasurer and Secretary shall be elected.
- 8.2 **Tenure.** Officers of the Association shall be elected by the Board of Directors. Each officer shall hold office until his successor has been duly elected and qualified. Any officer may be removed by the Board of Directors, whenever, in the judgment of the Board, the best interest of the Association would be served thereby.
- 8.3 **President.** The President shall be the chief executive Officer of the Association and shall exercise general supervision over its property and affairs subject to the control of the Board of Directors.
- 8.4 **Vice-President.** The Vice-President, should one be elected, shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- 8.5 **Secretary.** The Secretary shall perform such services as may be assigned to him or her by the Board of Directors, including but not limited to the keeping of all books, records and reports of the Association.
- 8.6 **Treasurer.** The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. They shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.
- 8.7 **Compensation.** Officers shall not receive compensation for their services to the Association.

ARTICLE IX INDEMNIFICATION

- 9.1 **Third Party Actions.** The Association shall have the power to indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than action by or in the right of the Association) by reason or the fact that the Person is or was a Member of the Board, Officer, employee, or agent or another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Person in connection with such action, suit, or proceeding, if he/she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any

criminal acting or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, or settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, or with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

- 9.2 **Association Actions.** The Association shall have the power to indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that the Person is or was a Member of the Board, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a Board Member, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with the defense or settlement of such action or suit, if he/she acted in good faith and in a manner reasonably believed to be in or not opposed to the best interest of the Association. Except that, no indemnification shall be made in respect of any claim, issue, or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses, judgments, fine and amounts paid in settlement which such court shall deem proper.
- 9.3 **Determination.** To the extent that a Board Member, Officer, employee, or agent of the Association has been successful on the merits in defense of any action, suit, or proceedings referred to in Sections 9.1 or 9.2 hereof, that Person shall be indemnified against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection therewith. Any other indemnification under 9.1 or 9.2 hereof shall be made by the Association only upon a determination that indemnification of the Board Member, Officer, employee, or agent is proper in the circumstances because the applicable standard of conduct set forth in 9.1, hereof has been met. Such determination shall be made either by the Board Members, by a Majority vote of a quorum consisting of Board Members who were not parties to such action, suit or proceeding, or by independent legal counsel in a written opinion, or by the Members, by a vote of at least fifty percent (50%) of the total votes of the Association at any meeting.
- 9.4 **Advances.** Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a Majority vote of a quorum of the Board of Directors and upon receipt of an undertaking by or on behalf of the Board, Officer, employee, or agent to repay such amount or amounts unless it ultimately be determined that the Person is entitled to be indemnified by the Association as authorized by this Article.

- 9.5 **Scope of Indemnification.** The indemnification authorized by this Article shall apply to all present and future Board Members, Officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board Members, Officers, employees, or agents and shall inure to the benefit of the heirs, executors, and administrators of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law. To the extent that the applicable standard of conduct has been met, the indemnification obligation set forth in Article 9 shall also be retroactive.
- 9.6 **Insurance.** The Association may purchase and maintain insurance on behalf of any Person who is or was a Board Member, Officer, employee, or agent of the Association or is or was serving at the request of the Association as a Board Member, Officer, employee, or another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against and incurred by that Person in any such capacity or arising out of the Person's status as such, whether or not the Association would have the power to indemnify him/her against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.
- 9.7 **Payments Out of Common Expense Fund.** All payments made pursuant to this Article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund.

ARTICLE X ELECTRONIC NOTICE OF MEETINGS

- 10.1 **Notification by Website and Email.** The Association desires to communicate electronically with Members to the fullest extent possible. Any notice sent to Members under the provisions of the Restated Declaration, or these Bylaws may be sent by electronic means, including text message, email, Facebook, Twitter, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address or other address to which notice was sent. A Member may, by written demand, require the Association to provide notice to the lot Owner by mail.
- 10.2 **Notices.** Any notice permitted or required to be delivered by the Board or from the Association to the Owners may be delivered either personally, by U.S. mail, or by electronic means.
- a. If notice is by mail, it shall be deemed to have been delivered 24 hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each Owner at the address given by such Person to the Board of Directors for the purpose of service of such notice or to the Unit of such Person if no address has been given. Such addresses may be changed by Owners from time to time by notice in writing to the Board of Directors.

- b. If notice is by electronic means, any notice delivered by the Association to Owners under the provisions of the Restated Declaration or these Bylaws may be sent by electronic means, including but not limited to text message, Facebook, Twitter, email, or the Association's website. The Association shall maintain records of all notices sent to Members by electronic means, including the electronic address to which notice was sent. When a notice is sent electronically, the Association shall first compile a list of Owners' current electronic addresses (such as email or text messaging addresses or other types of well-known electronic forms, such as Facebook) and the Association shall send notification of all Association meetings, proposals, documents, amendments and business to the primary electronic address of the Owners. The Association secretary shall thereafter send an electronic notice, via email or a comparable electronic means of all Association meetings and business to those Owners who do not object to electronic notification in this manner. A Member may, by written demand, require the Association to provide notice to the lot Owner by mail.
- c. If notice is by personal means, notice may be delivered to Owners by hand delivery directly to the Owner or a responsible occupant of an Owner's Home, or by securely attaching a copy of the notice to an entry door of the Owner's Home.

10.3 **Waiver.** Members who (a) request electronic notice, and (b) confirm they have received electronic notice from the Association of any Association business or meeting, are deemed to have waived any defense to or claim against the Association that the Association's electronic notice was not adequate or proper, and may not thereafter challenge or assert that the notice they received was not adequate, proper, or in compliance with the Restated Declaration, the Association's Bylaws, or Utah law.

10.4 **Electronic Voting.** There may be occasion to vote on certain matters without actually holding a meeting. In such cases Members and Board Members may cast their votes through electronic means (email, text or fax). Any electronic vote shall be deemed valid if it comes from the email address or phone number that has been provided to the Association. Approval of any measure voted on electronically shall only be valid if (a) electronic notice is sent to all Board members, and (b) at least a majority of the Board members respond in writing (such as by email) and approve the measure being voted on.

ARTICLE XI RECORDS AND LOCATION

11.1 **Books and Records.** The corporation shall keep at its principal place of business the following books and records and any Member of record, upon written demand stating the purpose thereof, shall have the right to examine, in Person, or by agent or attorney, at any reasonable time or times, for any proper purpose, the same and to make extracts there from:

- a. Its minutes of meetings of the Board of Directors and any committees thereof.

- b. Its minutes of meetings of the Members.
 - c. Copies of its Articles of Incorporation and Bylaws as originally executed and adopted together with all subsequent amendments there to.
 - d. All books and records of account shall be kept at the corporation's principal place of business or as determined by the Board of Directors.
- 11.2 **Record Retention Policy.** The attached Exhibit "C-1" shall serve as the record retention schedule for the Association. It shall serve as a guideline and is not an exclusive list. Some of the records below may not currently exist, but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not mentioned below. The records described below shall be kept for as long as indicated. Once their retention period has expired, the Board may destroy the documents.
- 11.3 **Principal Place of Business.** The principal office of the Association shall be at that address listed on with the Utah State Department of Commerce, but meetings of the Members and Board may be held at such times and places within the State of Utah as the Board of Directors may designate.

ARTICLE XII MISCELLANEOUS

- 12.1 **Construction.** These Bylaws are to be construed together with the provisions of the Utah Condominium Ownership Act, Utah Code Ann. 57-8-1, et. seq., the Utah Revised Nonprofit Corporation Act, Utah Code Ann. 16-6a-101 et. seq., and the Restated Declaration. Any conflict between these Bylaws and the said laws or Restated Declaration shall be resolved in favor of the laws and/or the Restated Declaration. Any powers granted or duties assigned to the Association, its officers, or Board of Directors by said laws or Restated Declaration which are not mentioned herein shall be construed to have been given or assigned to the Association, its officers, or Board of Directors.
- 12.2 **Amendment.** These Bylaws may be amended in the same manner and by the same percentage vote of the Owners as contained in the Restated Declaration.
- 12.3 **Annual Statement and Budget.** The Board shall present at each annual meeting, and when called for by vote of a Majority of the Members at any special meeting where a quorum is present, a full and complete statement of the financial condition of the Association.
- 12.4 **No Dividends.** There shall be no dividends paid or payable by the Association, it being acknowledged that the Association is organized as a non-profit organization under law to act

solely and strictly as an association of property Owners and as an agent for them in the management of the affairs of the Subdivision and Association.

- 12.5 **Severability.** Provisions hereto shall be deemed independent and severable, and in validity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision.
- 12.6 **Captions.** Captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws nor the intent of any provisions hereof.
- 12.7 **Enforcement, Attorney Fees and Cost.** These Bylaws may be enforced by any available remedy at law or equity and, in addition to any remedy set forth herein, in the event enforcement action is instigated, the Association or Board, as the case may be, shall recover its costs and reasonable attorney fees incurred from the party in violation, whether or not suit is filed or judgment is rendered thereon.
- 12.8 **Effective Date.** These Bylaws shall take effect upon recordation in the Office of the County Recorder of Davis County, Utah.

EXHIBIT "C-1"

RECORD RETENTION SCHEDULE

**CEDAR SPRINGS CONDOMINIUM ASSOCIATION
RECORD RETENTION POLICY**

This record retention schedule shall serve as a guideline and is not an exclusive list. Some of the records below may not currently exist, but are listed in the event they exist in the future. The Board shall use its best judgment in determining the retention period for any record not mentioned below. The records described below shall be kept for as long as indicated. Once their retention period has expired, the Board may destroy the documents.

Description of Record	Retention Period
Articles of Incorporation	Permanent
Declaration of Covenants, Conditions, and Restrictions (including amendments)	Permanent
Corporate or Association Bylaws	Permanent
Association Plat Maps	Permanent
Resolutions adopted by the board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members (U.C.A §16-6a-1601 (5)(c))	Permanent
Minutes of all meetings of the board of directors	Permanent
Minutes of all annual and special meetings of members	Permanent
Record of all actions taken by the members or board of directors without a meeting	Permanent
A record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the board	Permanent
Record of all waivers of notices of meetings of members and of the board of directors or any committee of the board of directors	Permanent
Architectural Modifications- Approved and Disapproved	Permanent
Architectural Guidelines (current and past)	Permanent
Association or Community Rules	Current and Past 6 Years
Ownership/Membership Records	Current and Past 6 Years
All written communications to members generally as members	6 years
A list of the names and address of current directors and officers	Current and past 6 Years
A copy of the most recent annual report delivered to the division under U.C.A §16-6a-1607	Current and Past 4 Years
Financial records and statements, including invoices, tax returns, checks, etc	3 years

EXHIBIT "D"

FINE SCHEDULE

AMOUNT OF FINE*

1 ST Offense	2 ND Offense within 1 year	3 RD or more Offense within 1 year	<h1 style="text-align: center;">RULES</h1> <p style="text-align: center;">(the following activities are prohibited)</p>
<p>\$50</p>	<p>\$75</p>	<p>\$100</p>	<ul style="list-style-type: none"> · parking on the streets within the HOA or in the Common Area where parking is restricted · parking in restricted areas such as fire lanes · permanent parking is allowed in front of the garages of the Units · parking in areas other than an approved parking area · parking in another's driveway or reserved parking area · parking in front of a garbage dumpster · parking in areas marked with "no parking" signs · parking in areas not permitted on the Association parking map · parking in Guest parking space for more than 48 hours · parking in a Guest parking space when a driveway space is available · parking in violation of any parking rule contained in the Restated Declaration, bylaws, or Association rules · parking recreational vehicles or boats on Association property for more than 2 days in any 14 day period · parking more cars than the number permitted on Association property · parking unregistered or inoperable vehicles in the Common Area or in a driveway for more than 15 days in any 60 day period · parking in a way that blocks access to another Unit's driveway
			<ul style="list-style-type: none"> · driving faster than the permitted speed (15 mph) · driving faster than conditions safely permit · performing maintenance or mechanical work on vehicle (including motorcycles & ATV's) in a driveway or in the Common Area
			<ul style="list-style-type: none"> · Failure to remove seasonal decorations within 30 days of a holiday. · leaving personal belonging in the Common Area (bicycles, scooters, toys, equipment) · operating a business in a Unit without a business license or in violation of the municipal ordinances, the Association bylaws, declaration, or rules and regulations · failing to maintain window coverings (failure to replace broken blinds, torn drapes or other such window coverings). There shall be no blankets, newspapers or bed sheets used for window coverings. · failing to maintain the limited common areas associated the Unit.

1 ST Offense	2 ND Offense within 1 year	3 RD or more Offense within 1 year	<h1 style="text-align: center;">RULES</h1> <p style="text-align: center;">(the following activities are prohibited)</p>
\$50 + repair cost	\$75+ repair cost	\$100 + repair cost	<ul style="list-style-type: none"> · misuse or damage to the Common Area by attaching any other item to the Common Area, without the written permission of the Board · painting or decorating any Common Area without written permission of the Board · causing damage to the Common Area (lawn, roof, gutters, plumbing, parking area, sidewalk, driveway, sprinkler system, flowers, or shrubs) · changes to the limited common areas that do not comply with Association governing documents or rules regarding exterior appearance.
\$100	\$200	\$300	<ul style="list-style-type: none"> · creating noise within a Unit or lot that can be heard in another Unit or lot, or in the Common Area, such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other Residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life · creating noise in the Common Area that can be heard in a Unit or lot such that the noise is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life · maintaining pets in a Unit or lot in violation of the Association bylaws, declaration or rules and regulations · failing to clean up after pets that have made a mess in the Common Area · allowing pets in the Common Area without a leash · maintaining a pet in lot that can be heard in another lot such that the sound or smell created by the pet is (1) offensive to the senses, (2) disruptive to the comfortable enjoyment and lifestyle of other Residents, or (3) an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life

1 ST Offense	2 ND Offense within 1 year	3 RD or more Offense within 1 year	<h1 style="text-align: center;">RULES</h1> <p style="text-align: center;">(the following activities are prohibited)</p>
\$100	\$200	\$300	<ul style="list-style-type: none">· performing any construction outside a Unit without written authorization from the Board· leasing a Unit in violation of the Association leasing policy as set forth in the Restated Declaration or by failing to require tenants to comply with Association rules.· leaving trash, garbage, or clutter on the Unit's driveway, patio or doorstep, or otherwise maintaining the driveway, patio or doorstep in an unsightly, unclean, or unsanitary condition· obstructing the Common Area (including sidewalks) in such a manner as to restrict ingress or egress from the lots· Keeping items in the mechanical room of a Unit that, in the Board's opinion, constitute a fire danger
\$300	\$400	\$500	<ul style="list-style-type: none">· smoking in any location within the Condominium project or complex in violation of the smoking restrictions set forth in the Restated Declaration.

*The cumulative fine for a continuing violation may not exceed \$500.00 per month.

EXHIBIT "E"

MAINTENANCE CHART

BUILDING & PROPERTY MAINTENANCE

The following chart defines the division of responsibility for maintenance and repair of property in the project/subdivision between the Association and Owner.

	EXTERIOR	HOA	OWNER
1	Maintenance, replace, repair of roofs (including: membranes, sub-roofing, girders, beams & support structures).	X	
2	Maintenance, cleaning, and repair of chimneys		X
3	Maintenance, replace and repair of Exterior walls (including: siding, stucco, shingles, brickwork, columns & studs).	X	
4	Maintenance, replace and repair of front steps and sidewalk.	X	
5	Maintenance, replace and repair of concrete footings, foundations, and entrees.	X	
6	Maintenance, replace and repair of water spigot on patio.		X
7	Any damage caused to a Unit by a resident's negligence, such as failing to disconnect a hose from a spigot, is the liability of the Unit Owner of the patio on which the spigot is located.		X
8	Maintenance, replace and repair of High-Rise Building entrances (including: frames, thresholds, doors, hinges & handles)	X	
9	Maintenance, replace and repair of High-Rise hallways (including: walls, floors, stairways, handrails, lights & smoke alarms)	X	
10	Maintenance, replace and repair of Unit entrances (including: frames, thresholds, doors, door knobs, locks, hinges & doorbells)		X
11	Maintenance, replace and repair of exterior storage units (including: frames, thresholds, doors, door knobs, locks, hinges, roofs & interior)		X
12	Maintenance, replace and repair of exterior storage unit sidings.	X	
13	Maintenance, replace and repair of interior storage units (including: frames, thresholds, doors, door knobs, locks, hinges & interior)		X
14	Maintenance and repair of concrete patios and fences		X
15	Replacement of concrete patios and fences	X	
16	Maintenance, replace and repair of fence gates		X
17	Maintenance, replace and repair of rain gutters and down spouts.	X	
18	Maintenance and repair of balconies and railings		X
19	Replacement of balconies and railings	X	
20	Replacement, maintenance, and repair of windows, sliding glass doors, screens, and frames.		X

21	Replacement, maintenance, and repair of the front porch attached exterior light fixture that use electricity from the Unit.		X
22	Replacement, maintenance, and repair of the back porch attached exterior light fixture that uses electricity from the Unit.		X
23	Replacement, maintenance, and repair of all light bulbs located in exterior light fixtures.		X
24	Utility lines (Water, power, gas & telephone) servicing multiple units.	X	
25	Utility lines (Water, power, gas & telephone) servicing individual units.		X
26	Electrical system from the Unit's breaker panel and to all outlets including switches and light fixtures located in the Unit.		X
27	Plumbing fixtures such as faucets, showers, sinks, basins, toilets & tubs		X
28	Replacement and repairs to outside water spigots and bibs not attached to a Unit.	X	
29	Unit Owner improvements: skylights, windows, awnings, and similar items.		X
30	Replacement, maintenance, and repair of front entry railings originally installed by the Association	X	
31	Replacement, maintenance, and repair of front entry railings originally installed by a Unit Owner (may only be installed with written permission from Association)		X
32	Maintenance, replace, repair, and removal of any television antenna, satellite, cable, internet and any other communications equipment		X
33	Maintenance, replace, and repair of Air-Conditioning systems (Complete system inside and outside including electrical system from the meter base to the air conditioner unit, including conduit and all wiring)		X
34	Maintenance, replace, and repair of all Unit owner improvements		X
35	Maintenance and replacement of gas and electricity meters		X

	INTERIOR	HOA	OWNER
36	Floor structure (including: concrete, beams & sub-flooring)	X	
37	Floor covering (including: wood flooring & carpeting, tile)		X
38	Wall studs & beams forming the exterior wall structure surrounding each unit as well as all load-bearing walls located within each unit to the interior surface of each unit (including sheetrock up to but not including the unfinished surface).	X	
39	All interior ceilings, non-load-bearing walls (located within each unit) including wall studs, sheetrock & decorative finishes.		X

40	All interior painting, decorations, cabinets, and furnishings from the inside of the unfinished walls and ceilings. This includes all appliances such as dishwashers, garbage disposals, ranges, refrigerators, furnaces, exhaust fans, attic vents, air conditioners, and intercom, telephone, and computer networks. Water pipes and drainage pipes that serve only one Unit are the responsibility of the Owner to the point they join a common pipe.		X
41	Maintenance and repair of water heaters (see section 10.5 d)		X
42	Replacement of water heaters (see section 10.5 d)		X
43	Maintenance, cleaning, and repair of venting serving only one unit, air conditioning units and fireplaces.		X
44	Maintenance, cleaning and repair of venting serving more than one unit.	X	
45	Maintenance, repair, and replacement of the gas and electrical system from the gas meter to the gas appliances or from the electric meter to the breaker panel and to all outlets including switches and light fixtures.		X
46	Maintenance, repair, and replacement of plumbing fixtures such as sinks, basins, toilets and all interior pipes and valves.		X
47	Repair of cracks or other damage to interior walls, floors or ceilings caused by normal Unit settling.		X
48	Repairs of damage resulting from static water or seepage of water from any underground source, including water and sprinkler system failures.	X	
49	Repairs of damage resulting from surface water.		X
50	Interior damage resulting from failures in non-shared utility lines, unless covered by insurance.		X

	GROUPS	HOA	OWNER
51	Lawn, flower shrubs and trees in the Common Areas.	X	
52	Flowers, shrubs, or other modifications in Common Area planted by Owner (see paragraph 5.3).		X
53	Lawn watering system.	X	
54	Snow removal from access road.	X	
55	Snow removal from porches and driveways.	X	
56	Snow removal from Limited Common Areas (patios and balconies)		X
57	Roadways, parking lots, curbs and gutters, sidewalks and front steps.	X	
58	Carport Structures	X	
59	Watering system for Limited Common Areas	X	

	OTHER	HOA	OWNER
60	Clubhouse & maintenance buildings	X	
61	Swimming Pool	X	
62	Garbage collection.	X	
63	Maintenance and repair of water system from the city water meter to the entrance to the exterior wall of each Unit.	X	

EXHIBIT "F"

Cedar Springs Dog Limitation List

The following dog breeds are prohibited at all times from Cedar Springs:

- Akita
- Alaskan Malamutes
- American Bull Dog
- American Pit Bull Terrier
- American Staffordshire Terrier
- Belgian Malinois
- Boerboeis
- Boxer
- Bull Terrier
- Bullmastiffs
- Cane Corso
- Chow Chow
- Doberman Pincher
- Dogo Argentino
- English Mastiffs
- Fila Brasileiro (also Known as the Fila, Brazilian Mastiff)
- German Shepherd
- Great Danes
- Irish Wolf Hounds
- Malamutes
- Mastiffs
- Pit Bulls
- Presa Canario
- Presa Mallorquin (also known as the Ca De Bou)
- Rhodesian Ridgebacks
- Rottweiler
- Schipperkes
- Scottish Deerhounds
- Shar Pei's
- Siberian Huskies
- Staffordshire Bull Terrier
- Tosa Inu
- Wolf Hybrids