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WHEN RECORDED RETURN TO:  
573 Sunrise, LLC  
Attn: Andy Evans  
5543 S 3750 W  
Syracuse, UT 84075



ENT 3961:2025 PG 1 of 43  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2025 Jan 21 11:14 AM FEE 40.00 BY LM  
RECORDED FOR 573 SUNRISE LLC

DECLARATION OF CONDOMINIUM  
FOR  
SUNRISE OFFICE CONDOMINIUM

THIS DECLARATION is made this 16 day of January, 2025 by 573 Sunrise LLC, a Utah limited liability company, (hereinafter referred to as "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act.

RECITALS

- A. Declarant is the owner of that certain real property situated in the City of Lehi, Utah County, Utah, and more particularly described on Exhibit A attached hereto (the "Property");
- B. Declarant has constructed or will construct improvements upon said real property as shown on the Map (defined below) filed for record contemporaneously herewith;
- C. Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration and improvement of the Property and the interests therein;
- D. Declarant desires, by filing this Declaration and the Map, to submit said Property and all improvements thereon to the provisions of the Utah Condominium Ownership Act as a condominium project to be known as the Sunrise Office Condominium;
- E. Declarant intends to sell to various purchasers the fee title to the individual Units contained on the Project (defined below), together with the undivided percentage ownership interest in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, conditions, restrictions, limitations and easements herein set forth.

DECLARATION

NOW THEREFORE, for the foregoing purposes, Declarant hereby declares and certifies as follows:

ARTICLE I

DEFINITIONS

When used in this Declaration (including that portion hereof captioned "Recitals" and in the Bylaws hereinafter set forth) the terms used shall have the meaning stated in the Utah Condominium Ownership Act and as follows unless the context otherwise requires.

1.1 Act shall mean and refer to the Utah Condominium Ownership Act, beginning at § 57-8-1, Utah Code Annotated, as the same may be amended from time to time.

1.2 Architectural Review Committee or "ARC" shall mean and refer to the Management Committee or, if so appointed by the Management Committee, a committee having architectural control powers over the Project as further described in this Declaration.

1.3 Articles or Articles of Incorporation shall mean and refer to the Articles of Incorporation of the Association filed with the Utah State Department of Commerce and Commercial Code.

1.4 Assessments shall mean and refer to any and all sums that the Association collects from Owners pursuant to this Declaration including Regular Assessments, Special Assessments, Individual Assessments, and Reconstruction Assessments as those terms are defined in this Declaration.

1.5 Association shall mean and refer to the Sunrise Office Condominium Owners Association, Inc., a Utah non-profit corporation.

1.6 Association Rules shall mean the rules adopted from time to time by the Association pursuant to the provisions hereof.

1.7 Board of Directors or Board shall mean and refer to the group of persons comprising the governing board of the Association; and Director(s) shall mean and refer to the members of such governing board.

1.8 Building is defined in Section 3.1.

1.9 Bylaws shall mean and refer to that portion of the Declaration denominated as the Bylaws of the Association.

1.10 City shall mean the City of Lehi, a municipal corporation of the State of Utah.

1.11 Common Areas of the Common Areas and Facilities shall mean and refer to and include:

1.11.1 The real property which is submitted by this Declaration to the terms of the Act, including all easements and appurtenances.

1.11.2 Those Common Areas and Facilities and Limited Common Areas and Facilities specifically set forth and designated as such on the Map.

1.11.3 All exterior walkways, streets, grounds, yards, landscaped areas, fences, parking areas, the parking garage, driveways and other similar areas, existing for common use.

1.11.4 All exterior walls, the structural components of the roof, floors, and ceiling and roof membranes, but not including any drywall, finishes, floor coverings, or drop in ceilings of the Units.

1.11.5 All installations and facilities for central services such as power, light, and gas, including any mechanical structures and facilities on the roof, or in the basement, HVAC systems, common meters and all apparatus and installations existing for common use, but not including any parts or components of the electrical, plumbing, sewer or HVAC systems, meters, fixtures, or facilities (including duct work) which is within a Unit or which services only one Unit.

1.11.6 All other parts of the Project normally in common use or necessary or convenient to its use, existence maintenance, safety or management.

1.11.7 All Common Areas and Facilities as defined in the Act, whether or not expressly listed herein.

1.12 Common Expenses shall mean and refer to any of the following:

1.12.1 Expenses or reasonable reserves for the maintenance, management, operation, repair or replacement of the Common Areas or Limited Common Areas;

1.12.2 Expenses of management and administration of the Association, including any compensation paid by the Association to a manager, accountant, attorney, or to any employees or agents; and

1.12.3 All other items, things and sums described in the Act or this Declaration which are lawfully assessed against the Unit owners in accordance with the provisions of the Act, this Declaration, the Bylaws, such rules, regulations, and other determinations and agreements pertaining to the Condominium Project as the Management Committee, the Unit Owners, or the Association as hereinafter mentioned, may from time to time adopt.

1.13 Condominium Project or Project shall mean and refer to the Sunrise Office Condominium as the same may exist from time to time.

1.14 Condominium Unit or Unit shall mean and refer to one of the Units in the Project intended for independent use as defined in the Act and as shown in the Map together with the undivided interest in and to the Common Areas and Facilities appertaining to that Unit and shall include both Office Units and Storage Units. 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, switches and outlets, air conditioning compressors and other heating, ventilation and air conditioning apparatuses, electrical and plumbing fixtures and the like, shall be considered part of the Unit, as shall all individual restrooms (as opposed to the common restrooms), decorated interiors, all surfaces of interior structural walls, floors and ceilings, windows and window frames, doors and door frames, and trim, consisting of, inter alia and as appropriate, wallpaper, paint flooring, carpeting and tile. All pipes, wires, conduits, ducts or other individual meters, utility lines or installations constituting a part of the Unit or serving only the Unit, and any structural members of any other property of any kind, including fixtures and appliances within any Unit, which are removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building within which the Unit is situated shall be considered part of the Unit. It is acknowledged that the HVAC system for the Building is an integrated system which allows the free flow of air from Unit to Unit.

1.15 Declarant shall mean and refer to 573 Sunrise, LLC, a Utah limited liability company, its successors and assigns.

1.16 Declaration shall mean and refer to this Declaration. This Declaration has been drafted to comply with the requirements of the Utah Condominium Ownership Act, Title 57, Chapter 8, Utah Code. Any ambiguities, omissions, and/or conflicts shall be construed to comply with the provisions of said Act.

1.17 Design Guidelines shall mean the guidelines adopted from time to time by the Management Committee at its sole discretion, or by the Architectural Review Committee as provided for herein, setting forth certain architectural standards and specification regarding the location and design of the Improvements, construction materials, lighting, landscaping, signage and other matters relating to Improvements within the Project.

1.18 Governing Documents shall mean a written instrument by which the Association may (a) exercise powers; or (b) manage, maintain, or otherwise affect the Property. Governing Documents includes the Declaration, Plat, Articles, the Bylaws, and Association Rules.

1.19 Hazardous Material means (a) any waste, material or substance (whether in the form of a liquid, a solid or a gas and whether or not airborne), which is deemed to be a pollutant or a contaminant or to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious to public health or to the environment, and which is or may become regulated by or under the authority of any applicable local, state or federal laws, judgments, ordinances, orders, rules, regulations, codes or other government restrictions or requirements, any amendments or successor(s) thereto, replacements thereof of publications promulgated pursuant thereto (collectively "Environmental Regulations" and individually, an "Environmental Regulation"); (b) petroleum; (c) asbestos; (d) polychlorinated biphenyls; and (e) any radioactive material. In addition to the foregoing, the term "Environmental Regulations" shall be deemed to include, without limitation, local, state and federal laws, judgments, ordinances, orders, rules, regulations, codes and other government restrictions and requirements, any amendments and successors thereto, replacements thereof and publication promulgated pursuant thereto, which deal with or otherwise in any manner relate to, environmental matters of any kind.

1.20 Improvements shall mean any object, thing, or activity of any kind installed, located, or occurring on the Property as it existed immediately prior to the installation, location, or occurrence of the object, thing, or activity. Improvements include, but are not limited to, the Building, structures, landscaping and lawns, exterior walkways, parking areas, drives and truck loading areas, signs, fences, poles, walls, utility lines, lighting, excavations, grading, berms, drainage facilities, repairs, alterations, painting and all other structures or objects of any type or kind installed or constructed on the Property.

1.21 Institutional Mortgagee shall mean a Mortgagee which is a bank, or savings and loan association, or established mortgage company, or other entity chartered under federal or state laws, any insurance company, any federal or state agency, or any other institution specified by the Management Committee.

1.22 Limited Common Areas and Facilities or Limited Common Areas shall mean those Common Areas designated in the Declaration and shown on the Map as reserved for use of certain Unit or Units to the exclusion of other Units. Any areas and facilities identified on the Plat as Limited Common Areas are permanently assigned to such specific Units, as an appurtenance to such Units and are for the exclusive use of such Units. In addition, Limited Common Areas may be any areas and facilities designated by Declarant or the Association, as hereafter provided, to be Limited Common Areas and after such designation are permanently assigned to such specific Units, as an appurtenance to such Units, and are thereafter for the exclusive use of such Units. Limited Common Areas may include storage areas and parking spaces specifically assigned or to be assigned to a Unit Owner.

1.23 Management Committee or Committee shall mean and refer to the Committee as provided in the Declaration charged with and having the responsibility and authority to make and to enforce all of the reasonable rules and regulations covering the operation and maintenance of the Property. In the event the Association is incorporated, the Management Committee shall mean the Board of Directors thereof and the members of the Management Committee shall mean the Directors.

1.24 Manager shall mean and refer to the person, firm or company, if any, designated from time to time by the Association to manage, in whole or in part, the affairs of the Association and Project.

1.25 Member shall mean and refer to an Owner as a member of the Association.

1.26 Mortgage shall mean a recorded first mortgage, deed of trust or other security instrument by which a Unit or any part thereof is encumbered.

1.27 Mortgagee shall mean any person named as a Mortgagee or beneficiary under or holder of a Deed of Trust which is defined as a Mortgage hereunder.

1.28 Office Unit shall mean a Unit depicted on the Map that is intended for commercial use and is labeled on the Map as Unit 101, 102, 201, 202, or 203.

1.29 Occupant shall mean and include the Owners, their respective heirs, successors and assigns (including Mortgagees), and any person who shall be from time to time entitled to the use and occupancy of space located within the Project under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.30 Permittees shall mean all Owner invitees, Occupants, and all other invitees of Occupants.

1.31 Project shall mean all of the Property, together with the Building and other Improvements constructed thereon.

1.32 Property shall mean and refer to the real property described in **Exhibit A**, the buildings, all improvements and the structures thereon, all easement, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

1.33 Record of Survey Map, Survey Map, Map or Plat shall mean and refer to the Plat or Record of Survey Map filed concurrently herewith with the Utah County Recorder entitled "Sunrise Office Condominium Plat", executed and acknowledged by Declarant, as said Map may hereafter be modified, supplemented, or amended in accordance with law and the provision hereof.

1.34 Storage Unit shall mean a Unit depicted on the Map that is intended to be used as a storage unit and labeled on the Map as Unit 1, 2, 3, or 4.

1.35 Undivided Interest shall mean the undivided ownership interest of each Unit in the Common Areas, the Common Expense liability, and the votes in the Association as set forth on Exhibit "B".

1.36 Unit Number shall mean and refer to the number which designates a Unit on the Map.

1.37 Unit Owner or Owner shall mean and refer to the person or persons owning the fee simple interest in a Unit. The Declarant shall be deemed to be the Owner of all unsold Units. In the event a Unit is the subject of an executory contract of sale, the buyer shall, unless the seller and the buyer have otherwise agreed and have informed the Committee in writing of such agreement, be considered the Unit Owner for all purposes. The term "Unit Owner" shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Unit pursuant to a judicial or non-judicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure).

## ARTICLE II

### PROPERTY DESCRIPTION AND SUBMISSION

2.1 Submission. Declarant hereby submits to the provisions of the Act the Property which is described on Exhibit A which is and shall be held, transferred, sold conveyed, leased and occupied subject to the provisions of this Declaration. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit "A" and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions,

restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land

2.2 Reservation. Declarant reserves, however, such easements and rights of ingress and egress over, across, through and under the Property and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant: (i) to construct and complete the Building and all of the other improvements described in this Declaration or in the Survey Map recorded concurrently herewith including any construction or completion of the Units themselves, and to do all things reasonably necessary or proper in connection therewith as determined by the Declarant; (ii) to improve portions of the said Property with such other additional improvements, facilities, or landscaping designed for the use and enjoyment of all Owners as Declarant may reasonably determine to be appropriate, and (iii) the right to use any Unit owned by Declarant, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any activities designed to accomplish or facilitate sale or lease of any Units owned by Declarant. Declarant shall also have the right to maintain a reasonable number of promotional, advertising or directional signs, banners, or similar devices at any place or places on the Property. Declarant shall have the right from time to time to locate or relocate any of its signs, banners or similar devices. If, pursuant to the foregoing reservations, the Property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements described herein, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire five (5) years after the date on which this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

2.3 Declarant Rights. Declarant shall assume full administrative control of the Association through an appointed interim Board, which shall serve until the Turnover Meeting. The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than one (1) year from the date the last Unit to be developed upon the Property is sold. Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice. Unless specifically and expressly bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

### ARTICLE III

#### IMPROVEMENTS

3.1 Description of Improvements. The improvements included in the Project consist of a multi-story building with an underground parking garage (hereinafter collectively referred to as the "Building") which is now or will be located on the Property, together with driveways, parking facilities both outside and in the basement, landscaping and other related improvements as described herein or on the Map.

3.2 Description of Legal Status of Units. The Building is hereby divided into nine (9) Condominium Units as set forth on the Map consisting of five (5) Units and four (4) Storage Units. Each Condominium Unit shall consist of the Unit and an appurtenant undivided interest in and to the Common Areas and Facilities as set forth on **Exhibit B** attached hereto and by reference incorporated herein. The Map shows the Unit Number of each Condominium Unit, its location and dimensions, from which its square footage may be determined, the Limited Common Areas, if any, which are reserved for its use, and the Common Areas of the Project. The Units shall be legally designated and described by Unit Number. Declarant reserves the right to modify, alter and amend the size, dimensions, square footage and location of any Units owned by Declarant; provided that (i) the modification, alteration or amendment may not substantially modify, alter or amend the size, dimensions, square footage or

location of the Common Areas which are stairs, corridors, halls, elevators or lobbies of the Building; and (ii) the modification, alteration or amendment may not modify, alter or amend the size, dimensions, square footage or location of any Unit not owned by Declarant without the prior written consent or approval of the Owner of such Unit, and (iii) any wall dividing one Unit from another Unit or the Common Areas shall comply with applicable Lehi City building codes for demising walls. Declarant, without the consent or approval of any Unit Owner except a Unit Owner as provided in clause (ii) above, shall be entitled to amend the Plat or Map and the **Exhibit B** attached to this Declaration to reflect any such changes in the Units so modified, altered or amended as well as their voting rights, share of the Common Areas and percentage of assessments as set forth on such **Exhibit B**.

3.3 Common and Limited Common Areas. The Common Areas and Limited Common Areas contained in the Project are described and identified in Article I hereof and in the Map. Neither the Ownership of undivided interests in the Common Areas nor the right of exclusive use of a Limited Common Area shall be separated from the Unit to which it appertains; and even though not specifically mentioned in the instrument of conveyance, such percentage of undivided interest and such right of exclusive use shall automatically accompany the conveyance of the Unit to which they relate.

3.4 Legal Description of a Unit. Each conveyance or contract for sale of a Unit and every other instrument affecting title to a Unit may describe that Unit by the number shown on the Map with the appropriate reference to the Map and to this Declaration, as each shall appear on the Records of the County Recorder of Utah County, Utah and in substantially the following form:

Unit \_\_\_\_\_, shown in the Record of Survey Map for the Sunrise Office Condominium appearing in the Records of the County of Utah, in Book \_\_\_\_\_ Page \_\_\_\_\_ of Plats, and, as defined and described in the Declaration of Condominium, appearing in such Records in Book \_\_\_\_\_ Page \_\_\_\_\_ of Records. This conveyance is subject to the provisions of the aforesaid Declaration of the Sunrise Office Condominium.

Such description will be construed to describe the Unit together with an undivided interest in and to the Common Areas as the same is established and identified in the Declaration and Map referred to herein above, and to incorporate all the rights incident to Ownership of a Unit and all the limitations of such Ownership as described in this Declaration.

## ARTICLE IV

### COVENANT FOR ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit by acceptance of a deed or other conveyance creating in such Owner the interest required to be deemed an Owner, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association all Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with interest thereon provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such Assessment is made. Each such Assessment, together with such interest, late charges and costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Unit at the time when the Assessment fell due, and of each subsequent Owner other than a Mortgagee. Any subsequent Owner of a Unit shall be deemed to have notice of the Assessments, whether or not a lien has been recorded. No Owner may waive or otherwise escape liability for an Assessment by abandonment of the Unit.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the comfort, health, safety, security and welfare of the Owners, to maintain, repair, and replace the Project, and to perform the duties and exercise the powers of the Association enumerated in its Governing Documents

4.3 Regular Assessments. The amount and timing of payment of Regular Assessments shall be determined by the Management Committee based on the annual budget pursuant to the Articles and Bylaws after giving due consideration to the current maintenance, operational, and other costs and the future needs of the Association. Prior to the beginning of each fiscal year of the Association, the Management Committee shall estimate the total Common Expenses to be incurred for the upcoming fiscal year. The Management Committee shall then determine the amount of the Regular Assessment to be paid by each Owner. Written notice of the annual Regular Assessments shall be sent to every Owner; provided that failure to provide adequate notice does not relieve the Owner's obligation to pay the Regular Assessment in installments as established by the Management Committee. In the event the Management Committee shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of Regular Assessment against each Owner, and the date or dates when due

4.4 Special Assessments. In addition to the Regular Assessments authorized in Section 4.3 of this Declaration above, the Association may levy a "Special Assessment" from time to time to cover any unexpected expenses, operating shortfalls, major repairs, additions, or capital improvements. Any Special Assessment must be approved by fifty-one percent (51%) of the Undivided Interest. Special Assessments shall be payable in such manner and at such times as determined by the Management Committee, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Management Committee so determines. Notice in writing of the amount of such Special Assessment and the time for payment thereof shall be given promptly to the Owners, and no payment shall be due less than thirty (30) days after such notice shall be given.

4.5 Rate of Assessment. All Regular, Reconstruction and Special Assessments shall be fixed by the Management Committee at a rate equal to the Undivided Interest in the Common Areas and Facilities appurtenant to the Unit owned by the Unit Owner as set forth in **Exhibit B**.

4.6 Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for Assessments, a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether the Assessments on a specified Unit have been paid, and the amount of delinquency, if any. A reasonable charge may be collected by the Management Committee for the issuance of these certificates, such certificates shall be conclusive evidence of payment of any Assessments therein stated to have been paid.

4.7 Exempt Property. The following portions of the Property shall be exempt from the Assessments created herein; all properties dedicated to and accepted by, or otherwise acquired by a public authority; any Units owned by the Association or the Declarant; and the Common Areas and Facilities.

4.8 Individual Assessments. In addition to any other Assessments authorized herein, the Association also may levy an Individual Assessment against any Owner individually and against such Owner's Unit to reimburse the Association for : (a) costs incurred by the Association in bringing an Owner and his Unit into compliance with the provisions of the Governing Documents; (b) costs associated with the maintenance, repair, or replacement of Common Areas and Facilities caused by the neglect or actions of an Owner or its Occupant; (c) any other charge, fine, fee, expense, or cost designated as an Individual Assessment in the Governing Documents or created by the Management Committee; (d) nonpayment of any reinvestment fee; and (e) attorney's fees, court or collection costs, interest, and other charges related thereto as provided in the Governing Documents.

4.9 Management Committee Discretion to Reduce or Abate. In the event the amount budgeted to meet Common Expenses for any year proves to be excessive in light of the actual Common Expenses, the Management



Committee in its sole discretion may either reduce the amount of the Regular Assessment or may abate collection of Regular Assessments as it deems appropriate.

4.10 No Offsets. All Assessments shall be payable in the amount specified by the Management Committee and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration.

4.11 Reserves. The Regular Assessments shall include reasonable amounts as determined by the Management Committee collected as reserves for the future periodic maintenance, repair, or replacement of all or a portion of the Common Areas and Facilities. All amounts collected as reserves, whether pursuant to the preceding sentence of this Section or otherwise, shall be deposited by the Management Committee in a separate bank account to be held in trust for the purposes for which they are collected and are to be segregated from and not commingled with any other funds of the Association.

4.12 Reinvestment Fee. The Management Committee shall have the right to establish from time to time a "Reinvestment Fee" assessment in accordance with this Section and Utah Code §57-1-46. If established by the Management Committee, the following terms and conditions shall govern Reinvestment Fees: (i) Upon the occurrence of any sale, transfer, or conveyance of any Unit as reflected in the office of the County Recorder, regardless of whether it is pursuant to the sale of the Unit or not (as applicable, a "Transfer") the party receiving title to the Unit (the "Transferee") shall pay to the Association a Reinvestment Fee in an amount established by the Management Committee, provided that in no event shall the Reinvestment Fee exceed the maximum rate permitted by law; (ii) notwithstanding anything to the contrary contained in this Section, the Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code §57-1-46; and (iii) the Reinvestment Fee shall be due and payable by the Transferee to the Association at the time of the Transfer giving rise to the payment of such Reinvestment Fee and shall be treated as an individual Assessment for collection purposes.

## ARTICLE V

### NONPAYMENT OF ASSESSMENTS

5.1 Delinquency. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent on said due date (the "delinquency date"). If any such Assessment is not paid within fifteen (15) days after the delinquency date, a late charge in an amount determined by the Management Committee (not to exceed 10% of the Assessment payment owing and, in the absence of other Management Committee guidance shall be set at 5% of the Assessment) shall be levied and the Assessment shall earn interest from the delinquency date at the rate of eighteen percent (18%) per annum.

5.2 Enforcement Rights. The Association shall have the right to take any of the following actions against one or more Owners(s) after the delinquency date:

- 5.2.1 The Association may bring an action to recover a money judgment against the Owner for unpaid Assessments, interest, late fees, costs, and attorney's fees.
- 5.2.2 The Association may foreclose the Association's lien against the Unit for the unpaid Assessments, interest, late fees, costs, and attorney's fees pursuant to the Act.
- 5.2.3 The Association may, after giving notice and an opportunity to be heard in accordance with the Act, terminate an Owner's right to receive utility services for which the Owner pays for as a Common Expense and access to and use of Common Areas and Facilities.
- 5.2.4 Subject to the Act, the Association may require tenants of a Unit to make future lease payments directly to the Association so long as Assessments remain unpaid for such Unit.

5.3 Other Remedies. The Association shall have all other rights and remedies available by applicable law, including the right to assess fines and suspend voting rights for any period during which any Assessment against an Owner's Unit remains unpaid.

5.4 Intent. No provision of this Article shall be interpreted so as to limit in any way the rights of the Association for the collection of Assessments.

5.5 Attorney Fees. In addition to the other rights provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner's breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected as an Individual Assessment against the subject Owner(s) or Unit(s).

## ARTICLE VI

### EASEMENTS

6.1 Easement for Encroachment. If any part of the Common Areas encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance for the same, shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas or upon any adjoining Unit or Units, an easement for such encroachment and for maintenance shall and does exist. Such encroachments shall not be considered to be encumbrances either in the Common Areas or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of the Building on the Property, by error on the Map, by settling, raising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof. There is also hereby created an easement for any encroachment by any roof or other architectural appurtenances upon an adjoining Unit or upon any part of the Common Areas.

6.2 Right of Ingress, Egress and Lateral Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his, her or its Unit, and to the Common Areas designated for use in connection with his, her or its Unit, and each Owner shall have the right to the horizontal and lateral support of a Unit, and such rights shall be appurtenant to and pass with title to each Unit.

6.3 Access for Repair of Common Areas. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Owners of the other Units shall have the irrevocable rights, to be exercised by the Committee as their agent, to have access to each Unit and to all Common Areas from time to time during such reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas located therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas or another Unit or Units. The Committee shall also have such rights independent of the agency relationship. Damage to the interior of any part of the Unit or Units resulting from the maintenance, repair, emergency repair, or replacement of any of the Common Areas or as a result of emergency repairs with another Unit at the instance of the Committee or of Unit Owners, shall be an expense of all the Unit Owners and assessed in accordance with this Declaration; provided, that if such damage is the result of negligence of the Owner of the Unit, such Owner shall be financially responsible for all such damage. This provision shall be collected by the Committee by assessment pursuant to the Declaration.

6.4 Easement to Management Committee. The Management Committee shall have non-exclusive easements to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions which they are obligated or permitted to perform pursuant to this Declaration.

6.5 Easement for Utility Services. There is hereby created a blanket easement upon, across, over and under the Property and all Improvements for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to, water, sewer, gas, telephone, electricity, and other utility services.

6.6 **Reservation of Rights in Property.** In addition to any other rights reserved to Declarant, Declarant reserves such easements and rights of ingress and egress over, across, through and under the Property and any improvements (including the Building or Units) now or hereafter constructed thereon as may be reasonably necessary for Declarant (a) to construct and complete the Building and Units and all of the other improvements, structures, utilities and facilities described in this Declaration or in the Map or which shall hereafter be recorded and all other things reasonably necessary in connection therewith; and (b) to construct and complete on the Property, or any portions thereof, such other improvements, structures, facilities or landscaping designed for the use and enjoyment of the Owners as Declarant may reasonably deem necessary or appropriate. With the exception of any easements also described in other sections of this Article, this reservation shall unless sooner terminated in accordance with the terms hereof, expire five (5) years after date on which this Declaration is filed for record with the County Recorder of Utah County.

## ARTICLE VII

### NATURE AND INCIDENTS OF OWNERSHIP

7.1 **Holding Title.** Title to a Unit shall be in fee simple and may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah, including, but without limitation, joint tenancy or tenancy in common.

7.2 **No Separation.** No part of a Unit or of the legal rights comprising ownership of a Unit may be separated from any other part thereof during the period of Condominium Ownership described herein, so that each Unit, the undivided interest in the Common Areas appurtenant to such Unit, and the exclusive right to use and occupy the Limited Common Areas appurtenant to each Unit, shall always be conveyed, devised, encumbered, and otherwise effected only together and may never be separated from one another. Every gift, devise, bequest, transfer, encumbrance or other disposition of a Unit or any part thereof, shall constitute a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law or by this Declaration.

7.3 **Undivided Interest in Common Areas.** Each Owner of a Unit shall have for each Unit owner, the undivided ownership interest in and to the Common Areas as set forth on **Exhibit B**.

7.4 **Membership in Association.** Each Owner shall be a Member of the Association. An Owner shall be entitled to one membership for each Unit owner by such Owner. Membership in the Association shall be mandatory, shall be appurtenant to, and shall not be separated from the Unit to which it is appurtenant and shall be transferred automatically by conveyance of the Unit. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held.

7.5 **No Partition.** The Common Areas shall be owned in common by all Owners of Units, and no Unit Owner may bring an action for partition thereof.

7.6 **Use of Common Areas and Limited Common Areas.** Subject to the limitations contained in the Declaration, each Unit Owner shall have the non-exclusive right to use and enjoy the Common Areas and shall have the exclusive right to use and enjoy the Limited Common Areas designated herein or on the Map for exclusive use by such Unit. This right of use shall be appurtenant to and shall pass with title to each Unit and in no event shall it be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any guest, invitee, tenant, lessee, contract purchaser, or other person who occupies or utilizes such Owner's Unit.

7.7 Limitation on Use. An Owner's right of use and enjoyment concerning the Common Areas shall be subject to the following:

7.7.1 The right of the Association to suspend an Owner's voting right in the Association upon notice and a chance for hearing (i) for any period during which an assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Member of the provisions of this Declaration or of any rule or regulation promulgated by the Association; and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

7.7.2 The right of the Association to (i) impose reasonable limitations of the number of guests, tenants or clients per Unit who at any given time are permitted to use the Common Areas; (ii) assign specific parking spaces to each Owner, except that the total assigned spaces for each Unit shall not vary from the number listed in **Exhibit D**; and (iii) after the Declarant's right to so assign has expired or terminated to designate portions of the Common Areas consisting of parking areas as Limited Common Area for the use and benefit of the Owner or Owners of any Unit or Units.

7.7.3 The right of Utah County or any other governmental or quasi-governmental body having jurisdiction over the Project to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property or to which the Project has rights for purposes of providing police and fire protection and providing other governmental or municipal service.

7.7.4 The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners holding sixty seven percent (67%) or more of the total votes of the Association agreeing to such dedication or transfer has been recorded, except that the Board shall have authority to transfer to such public agencies, authorities or utilities, permits, licenses, easements and rights-of-way which are intended to benefit and which do not have any substantial adverse effect on the enjoyment of the Common Areas by the Members.

7.8 Unit Maintenance. Each Owner shall, at his, her or its own cost and expense:

7.8.1 install sheetrock or drywall on the exterior, boundary or interior walls;

7.8.2 maintain, repair, paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior walls, trim and interior surfaces of the walls, ceilings, floors and windows and doors forming the boundaries of his, her or its Unit, all walls, ceilings, floors, windows and doors within such boundaries;

7.8.3 maintain, repair and replace all plumbing fixtures, electrical fixtures, switches, receptacles and outlets, appliances, lines, wires, ducts, individual electrical meters, heating, air conditioning and any other fixtures and equipment that may be in or connected with a Unit or service only the Units, if any;

7.8.4 keep the interior of his, her or its Unit, including any windows or glass surfaces on the boundaries of the Units and any individual restrooms located in the Unit, in good repair, including replacement of broken glass, and in a clean and sanitary condition; and

7.8.5 otherwise maintain the same so as not to detract from the appearance of the property and so as not to adversely affect the value or use of any other Unit.

7.9 Maintenance of Limited Common Areas. Unless the Association shall elect to maintain the same, each Owner at his, her or its own cost and expense, shall have the duty and responsibility to maintain and repair the Limited Common Area related to their individual Unit. In the event an Owner fails to do so in a manner satisfactory

to the Committee, then after reasonable notice, the Association shall have the right, through its agents and employees, to repair, maintain, and restore such Limited Common Areas to a standard consistent with the Project, the cost thereof to be added to and become a part of the assessment to which such Unit is subject.

7.10 Duty of Owner to Pay Taxes on Unit Owned. Each Owner shall pay and discharge any and all real estate taxes and assessments which may be assessed against such Owner relative to his, her or its Unit.

7.11 Duty to Pay Association Assessments. Each Unit Owner is obligated to pay and discharge all assessments and charges levied by the Association as set forth herein.

7.12 Right and Duty of Owners to Insure. It is the responsibility of each Owner to provide insurance on his personal property and upon all other property and improvements within his Unit. Nothing hereby shall preclude any Owner from carrying any public liability insurance as he deems desirable to cover his individual liability for damage to persons or property occurring inside his individual Unit or elsewhere upon the Property. Such policies shall not adversely affect or diminish any liability under any insurance obtained by or on behalf of the Association, and duplicate copies of such other policies shall be deposited with the Board upon request. If any loss intended to be covered by insurance carried by or on behalf of the Association shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Owner, such Owner shall assign the proceeds of such insurance carried by him, her or it to the Association to the extent of such reduction, for application by the Board to the same purposes as the reduced proceeds are to be applied.

7.13 Utilities. The Owner shall pay for all utility services furnished to each Unit except utility services which are not separately billed or metered to individual Units by the utility or other party furnishing such service. The Association shall pay such bills which are not separately metered and charge an appropriate share to each Unit and Owner as part of the Common Expenses. In the event any Owner is found to use any service disproportionately, the Association may alter the share so charged. In the event that submeters are installed or used for common utilities which are billed collectively, each Owner agrees to pay for the actual utility usage attributable to his or her Unit.

## ARTICLE VIII

### RESTRICTIONS

8.1 Use Restrictions. Each of the Units in the Project is intended to be used for such uses as may be allowed under applicable zoning laws, provided that such uses do not otherwise violate the provisions of this Declaration. Each Unit may be rented or leased by the Unit Owner for the use and occupancy as herein stated. Unless consented to in writing by the Board, in its sole and absolute discretion, the Units shall not be used for:

- 8.1.1 the storage, sales or repair of motor vehicles;
- 8.1.2 a movie theater or restaurant;
- 8.1.3 a bowling alley, miniature golf course, or video arcade;
- 8.1.4 the sale, distribution, rental or viewing of sexually explicit materials or sexually explicit performances;
- 8.1.5 the sale of paraphernalia related to illegal drugs;
- 8.1.6 escort services;
- 8.1.7 any business establishment utilizing an indoor or outdoor speaker system that produces in excess of 40 decibels or which can be heard by occupant of another Unit at uncomfortable or non-customary noise levels;
- 8.1.8 The storage or sale of petroleum products or other Hazardous Materials;
- 8.1.9 Any business establishment creating noxious or harmful odors; or
- 8.1.10 For rental periods of less than thirty (30) days per rental period.

Notwithstanding anything to the contrary, the restrictions listed in **Exhibit E** are prohibited according to the terms of **Exhibit E**.

8.2 Emissions/Discharge, Etc. To maintain a degree of protection of the investment which Owners in the Project make, the following are prohibited within the Project:

8.2.1 Emission of smoke, fumes, odors, gases, vapors, steam, dust, sweepings, dirt, cinders or other particles or substances into the atmosphere which are detectable outside of the Unit where created and/or which may be detrimental to the health, safety, welfare or comfort of any Owner or any other person, to the condition of any other portion of the Property, or to any vegetation within the Property.

8.2.2 Discharge of fluids, gases, solid wastes or other harmful materials into any drainage canal or other waterway which may adversely affect the health, safety, welfare or comfort of any Owner or other person or the condition of any portion of the Property.

8.2.3 Discharge of glare or heat, subsonic or ultrasonic sounds, or atomic, electromagnetic, microwave, ultra-violet, laser or other radiation which is detectable from any point exterior to the Unit upon which the operation is being conducted.

8.2.4 Recurrent or continuous emission of sound or noise from any Unit which may be heard without instruments outside of the Unit of orientation.

8.2.5 Recurrent or continuous ground vibrations perceptible without instruments at any point exterior to the Unit of origination.

8.2.6 Physical hazard by reason of fire, radiation, explosion, or other similar cause to either the Property or the surrounding area.

8.2.7 Persisting unsightly condition (as determined by the Management Committee in its sole discretion) on any Unit which is visible from any street, hallway, or any other portion of the Property.

8.2.8 Excessive risk of fire or explosion that increases the casualty insurance premiums for improvements on adjacent Units.

8.2.9 Violation of any applicable statute, ordinance, rule, regulation, permit, or other validly imposed requirement of any governmental body.

8.3 Waste Disposal. No trash, garbage, or waste material, including, but not limited to, scraps, grass, shrub or tree clippings, lumber, metals, and plant waste, shall be kept, stored or allowed to accumulate on any portion of the Property except in an approved bin or contained within an enclosed structure appropriately screened from view. All trash, garbage, and other waste materials shall be regularly removed from each Unit and the Property. Incineration of trash, garbage, or waste materials on the Property is prohibited; provided, however, that the Association is permitted to burn weeds.

8.4 Hazardous Materials.

(a) Restriction on Hazardous Materials. Any Hazardous Materials brought upon, kept, used, generated, stored, treated, disposed of or released in or about any Unit, or soils or groundwater appurtenant to the same, by any Owner of such Unit, any Occupant or Permittee of such Owner, or any party acting on behalf of any of them and in a manner which does not comply with applicable Environmental Regulations shall be referred to herein as a "Hazardous Condition." In the event any Hazardous Condition occurs on a Unit, the Owner of such Unit shall promptly take all actions at its sole expense as are reasonably necessary to correct said violation to the satisfaction of the regulating entity.

(b) Indemnity. If an Owner of a Unit breaches the obligations stated in Section 8.4(a) above or if a Hazardous Condition exists at any time, the Owner of such Unit shall indemnify, defend, and hold the Owners of each other Unit within the Property harmless from any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, or losses, including, without limitation, (1) diminution in value of the Property, (2) damages for the loss or restriction on use of

usable space or of any amenity of the Property, including lost rents, (3) sums paid in settlement of, payment of, or in order to comply with any claims, suits, actions, judgments, proceedings, or investigations, (4) costs, expenses, reasonable attorneys' fees, consultant fees, expert fees and incidental costs incurred in connection with any of the above or any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental or quasi-governmental entity. The obligations contained in this Section 8.4 shall survive the termination of this Declaration.

8.5 **Restrictions on Signs.** Unless otherwise established by resolution of the Management Committee in Association Rules or another written instrument, the following regulations regarding signs apply:

(a) A Unit owner shall have the right to advertise their Unit for sale or lease by placing a sign on the Limited Common Area doors or windows of their Unit, provided the dimensions of such sign to not exceed 2 ft. x 3 ft.

(b) The Association shall have the right to install and maintain such directional, directory, and monument signs as the Management Committee deems reasonably necessary and appropriate for the Property.

(c) Each Unit Owner (or lessee) shall have the right to install and maintain (at its sole expense) in the place designated by the Management Committee, letters, or insignias which identify the business being conducted from such Unit; provided that such lettering and insignias are pre-approved in writing by the Management Committee, in its sole discretion.

(d) Except as set forth in this Declaration, signs, flags, or advertising devices of any kind are prohibited from being placed or maintained anywhere in the Property without the prior written consent of the Management Committee, which consent may be withheld in its absolute discretion.

8.6 **Pets and Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas except for service animals of Owners or their Occupants or Permittees with disabilities. In no event shall any animal be permitted in any portions of the Common Area unless carried or on a leash. Owners must promptly remove all animal waste from the Common Areas that may be left from their Permittees. Owners shall indemnify and hold all other Owners and the Association harmless against any loss or liability of any kind or character whatsoever arising from or as a result of animals brought onto the Project by their Occupants or Permittees.

8.7 **No Alterations.** No Owner shall, without the prior written consent of the Management Committee in each specific instance, make, or cause to be made any alteration, addition, removal, or Improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Common Areas or other Improvements thereon or thereto, or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project.

8.8 **Satellite Dishes.** The Association shall have authority to create and enforce Association Rules regulating the placement of satellite dishes, outdoor antennas, and other similar appliances. Solar panels shall not be installed or attached to any Common Areas and Facilities or to any other exterior portion of a Unit without the prior written consent of the Management Committee.

8.9 **No Obstructions.** No Owner shall obstruct the Common Areas or any part thereof. No Owner shall store or cause to be stored in the Common Areas any property whatsoever, unless the Association shall consent thereto in writing.

8.10 **Prohibition of Damage and Certain Activities.** Except with the prior written consent of the Management Committee, nothing shall be done or kept in any Unit, in the Common Areas, or in any other part of the Project that would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit that would increase the rate of insurance on the Project or any part thereof over that which the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or any

part thereof shall be committed by an Owner or guest of any Owner, and each Owner shall indemnify and hold harmless the Association and the other Owners from and against all loss resulting from any such damage or waste caused by such Owner or by the guests, tenants, licensee, or invitees of such Owner.

8.11 Restrictions on Leases. With the exception of a Mortgagee in possession of a Unit following a default in a first Mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease a Unit for an initial term of less than thirty (30) days. Any violation of local ordinances, statutes, or laws with regards to leasing of property shall also constitute a violation of this Declaration. Any lease agreement shall be required to provide that the terms of such lease shall be subject in all respects to the provisions of the Governing Documents and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. Any Owner who shall lease his Unit shall be responsible for assuring compliance by such Owner's lessee with the Governing Documents. All leases shall be in writing.

8.12 Parking. There are parking spaces located in the parking garage ("Interior Parking Spaces") and outside of the Building ("Exterior Parking Spaces"). Interior Parking Spaces and Exterior Parking Spaces shall be referred collectively herein as "Parking Spaces". Parking Spaces may be used and occupied for parking purposes only. A specific number of Interior Parking Spaces have been assigned to Units as Limited Common Areas as described in **Exhibit D**. The Association shall have the right to assign specific spaces to each Unit so long as the total number of spaces assigned to each Unit meets the number listed in **Exhibit D**, and to alter such assignments from time to time as deemed necessary. No Interior Parking Space may be transferred or reassigned to a person or entity who is not also an Owner. The Association shall maintain an assignment list of the Interior Parking Spaces. The use and occupancy of Parking Spaces shall be for the parking of automobiles, motorcycles, and other wheeled vehicles as allowed by the Rules. Parking Spaces shall further be subject to and governed by Association Rules, which may govern, without limitation, the size, dimensions, and types of vehicles allowed to be parked within the Project; the admission and temporary parking of vehicles within the Project; the right to remove or cause to be removed any vehicles that are parked in violation of Association Rules; the levying of fines against Owners and Occupants who violate, or whose invitees violate, such Association Rules; and any other parking rules the Management Committee deems necessary. The Association shall have no responsibility for the security of any Parking Space. Nothing herein shall prevent an Owner from leasing an Interior Parking Space to another Owner or Occupant.

8.13 Storage Units. Storage spaces may be used and occupied for storage purposes only. Storage Units within the parking garage shall be separate Units whose title may be transferred as depicted on the Map. The Association shall maintain an ownership list of the Storage Units. Storage Units shall further be subject to and governed by Association Rules. The Association shall have no responsibility for the security of any Storage Units. Nothing herein shall prevent an Owner from leasing a Storage Unit to another Owner or Occupant.

8.14 Rules and Regulations. Each Owner shall comply strictly with all Association Rules and other regulations adopted by the Association for the governance of the Units, the Common Areas, and the Project, as such rules and regulations may be modified, amended, and construed by the Association. Each Owner shall be held responsible for the noncompliance of the same by its Permittees, guests, tenants, licensee, or invitees.

8.15 Construction Period Exemption. During the course of actual construction of any permitted structures or Improvements within the Project, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that during the course of such construction, nothing shall be done which will result in a violation of any said provision, covenants, conditions or restrictions upon completion of the construction.

8.16 Subdivision of Units. A Unit may not be subdivided without the consent of sixty-seven percent (67%) of the Undivided Interests of all Owners. Each Owner waives the right of partition as may be permitted under applicable law.

8.17 No Noxious or Offensive Activity. No noxious or offensive activity shall be carried out in any Unit or the Project, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment



of nearby Units. No Owner or Occupant shall engage in activity within the Project in violation of any law, ordinance, statute, rule, or regulation of any local, county, state, or federal body.

8.18 No Hazardous Activity. No activity may be conducted in any Unit that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage of caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than property supervised and contained).

8.19 Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices or the painting or graffiti, within the Project is prohibited. The term firearms includes but is not limited to all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

8.20 Temporary Structures. No Owner or Occupant or Permittee shall place upon any part of the Project any temporary structures without the prior written consent of the Management Committee.

## ARTICLE IX

### GENERAL CONSTRUCTION REQUIREMENTS

9.1 Construction of Improvements in Each Unit. After approval for such work is obtained from the Association, all work performed in the construction, maintenance, repair, replacement, alteration, or expansion of any Improvement in or on a Unit shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (a) access to or from any other Unit, or part thereof, to or from any of the Common Areas and Facilities, (b) construction work being performed in any other Unit; or (c) the use, enjoyment or occupancy of any other Unit. Any replacement, alteration, or expansion of any Improvement in a Unit shall be in compliance with all applicable laws, rules, regulations, orders, and ordinances of the City, county, state and federal government, or any department or agency thereof and no such work shall cause any Improvement located in any other Unit to be in violation of any such laws, rules, regulations, orders or ordinances. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any Improvement in or on a Unit shall be done in a good and workmanlike manner by professionals that are properly licensed and insured (including builder's risk insurance) and in accordance with engineering standards and applicable building codes.

9.2 Staging of Construction of Improvements. Staging for the construction, maintenance, repair, replacement, alteration or expansion of any Improvement in or on a Unit, including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment, shall be limited to such Unit. The Management Committee may permit the staging of materials and use of designated Common Areas for construction purposes in the Management Committee's discretion.

## ARTICLE X

### DUTIES AND POWERS OF THE ASSOCIATION

10.1 General Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles and Bylaws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

10.1.1 enforce the provisions of the Governing Documents by appropriate means and carry out the obligations of the Association hereunder, including without limitation, the expenditure of funds of the Association, the employment of legal counsel, the commencement of actions, the promulgation of Association Rules as provided in the Bylaws and Section 10.2 of this Declaration below, which shall include the establishment of a system of fines or penalties enforceable as Individual Assessments;

10.1.2 acquire, maintain and otherwise manage all of the Common Areas, and all improvements and landscaping thereof, and all personal property acquired by the Association, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain, including, without limitation, the landscaped areas, the roadways, the sidewalks, and the parking areas, as provided in this Declaration or pursuant to agreement with the City or other governmental agency or authority;

10.1.3 pay any real and personal property taxes and other charges assessed against the Common Areas and Facilities unless the same are separately assessed to the Owners;

10.1.4 obtain, for the benefit of the Common Areas and Facilities, all water, gas and electric, refuse collections, and other services;

10.1.5 grant easements where necessary for utilities and sewer facilities over the Common Areas and Facilities to serve the Property as provided in this Declaration;

10.1.6 contract for and maintain such policy or policies of insurance as may be required by this Declaration or as the Management Committee deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members;

10.1.7 delegate its powers to committees, officers, or employees as provided in the Bylaws, employ a Manager or other persons and contract with independent contractors or managing agents who have professional experience in the management of condominium developments or planned unit developments to perform all or any part of the duties and responsibilities of the Association;

10.1.8 establish and maintain a reserve fund in an amount to be determined by the Management Committee;

10.1.9 have the power of entry upon any Unit where necessary in connection with construction, maintenance, or repair for the benefit of the Common Areas and Facilities, or the Owners;

10.1.10 at its sole discretion, provide trash pickup and disposal and snowplowing service for the benefit of the Owners and their Units;

10.1.11 acquire real property by lease or purchase for offices or other facilities that may be necessary or convenient for the management of the Common Areas and Facilities, the administration of the affairs of the Association or for the benefit of the Members; and

10.1.12 at its sole discretion, contract for communication services (e.g., cable television, Internet, telephone, etc.) for the benefit of the Owners who have subscribed for the service, the charges for such to be an Individual Assessment to those Owners benefitting therefrom.

10.2 Association Rules. The Management Committee shall also have the power pursuant to the procedures set forth in the Bylaws to adopt, amend, and repeal such rules and regulations as it deems reasonable (the "Association Rules"). The Association Rules shall govern such matters in furtherance of the purposes of the Association, including, without limitation, the use of the Common Areas and Facilities; *provided, however,* that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, or Bylaws. A copy of the Association Rules, as they may from time to time be adopted, amended, or repealed, shall be delivered to each Owner in the same manner established in this Declaration for the delivering of notices. Upon such delivery, said Association Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. The Association Rules, as adopted, amended, or repealed, shall be available at the principal office of the Association to each Owner and Mortgagee upon request. In the event of any conflict between any such Association Rules and any other provisions of this Declaration, the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

10.3 Delegation of Powers. The Association shall have the right according to law, to delegate any of its powers under this Declaration, the Articles and Bylaws; *provided, however,* no such delegation, whether to a Manager, committee or otherwise shall relieve the Association of its obligation to perform such delegated duty.

10.4 Schedule of Fines and Penalties. The Association has the authority, from time to time, to set forth in the Association Rules a schedule of fines and penalties for violations of the Association's governing documents.

## ARTICLE XI

### REPAIR AND MAINTENANCE

11.1 Repair and Maintenance by Association. Without limiting the generality of the statement of duties and powers contained in this Declaration, the Association shall have the duty to accomplish the following upon the Units, Common Areas and Facilities, or other land within and about the Project in such a manner and at such times as the Management Committee shall prescribe and shall have a right of entry sufficient to allow accomplishment of the same:

11.1.1 maintain the Common Areas and Facilities in a clean, safe, and attractive condition at all times, and maintain all other areas within and in the vicinity of the Property which the Association deems appropriate to maintain or is obligated to maintain in a clean, safe, and attractive condition at all times, including, without limitation, the exterior of the Building, the landscaped areas, the roadways, the sidewalks, the parking garage and surfaces, and the exterior parking areas;

11.1.2 repair, restore, replace, and make necessary improvements to the Common Areas and Facilities;

11.1.3 maintain all drainage facilities and easements which constitute Common Areas and Facilities in accordance with the requirements of any applicable flood control district;

11.1.4 cause the appropriate public utility to maintain any utility easements located within the Common Areas and Facilities;

11.1.5 maintain the public rights-of-way within the Project; and maintain all other areas, facilities, equipment, services or aesthetic components of whatsoever nature as may from time to time be requested by the vote of Members holding not less than sixty-seven percent (67%) of the total Undivided Interests of the Members.

11.2 Repair and Maintenance by Owner. Every Owner shall at such Owner's own cost and expense:

11.2.1 Install all sheetrock or drywall, flooring, and ceiling tiles within the Unit and maintain the same;

11.2.2 Maintain, repair, paint, re-paint, tile, wax, paper, or otherwise refinish and decorate the interior walls, trim, and interior surfaces of the walls, ceilings, floors, and doors forming the boundaries of the Owner's Unit and all walls, ceilings, floors, windows, and doors within such boundaries (except exterior windows shall be maintained, repaired, and replaced by the Association, including glass surfaces, but Owners shall keep the interior surfaces of the exterior windows clean and tidy);

11.2.3 maintain those portions of such Owner's Unit that are not considered to be Common Areas and Facilities and all improvements located therein including, without limitation, any plumbing fixtures, electrical fixtures, switches, receptacles and outlets, appliances, lines, wires, ducts, individual electrical meters, heating, air conditioning, and any other fixtures and equipment that may be in or connected with a Unit or service only the Units;

11.2.4 keep the interior of the Unit, including the interior side of the exterior windows and glass surfaces on the boundaries of the Units and any individual restrooms located in the Unit, clean, and tidy in good repair, including replacement of broken glass, and in a clean and sanitary condition;

11.2.5 maintain the following Limited Common Areas in a clean, safe, and attractive condition at all times, and in compliance with this Declaration, and the Association Rules: all hallway doors, hallway windows, underground parking spaces, and storage rooms that are herein defined as Limited Common Areas and reserved exclusively for the Owner's Unit;

11.2.6 repair and replace as needed, any Limited Common Area storage rooms (including the doors), hallway doors, and hallway windows, subject to the Design Guidelines;

11.2.7 repair any structural or visible defects or damages to Improvements that are not considered to be Common Areas and Facilities, keep any exteriors and other structures on such Owner's Unit that are not considered to be Common Areas and Facilities in good, clean, safe, and attractive condition and painted as required, keep such Owner's Unit free from trash and debris, and keep all lighting clean and functional.

### 11.3 Architectural Review Committee and Design Guidelines.

11.3.1 The Management Committee may appoint an Architectural Review Committee ("ARC") and may establish provisions related to the ARC in the Association Rules. The ARC may consist entirely or in part of members of the Management Committee. If the Management Committee does not appoint an ARC, the Management Committee shall serve as the ARC. The ARC may prepare or adopt and promulgate on behalf of the Management Committee design and development guidelines (the "Design Guidelines") and application and review procedures applicable to the Project or any portion thereof. The Design Guidelines and procedures shall be those of the Association and the ARC shall have the sole and full authority to prepare and to amend the same. Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding the Design Guidelines, the ARC or the Management Committee shall hold a meeting at which it provides the Members an opportunity to be heard. The ARC or the Management Committee shall deliver to the Members notice of the meeting and its purpose at least fifteen (15) days prior to the meeting. The Association shall make copies of the guidelines and procedures available, upon request, to Owners, builders, and developers who seek to engage in development of or construction upon any portion of the Project, and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

11.3.2 Any construction, alteration, modification, removal or destruction within the Project, including the location of all Improvements, must be approved in writing by the ARC prior to the commencement of the same. No person commencing such construction, alteration, modification, removal, or destruction prior to receipt of such written approval shall acquire any vested rights in any such improvement. A majority of the members of the ARC shall have the power to act on behalf of the ARC without the necessity of a meeting. All decisions rendered by the ARC must be by written instrument setting forth the action taken by the members consenting thereto.

11.3.3 The ARC may, at its sole discretion, withhold approval of any proposal if the ARC finds the proposal would be inappropriate for the particular Unit or incompatible with the Design Guidelines. Considerations such as shape, size, color, design, height, solar access, or other effects on the enjoyment of other Units or Common Areas, and any other factors which the ARC reasonably believes to be relevant, may be taken into consideration by the ARC in determining whether or not to approve any proposal.

11.3.4 Approval or disapproval by the ARC of any matter proposed to it or within its jurisdiction shall not be deemed to constitute precedent, waiver, or estoppel impairing its right to withhold approval or grant approval as to any similar matter thereafter proposed or submitted to it.

11.3.5 Any Owner adversely impacted by action of the ARC may appeal such action to the Management Committee. If, however, the ARC's duties are being carried out by the Management Committee, then no such right to appeal shall exist.

11.3.6 All appeals and hearings shall be conducted in accordance with procedures set forth by the Management Committee by resolution.

11.3.7 The ARC's approval of any proposal shall automatically be revoked within four (4) months after issuance unless construction or other work relating to the proposal has been commenced or the Owner has applied for and received an extension of time from the ARC.

11.3.8 The ARC may inspect from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformation with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice of noncompliance shall specify the particulars of noncompliance and shall require the Owner to remedy the noncompliance by a specific date. Any Owner who receives a notice of noncompliance may appeal the notice in accordance with the appeals procedure set forth by the Management Committee. A notice of noncompliance may be recorded in the office of the county recorder.

11.3.9 Neither the Management Committee nor the ARC shall be liable to any Owner, Occupant, builder, or other person for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the ARC or a member thereof, provided only that the member has in accordance with the actual knowledge possessed by him or her, acted in good faith. The ARC is not responsible for determining compliance with structural and building codes, solar ordinances, zoning codes, or other governmental regulations, all of which are the responsibility of the Owner.

#### 11.4 Standards for Maintenance and Construction.

(a) Maintenance of the exterior of the Building and exterior Improvements shall be accomplished by the Association in accordance with the Design Guidelines.

(b) Throughout any period of construction upon a Unit, the Owner of such Unit shall keep the Unit and the Common Areas in a clean and safe condition, shall remove daily all trash, rubbish, debris, mud and dirt therefrom, shall take all measures necessary or appropriate to control dust, and shall so conduct all such construction so as not to interfere with free and ready access to the Building and neighboring Units.

11.5 Right of Association to Maintain and Install. In the event any Owner fails to properly perform his or her maintenance responsibility, the Association may cause such maintenance to be accomplished as hereinafter set forth.

11.5.1 Upon finding by the Management Committee of a deficiency in such maintenance, the Management Committee shall give notice of deficiency to the responsible Owner which shall briefly describe the deficiency and set a date for hearing before the Management Committee or a committee selected by the Management Committee for such purpose. The Management Committee may delegate its power under this Section 11.5 to a duly appointed committee of the Association.

11.5.2 Such hearing shall be held not less than ten (10) nor more than thirty (30) days from the date of said notice.

11.5.3 Such hearing shall be conducted according to such reasonable rules and procedures as the Management Committee shall adopt and which shall provide the Owner with the right to present oral and written evidence and to confront and cross-examine adverse witnesses. If the Management Committee or any committee renders a decision against the responsible Owner, it shall further set a date by which the deficiency is to be corrected by the responsible Owner. A decision of a committee may be appealed to the Management Committee, but a decision of the Management Committee shall be final.

11.5.4 If a deficiency continues to exist after the time limitation imposed by a final decision of the Management Committee or any such committee, the Management Committee or such committee shall have a right of entry upon such Unit and Limited Common Areas and may cause such maintenance to be accomplished.

11.5.5 In the event the Management Committee or such committee elects to cause such maintenance to be accomplished and the Association pays for all or any portion of such maintenance, such amount shall be an Individual Assessment to the affected Owner and Unit.

## **ARTICLE XII**

### **INSURANCE**

12.1 Insurance Obtained by the Association. The Association shall purchase and maintain all insurance required to be obtained by the Association under the Act, Declaration, and Bylaws, and any additional insurance the Management Committee deems necessary.

12.2 Hazard Insurance. The Association shall maintain a policy of property insurance covering the Common Areas against loss or damage.

12.3 Liability Insurance. The Association shall obtain comprehensive general liability (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) per occurrence covering all claims for death of or injury to any one person or property damage in any single occurrence.

12.4 Directors and Officers Insurance. The Association shall obtain Directors' and Officers' (D&O) liability insurance protecting the Management Committee, Architectural Review Committee, other committees, the officers, and the Association against claims of, including without limitation, wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, etc.

12.5 Adjustments. Any loss covered by insurance maintained by the Association shall be adjusted with the Association in accordance with the terms and conditions of the Act. The insurance proceeds payable for any such loss shall be paid in accordance with the terms and conditions of the Act.

12.6 Insurance by Unit Owners. Each Owner is responsible for obtaining, at such Owner's expense, insurance against his or her liability and property insurance covering his/her Unit, other related improvements, and personal property.

12.7 Waiver by Members. In addition to any other waivers that may exist in the Governing Documents, as to each of said policies which will not be voided or impaired thereby, the Members hereby waive and release all claims against the Association, the Management Committee, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but to the extent of insurance proceeds received in compensation for such loss only.

12.8 Premiums and Proceeds. Insurance premiums for any such blanket insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, or otherwise disposed of as provided in this Declaration. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers.

## **ARTICLE XIII**

### **DESTRUCTION OF IMPROVEMENTS**

In the event of partial or total destruction of the Common Areas and Facilities, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be insufficient to accomplish such repair or restoration, a Reconstruction Assessment may be levied by the Association to provide the necessary funds of such reconstruction, over and above the amount of any insurance proceeds available for such purpose. In the event any excess insurance proceeds remain, the Management Committee shall distribute pro rata based on the Undivided Interests such excess funds to the Members, subject to the prior rights of Mortgagees whose interest may be protected by insurance policies carried by the Association. The rights of an Owner and the Mortgagee of his Unit as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Unit. All amounts collected as Reconstruction Assessments shall only be used for the purposes set forth in this Article and shall be deposited by the Management Committee in a separate bank account to be held in trust for such purposes. Such funds shall not be commingled with any other funds of the Association.

#### **ARTICLE XIV**

##### **EMINENT DOMAIN**

The term "taking" as used in this Article shall mean condemnation by eminent domain or sale under threat of condemnation. In the event of a threatened taking of all or any portion of the Common Areas and Facilities, the Members hereby appoint the Management Committee and such persons as the Management Committee may delegate to represent all of the Members in connection with the taking. The Management Committee shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all of the Common Areas and Facilities, the rules as to restoration and replacement of the Common Areas and Facilities and the improvements thereon shall apply as in the case of destruction of the improvements upon the Common Areas and Facilities. In the event of a total taking, the Management Committee shall distribute pro rata based on the Undivided Interests any award to the Members. The rights of an Owner and the Mortgagee of such Owner's Unit as to such pro rata distribution shall be governed by the provisions of the Mortgage encumbering such Unit.

#### **ARTICLE XV**

##### **RIGHTS TO THE COMMON AREAS AND FACILITIES**

15.1 Members' Right of Enjoyment. There is hereby reserved and established for the benefit of each Owner and such Owner's Occupants and Permittees a nonexclusive easement for use and enjoyment in and to the Common Areas and Facilities and such right shall be appurtenant to and shall pass with the interest required to be an Owner to every Unit, subject to the following provisions:

15.1.1 The right of the Association to establish reasonable rules and regulations pertaining to the use of the Common Areas and Facilities.

15.1.2 The right of the Association subject to the approval rights of Mortgagees pursuant to this Declaration, to dedicate or transfer all or any part of the Common Areas and Facilities to any public agency, authority or utility or other entity for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer, including, without limitation, the conveyance, lease, or other transfer of any portion of the Common Areas and Facilities to a special tax

assessment district or to the City, shall be effective unless approved by Members holding not less than sixty-seven percent (67%) of the voting power of the Members.

15.1.3 The right of the Association to establish, in cooperation with the City, a special assessment district for the performance of all or a portion of the maintenance and other functions now within the responsibility of the Association, together with the right of the Association to convey, lease or otherwise transfer, subject to the provisions of subsections 12.1(b) above, all or any portion of the Common Areas and Facilities to said district.

15.2 Waiver of Use. No Member may exempt such Member from personal liability for Assessments duly levied by the Association, nor release the Unit owned by such Member from the liens and charges hereof, by waiver of the use and enjoyment of the Common Areas and Facilities or the abandonment of his Unit.

## ARTICLE XVI

### EASEMENTS

16.1 Owners' Rights and Duties: Utilities and Communication Lines. The rights and duties of the Owners with respect to water, sewer, electricity, gas, telephone, cable television lines and drainage facilities shall be governed by the following:

16.1.1 Wherever sanitary sewer, water, electricity, gas, telephone and communication lines or drainage facilities are installed within the Property, there is hereby reserved and established for the benefit of the Owners of any Unit served by said lines or facilities a nonexclusive easement for the full extent necessary therefore, to enter upon the Units owned by others, in or upon said lines or facilities, or any portion thereof, to repair, replace and generally maintain said lines and facilities as and when the same may be necessary as set forth below, provided that such Owner or utility company shall promptly repair any damage to a Unit caused by such entry as promptly as possible after completion of work thereon.

16.1.2 Wherever sanitary sewer, water, electricity, gas, telephone or communication lines or drainage facilities are installed within the Property, which lines or facilities serve more than one (1) Unit, the Owner of each Unit served by said lines or facilities shall be entitled to the full use and enjoyment of such portions of said lines or facilities which service such Owner's Unit.

16.1.3 The foregoing provisions of this Section shall not be deemed to give any Owner the right to connect to any utility line or facility without first complying with all the requirements of the utility company providing the service in question, including without limitation, the payment of all required connection fees and related charges.

16.2 Utilities. Easements over the Property for the installation and maintenance of electric, telephone, communication lines, water, gas, sanitary sewer lines and drainage facilities as shown on the recorded subdivision maps of the Property are hereby reserved and established for the benefit of each Owner and their respective successors and assigns. Owners shall pay for all utility services furnished to each Unit except utility services which are not separately billed or metered to individuals Units by the utility or other party furnishing such service. The Association shall pay such bills which are not separately metered and charge an appropriate share to each Unit and Owner as part of the Common Expenses. In the event any Owner is found to use any service disproportionately, the Association may alter the share so charged. In the event that submeters are installed or used for common utilities which are billed collectively, each Owner agrees to pay for the actual utility usage attributable to his or her Unit.

16.3 Common Area Easements. The following nonexclusive easements are hereby reserved and established for the benefit of each Owner and the Occupants and Permittees of each Owner:



16.3.1 Nonexclusive easements for pedestrian traffic over, upon, across and between (1) the public streets and alleys now or hereafter abutting or located on any portion of the Property; (2) the Common Areas and Facilities; and (3) the parking areas.

16.3.2 Nonexclusive easements for the purpose of vehicular traffic and parking (subject to reasonable restrictions imposed by the Management Committee) over, upon, across and between (1) the public streets and alleys now and hereafter abutting any portion of the Property; and (2) the Common Areas and Facilities.

## **ARTICLE XVII**

### **NATURE OF EASEMENTS AND RIGHTS GRANTED**

17.1 Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the Units and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such Units. For the purposes of such easements and rights, the particular areas of the Property which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Property which are burdened by such easements and rights shall constitute the servient estate.

17.2 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Declaration:

17.2.1 are made for the direct, mutual, and reciprocal benefit of the Owners, Occupants, and Permittees of the respective Units;

17.2.2 create mutual equitable servitudes upon each Unit in favor of the other Units;

17.2.3 constitute covenants running with the land; and

17.2.4 shall bind every person or entity having any fee, leasehold, or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction or provision is to be performed on such portion.

## **ARTICLE XVIII**

### **RIGHTS OF LENDERS**

18.1 Filing Notice; Notices and Approvals. A Mortgagee shall not be entitled to receive any notice which this Declaration requires the Association to deliver to Mortgagees unless and until such Mortgagee or its mortgage servicing contractor has delivered to the Management Committee a written notice stating that such Mortgagee is the holder of a mortgage encumbering a Unit within the Property. Such notice shall state whether such mortgagee is a first Mortgagee. Where the approval of any percentage of Mortgagees is required pursuant to this Declaration, it shall be deemed to mean the vote or approval of the percentage of only those Mortgagees which have delivered such notice to the Management Committee, including any requirement for Mortgagees to approve an amendment to the Governing Documents. Notwithstanding the foregoing, if any right of a Mortgagee under this Declaration is conditioned on a specific written request to the Association, in addition to having delivered the notice provided in this Section, a Mortgagee must also make such request, either in a separate writing delivered to the Association or in the notice provided above in this Section, in order to be entitled to such right. Except as provided in this Section, a Mortgagee's rights pursuant to this Declaration, including, without limitation, the priority of the lien of Mortgages over the lien of Assessments levied by the Association hereunder shall not be affected by the failure to deliver a notice to the Management Committee. Any notice or request delivered to the Management Committee by a Mortgagee shall remain effective without any further action by such Mortgagee for so long as the facts set forth in such a notice or request remain unchanged.

18.2 Intentionally Omitted.

18.3 Relationship with Assessments Liens.

18.3.1 The lien provided for in ARTICLE 4 of this Declaration above for the payment of Assessments shall be subordinate to the lien of a first or second Mortgage that is recorded before a recorded notice of lien by or on behalf of the Association to the extent required by law, if any.

18.3.2 If any Unit subject to a monetary lien created by any provision hereof shall be subject to the lien of a Mortgage, the foreclosure of the lien of said Mortgage or sale under a power of sale included in such Mortgage (such events being hereinafter referred to as "Events of Foreclosure") shall not operate to affect or impair the lien hereof, except that any persons who obtain an interest through any of the Events of Foreclosure, and their successors in interest, shall take title free of the lien hereof or any personal obligation for said charges as shall have accrued up to the time of any of the Events of Foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the Events of Foreclosure.

18.3.3 Any Mortgagee who obtains title to a Unit by reason of any of the Events of Foreclosure, or any purchaser at a private or judicial foreclosure sale shall take title to such Unit free of any lien or claim for unpaid Assessments against such Unit which accrue prior to the time such Mortgagee or purchaser takes title to the Unit, except for liens or claims for a share of such Assessments resulting from a reallocation of such Assessments to all Units within the Property.

18.3.4 Nothing in this Section shall be construed to release any Owner from his obligation to pay for any Assessment levied pursuant to this Declaration.

18.4 Other Rights of Institutional Mortgagees. Any Institutional Mortgagee, or its mortgage servicing contractor, shall, upon written request to the Association, be entitled to:

18.4.1 Inspect the books and records of the Association during normal business hours subject to the same limitations that a Member is entitled to under the law regarding inspection of the same; and

18.4.2 Upon written request, receive the annual financial statement, if any, of the Association ninety (90) days following the end of the Association's fiscal year; and

18.4.3 Receive written notice of all annual and special meetings of the Members or of the Management Committee, and Institutional Mortgagees shall further be entitled to designate a representative to attend all such meetings in order to, among other things, draw attention to violations of this Declaration which have not been corrected or made the subject of remedial action by the Association; provided, however, nothing contained in this Section shall give an Institutional Mortgagee the right to call a meeting of the Management Committee or of the Members for any purpose or to vote at any such meeting; and

18.4.4 Receive written notification from the Association of any default in the performance of the obligations imposed by this Declaration by the Owner whose Unit is encumbered by such Institutional Mortgage, which default has not been cured within sixty (60) days of a request therefore by the Association; provided, however, the Association shall only be obligated to provide such notice to Institutional Mortgagees whose written request thereof to the Association specifies the Unit or Units to which such request relates.

18.5 Conflicts. In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

18.6 Voting Rights of Institutional Mortgagees. In the event of a default by the Owner of any Unit in any payment due under the terms of any Institutional Mortgage or the promissory note secured thereby, the Institutional Mortgagee or his representative shall have the right, upon giving written notice to such defaulting Owner and the Association and placing of record a notice of default, to exercise the voting rights of such defaulting Owner attributable to such Unit at any regular or special meeting of the Members held during such time as such default may continue. Any such Owner's voting Rights shall be restored to him at such time as such default is cured.

**ARTICLE XIX**  
**AMENDMENTS**

19.1 Manner of Amending. Except as otherwise may be provided herein, this Declaration and/or the Plat may be amended by the affirmative vote or written consent, or any combination thereof, of voting Members representing sixty-seven percent (67%) of the Undivided Interests. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Amendments to the Declaration shall be proposed by either a majority of the Management Committee or by Owners holding at least thirty-five percent (35%) of the Undivided Interests. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken, or part of the notice if action is to be taken by written consent or ballot. Any amendment(s) shall be effective upon recordation in the office of the recorder of Utah County. In such instrument, the Management Committee (or its authorized representative) shall certify that the vote required by this Section has occurred. If a Unit is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Unit under this Section. If a Unit is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Unit under this Section. No acknowledgement of any signature shall be required.

19.2 Acceptance of Deed. By acceptance of a deed of conveyance to a Unit, each Owner thereby gives its full, irrevocable, and unqualified consent on behalf of itself, its mortgagees, and its successors-in-title to the amendment of this Declaration in the manner provided in this Article.

**ARTICLE XX**  
**GENERAL PROVISIONS**

20.1 Enforcement. The Association shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations, and the right to recover damages for such violation. The Association shall also have the right to enforce by proceedings at law or in equity the provisions of the Articles, Bylaws, or Association Rules, and any amendments thereto. Failure by the Association to enforce any covenant, condition, or restriction herein contained, or the Articles and the Bylaws, in any certain instance or on any particular occasion, shall not be deemed a waiver of such right on any such future breach of the same covenant, condition or restriction.

20.2 Not a Public Dedication. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the property to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

20.3 Severability. Notwithstanding invalidation of any one of these covenants, conditions or restrictions by judgment or court order, all other provisions hereof shall remain in full force and effect.

20.4 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, Occupants, heirs, successors and assigns in perpetuity unless amended or terminated pursuant to the provisions contained herein.

20.5 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the administration of commercial units on the Property and for the maintenance of the Property and the Common Areas and Facilities. The Article and Section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

20.6 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural, the plural shall include the singular, and the masculine shall include the feminine and neuter.

20.7 Intentionally Omitted.

20.8 Attorneys' Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration or other Governing Document, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys' fees and costs shall be an Individual Assessment with respect to the Unit involved in the action.

20.9 Notices. Any notice to be given to an Owner or Mortgagee or mortgage servicing contractor under the provisions of this Declaration shall be in writing and may be delivered as follows:

20.9.1 Notice to an Owner shall be deemed to have been properly delivered when delivered personally, sent by fax or email, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or, if no such address shall have been furnished, then to the mailing address of such Owner's Unit. Any notice sent by fax or email shall be deemed delivered the earlier of twenty-four (24) hours after being sent or confirmed receipt. Any notice deposited in the mail shall be deemed delivered the earlier of forty-eight (48) hours after such deposit or upon confirmed receipt. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners, on behalf of all co-Owners, and shall be deemed delivered on all such co-Owners. Notice may also be provided to Owners as allowed by the Act.

20.9.2 Notice to a Mortgagee or its mortgage servicing contractor shall be deemed to have been properly delivered when placed in the first-class United States mail, postage prepaid, to the address furnished to the Association by such Mortgagee or such contractor for the purposes of notice.

20.10 Effect of Declaration. This Declaration is made with the intent to establish a general scheme for the use, occupancy, and enjoyment of the Property and each and every Unit and portion thereof. The Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

20.11 Personal Covenant. To the extent the acceptance of a conveyance of a Unit creates a personal covenant between the Owner of such Unit and the Association or other Owners, such personal covenant shall terminate and be of no further force or effect from and after the date when a person or entity ceases to be an Owner except to the extent this Declaration may provide otherwise with respect to the payment of money to the Association.

20.12 Non-liability of Officials. To the fullest extent permitted by law, neither the Management Committee, nor any other committee of the Association or any member of such Management Committee or committee shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Management Committee, committees or persons reasonably believed to be the scope of their duties.

20.13 Amendments by Declarant. So long as the Declarant owns one or more Units in the Project, the Declaration and the Map may be amended or supplemented solely by the Declarant without any additional Owner approval required. In addition, no amendment shall be valid or enforceable without the Declarant's prior written consent so long as Declarant owns one or more Units in the Project. Amendments shall become effective upon recordation in the office of the Utah County Recorder. Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a duly authorized representative this 16 day of January, 2025.

**DECLARANT**

**573 Sunrise, LLC.,**  
**a Utah limited liability company**

BY: *[Signature]*

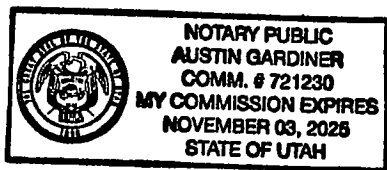
NAME: Andrew Evans

TITLE: Manager

STATE OF UTAH )  
  ) SS:  
COUNTY OF ~~UTAH~~ <sup>Quads</sup> )

On the 16<sup>th</sup> day of January, 2025, who by me being duly sworn, did say that he/she is an authorized representative of 573 Sunrise, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

*[Signature]*  
Notary Public



## EXHIBIT A

## Legal Description

All of Lot 2 of the Central Bank Subdivision, recorded as Entry No. 14279:2017 and Map Filing No. 15408 in the Office of the Utah County Recorder, being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Sunrise Way, said point being North 89°56'57" East 323.78 feet along the section line and South 471.36 feet from the North Quarter Corner of Section 32, Township ~~4~~ 4 South, Range ~~1~~ 1 East, Salt Lake Base and Meridian; and running

thence South 00°39'53" East 278.37 feet;

thence North 87°42'48" West 174.47 feet;

thence North 00°39'53" West 374.42 feet to the southerly right-of-way line of Sunrise Way;

thence along said southerly right-of-way line the following two (2) courses:

(1) Southeasterly 27.68 feet along the arc of a 467.48 foot radius curve to the right (center bears South 35°27'18" West and the chord bears South 52°50'56" East 27.67 feet with a central angle of 03°23'32");

(2) Southeasterly 176.80 feet along the arc of a 533.91 foot radius curve to the left (center bears North 38°50'49" East and the chord bears South 60°38'22" East 175.99 feet with a central angle of 18°58'23") to the point of beginning.

Contains 55,685 Square Feet or 1.278 Acres

Tax Parcel ID No. 65:503:0002

## EXHIBIT B

## Undivided Ownership Interests of Each Unit

<u>UNIT</u>	<u>RENTABLE SQUARE FOOTAGE</u>	<u>UNDIVIDED OWNERSHIP INTERESTS</u>
101	4,721	19.81%
102	6,672	28.00%
201	4,791	20.11%
202	3,293	13.82%
203	3,678	15.44%
1	187	0.78%
2	186	0.78%
3	146	0.61%
4	152	0.64%
<b>TOTAL</b>	23,826	100%

## EXHIBIT C

**Bylaws**

of

**SUNRISE OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC.,****a Utah Non-Profit Corporation**

THESE Bylaws of the SUNRISE OFFICE CONDOMINIUM OWNERS ASSOCIATION, INC., a Utah Non-Profit Corporation (these "Bylaws") are effective upon recording in the Utah County Recorder's Office pursuant to the Utah Condominium Ownership Act and the Utah Revised Nonprofit Corporation Act.

## RECITALS

1. Capitalized terms in these Bylaws are defined in Article I of DECLARATION OF CONDOMINIUM FOR SUNRISE OFFICE CONDOMINIUM ("Declaration"), unless a different definition is given herein.
2. These Bylaws are adopted in order to complement the Declaration and to eliminate ambiguity, to further define the rights of the Association and the Unit Owners, to provide for the ability to more easily govern and operate the Association, and to further the Association's efforts to safely, efficiently, and economically provide a quality business environment.

ARTICLE I  
DEFINITIONS

Except as otherwise provided herein or as may be required by the context, all terms defined in the Declaration shall have the same meanings when used in these Bylaws.

ARTICLE II  
APPLICATION

All present and future Owners, Occupants, Permittees, tenants, or any other persons who may use the facilities at the Project in any manner are subject to these Bylaws. The mere acquisition or rental of any of the Units or parts thereof, or the mere act of occupancy or use of any said Units or part thereof or the Common Areas will signify that these Bylaws are accepted, ratified, and will be complied with by said persons. These Bylaws govern the management of the business and the conduct of the affairs of the Association except as otherwise provided by statute, the Declaration, or the Articles.

ARTICLES III  
MEMBERS

2.1 Annual Meetings. The annual meeting of the Members shall be held each year on a day and time established by the Management Committee. The purpose of the annual meeting is to elect Management Committee members and transact such other business as may come before the meeting. If the election of Management Committee members cannot be held at the annual meeting of the Members, or at any adjournment thereof, the Management Committee shall cause the election to be held either at a special meeting of the Members to be convened as soon thereafter as may be convenient or at the next annual meeting of the Members. The Management Committee may from time to time by resolution change the date and time for the annual meeting of the Members.

2.2 Special Meetings. Special meetings of the Members may be called by a majority of the Management Committee, the President, or upon the written request of Members holding not less than 35% of the Undivided Interests of the Association. Any written request for a special meeting presented by the Members shall be delivered to the President and shall include the original signature of each Member affirmatively supporting such



request along with a complete statement of the purpose of the meeting on each page containing signatures. The President shall then call, provide notice of, and conduct a special meeting within 20 days of receipt of the request. In case of failure to call such meeting within twenty (20) days after such request, such Members may call the same.

2.3 Place of Meetings. The Management Committee may designate any place in Utah County, State of Utah reasonably convenient for the Members of the Association as the place of meeting for any annual or special meeting called by the Management Committee. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be at the principal office of the Association.

2.4 Notice of Meetings of the Members. The Management Committee shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Members. Such written or printed notice shall be delivered to each Member of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be emailed, hand-delivered, mailed, or as otherwise authorized by the Declaration.

2.5 Qualified Voters. A Member shall be deemed to be in "good standing" and "entitled to vote" at any meeting of the Association if the Member shall have fully paid its share of any Assessments (together with any interest and/or late fees) prior to the commencement of the meeting.

2.6 Record Date for Notice Purposes. Upon purchasing a Unit in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Unit has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Management Committee may designate a record date, which shall be no more than sixty (60) and no less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Units in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

2.7 Quorum. At any meeting of the Members, the presence of Members and holders of proxies entitled to cast more than twenty five percent (25%) of the Undivided Interests of the Association shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting, the Members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting and reschedule for a time no earlier than twenty-four (24) hours, nor later than thirty (30) days after the set time for the original meeting. Notice of such rescheduled meeting is not required to be sent in conformance with the notice requirements for meetings as set forth in Section 2.4 except an oral announcement at the meeting to be rescheduled. The presence of Members and holders of proxies entitled to cast more than ten percent (10%) of the Undivided Interests of the Association shall constitute a quorum for the transaction of business at the rescheduled meeting.

2.8 Proxies. At each meeting of the Members, each Member entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Member or by the Member's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Unit or the Members' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall be dated, set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at least three (3) days prior to the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise permitted in the Act and so provided for in the proxy.

2.9 Votes. With respect to each matter submitted to a vote of the Members, each Member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit

of such Member, as shown in the Declaration. Each Member shall be entitled to a vote equivalent to the Undivided Interest of the Unit such Member owns as set forth on **Exhibit B** attached to the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Articles, these Bylaws, the Declaration, or the Act. When more than one person owns a portion of the interest in a Unit, each such person shall be a Member, but the vote(s) for such Unit shall be exercised as they among themselves determine. In no event shall more than one vote be cast with respect to any single Unit. When a Unit is jointly owned, any Owner may exercise the vote for such Unit on behalf of all Co-Owners of the Unit. In the event of two (2) conflicting votes by co-Owners of a Unit, no vote shall be counted for that Unit. In no event shall fractional or cumulative votes be exercised with respect to any Unit. The Association shall not be required to recognize the vote or written consent of any co-Owner that is not authorized to vote based upon a written designation of all such co-Owners delivered to the Association.

**2.10 Waiver of Irregularities.** All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Members present, and in the decision and votes of the Management Committee or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Management Committee. The presence of a Unit Owner in person at any meeting of the Unit Owners shall be deemed a waiver on any notice requirements.

**2.11 Informal Action by Members.** Any action that is required or permitted to be taken at a meeting of the Members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by enough Members such that the vote would have passed if all of Association Members had been in attendance at a regularly called meeting. Ballots or written consents may be obtained via any electronic or physical means including but not limited to email, facsimile, text, or paper document.

#### ARTICLE IV MANAGEMENT COMMITTEE

**4.1 General Powers.** The property, affairs and business of the Association shall be managed by the Management Committee. The Management Committee may exercise all of the powers of the Association, whether derived from the Act, the Declaration or these Bylaws, except such powers that the Articles, these Bylaws, the Declaration, or the Act vest solely in the Members. The Management Committee shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. The Management Committee may by written contract delegate, in whole or in part, to a Manager such of its duties, responsibilities, functions, and powers as are properly delegable.

A majority vote of the members of the Management Committee may approve any single capital expenditure costing up to and including \$10,000.00. Any single capital expenditure costing more than \$10,000.00 made prior to the amendment of these Bylaws, if any, is hereby ratified and approved. Capital expenditures exceeding \$10,000 shall be approved by a majority of the Undivided Interests.

**4.2 Number, Tenure, and Qualifications.** The Management Committee shall be composed of three (3) or more persons, each of whom shall be an owner of a Unit or the designee of a Unit owned by a trust, LLC, or other legal entity owning a Unit in the Project and shall meet the qualifications in the Declaration, if any. Each Management Committee member shall hold his position for one (1) year or until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. In the event that successors are not chosen at the expiration of one (1) year, the Management Committee shall continue to serve until such time that successors are chosen.

4.3 Regular Meetings. The Management Committee shall hold regular meetings at least quarterly, at the discretion of the Management Committee. The Management Committee may designate any place in Utah County, Utah as the place of meeting for any regular meeting called by the Management Committee. Meetings may also be held with Management Committee members appearing electronically or telephonically so long as any Management Committee member appearing telephonically consents to such appearance. If no designation is made, the place of the meeting shall be at the Unit of the President of the Association.

4.4 Special Meetings. Special meetings of the Management Committee may be called by the President or by a majority of the Management Committee members on at least five (5) days prior notice to each Management Committee member. The person or persons authorized to call special meetings of the Management Committee may fix any place, within Utah County, as the place for holding the meeting. Notice shall be given personally, by regular U.S. Mail at such Management Committee member's registered address, by email, by text message, or by telephone. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. Any Management Committee member may waive notice of a meeting.

4.5 Notice to Owners of Meetings of the Management Committee. The Management Committee shall cause written notice of the date, time, and place for all meetings of the Management Committee to be sent to each Owner who has requested such notice. Such written notice shall be delivered no less than 48 hours prior to the meeting except that, when a meeting is called to address an emergency and each member of the Management Committee receives less than 48-hours' notice of the meeting, such Owners shall receive notice equal to that received by the members of the Management Committee. Notice to Owners under this Section 4.5 shall be sent via email and shall be deemed delivered when sent to the Owner's email address provided to the Association. Such provided email address may be changed from time to time by notice in writing to the Association. If members of the Management Committee may attend the meeting by electronic means, notice to the Owners shall include information necessary to allow the Owner to attend by electronic means. For the purposes of this Section 4.5, a meeting of the Management Committee shall mean a gathering of the Management Committee, whether in person or by electronic means, at which the Management Committee can take binding action.

4.6 Meetings of the Management Committee Open to Owners. Each meeting of the Management Committee shall be open to each Owner except that the Management Committee may close a meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each meeting of the Management Committee, each Owner shall be provided a reasonable opportunity to offer comments; the Management Committee may limit comments of the Owners to a specific time period during the meeting. For the purposes of this Section 4.6, a meeting of the Management Committee shall mean a gathering of the Management Committee, whether in person or by electronic means, at which the Management Committee can take binding action. Notwithstanding anything to the contrary in this Declaration, nothing herein shall restrict the ability of the Management Committee to take actions without a meeting in which case no notice to Members shall be required.

4.7 Quorum and Manner of Action. A majority of the then authorized number of Management Committee members shall constitute a quorum for the transaction of business at any meeting of the Management Committee. The act of a majority of the Management Committee members present at any meeting at which a quorum is present and for which proper notice was provided to the Management Committee members shall be the act of the Management Committee. The Management Committee members shall act only as the Management Committee, and individual Management Committee members shall have no powers as such.

4.8 Action without a Meeting. Any action that the Management Committee is required or permitted to take at a meeting of the Management Committee may be taken without a meeting as allowed by applicable law. Action taken without a meeting has the same effect as action taken at a meeting.

4.9 Compensation. No Management Committee member shall receive compensation for any services that such member may render to the Association as a Management Committee member; provided, however, that a Management Committee member may be reimbursed for expenses incurred in performance of such duties as a Management Committee member to the extent such expenses are approved by a majority of the other Management Committee members. Nothing herein contained shall be construed to preclude any Management Committee member from serving the Project in any other capacity and receiving compensation therefore.

4.10 Resignation and Removal. A Management Committee member may resign at any time by delivering a written resignation to either the President or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. A Management Committee member may be removed at any time, with or without cause, at a special meeting of the Members duly called for such purpose upon the affirmative vote of more than fifty percent (50%) of the Undivided Interests. A Management Committee member may also be removed by the affirmative vote of a majority of the other Management Committee members if he or she, in any twelve (12) month period, misses either three (3) consecutive or seventy-five percent (75%) of the regularly scheduled Management Committee meetings.

4.11 Vacancies and Newly Created Management Committee Memberships. If vacancies shall occur in the Management Committee by reason of the death, resignation, disqualification, or removal of a Management Committee member as provided in Section 4.10 above, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a majority vote of the Management Committee members then in office. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee member by the Members may be filled by election by the Members at the meeting at which such Management Committee member is removed. Any Management Committee member elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

4.12 Waiver of Notice. Before or at any meeting of the Management Committee, any Management Committee member may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Management Committee member at any meeting thereof shall be a waiver of notice by that Management Committee member of the time, place, and purpose thereof.

4.13 Adjournment. The Management Committee may adjourn any meeting from day to day for such other time as may be prudent or necessary, provided that no meeting may be adjourned for longer than thirty (30) days.

4.14 Nomination and Election of Management Committee Members. Nomination for election to the Management Committee shall be made by the members of the Association by petition filed with the secretary of the Association prior to or at the Annual Meeting. Nominations may also be made from the floor at the annual meeting of Members. Members of the Management Committee shall be elected either by a voice vote or by written ballot. Association members or their proxies shall vote in accordance with the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Management Committee members may serve consecutive terms if elected.

4.15 Declarant Administrative Control. As described in Section 2.3 of the Declaration, Declarant shall retain full administrative control of the Association through an appointed interim Board, which shall serve until the Turnover Meeting.

## ARTICLE V OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as may from time to time be appointed by the Management Committee. The Management Committee may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such

period, have such authority, and perform such duties as the Management Committee may from time to time determine.

**5.2 Election Tenure and Qualifications.** The officers of the Association shall be chosen by the Management Committee annually at the first regular meeting of the Management Committee following the annual meeting of the Members. Officers who are also members of the Management Committee shall serve for a term equal to their term as a Director. Officers who are not also members of the Management Committee shall serve for a term determined by the Management Committee. In the event of failure to choose officers at such regular meeting of the Management Committee, officers may be chosen at any regular or special meeting of the Management Committee. Each such officer (whether chosen at a regular meeting of the Management Committee or otherwise) shall hold such office at least until the next ensuing regular meeting of the Management Committee and until a successor has been chosen and qualified, or until such officer's death, or until resignation, disqualification, or removal in the manner provided in these Bylaws, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Secretary, and Treasurer may be, but are not required to be, Management Committee members of the Association.

**5.3 Subordinate Officers.** The Management Committee may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Management Committee may from time to time determine. Subordinate officers need not be Management Committee members of the Association.

**5.4 Resignation and Removal.** Any officer may resign at any time by delivering a written resignation to any Management Committee Member or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Management Committee at any time, with or without cause.

**5.5 Vacancies and Newly Created Offices.** If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Management Committee at any regular or special meeting.

**5.6 The President.** The President shall be the chief executive of the Association. The President shall preside at meetings of the Management Committee and at meetings of the Members. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order" or "The Modern Rules of Order." The President shall sign on behalf of the Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Management Committee.

**5.7 The Secretary.** The Secretary shall keep the minutes of the Association and shall maintain such books and records as these Bylaws, the Declaration, Rules, or any resolution the Management Committee may require such person to keep. The Secretary shall also act in the place of the President in the event of the President's absence or inability or refusal to act.

**5.8 The Treasurer.** The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Management Committee, and when requested by the President, shall report the state of the finances of the Association at each meeting of the Members and at any meeting of the Management Committee. The Treasurer shall perform such other duties as required by the Management Committee. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant these Bylaws.

**5.9 Compensation.** No officer shall receive compensation for any services rendered to the Association as an officer, provided, however, that an officer may be reimbursed for expenses incurred in performance of such

duties as an officer to the extent such expenses are approved by the Management Committee.

## ARTICLE VI COMMITTEES

6.1. Designation of Committees. The Management Committee may from time to time by resolution designate committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers (“Committee” for purposes of this Article). The membership of each such Committee designated hereunder shall include at least one (1) Management Committee Member (“Committee Member” for purposes of this Article). No Committee Member shall receive compensation for services rendered to the Association as a Committee Member; provided, however, that the Committee Member may be reimbursed for expenses incurred in performance of such duties as a Committee Member to the extent that such expenses are approved by the Management Committee. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Management Committee in a written resolution. The Management Committee may terminate any Committee at any time.

6.2. Proceeding of Committees. Each Committee designated hereunder by the Management Committee may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such Committee may from time to time determine. Each such Committee shall keep a record of its proceedings and shall regularly report such proceedings to the Management Committee.

6.3. Quorum and Manner of Acting. At each meeting of any Committee designated hereunder by the Management Committee, the presence of Committee Members constituting at least a majority of the authorized membership of such Committee, but in no event less than two (2) Committee Members, shall constitute a quorum for the transaction of business, and the act of a majority of the Committee Members present at any meeting at which a quorum is present shall be the act of such Committee. Any Committee Members designated by the Management Committee hereunder shall act only as a Committee, and the individual Committee Members thereof shall have no powers as such. A Committee may exercise the authority granted by the Management Committee.

6.4. Resignation and Removal. Any Committee Member designated hereunder by the Management Committee may resign at any time by delivering a written resignation to the President, the Management Committee, or the presiding officer of such Committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Management Committee may at any time, with or without cause, remove any Committee Member designated by it thereunder.

6.5. Vacancies. If any vacancy shall occur in any Committee designated by the Management Committee due to disqualification, death, resignation, removal, or otherwise, the remaining Committee Members shall, until the filling of such vacancy by the Management Committee, constitute the then total authorized membership of the Committee and, provided that two (2) or more Committee Members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Management Committee.

## ARTICLE VII INDEMNIFICATION

7.1 Indemnification – Third Party Actions. The Association shall indemnify any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Management Committee member or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an order or settlement, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in the best interests of the Association or with respect to any criminal action or proceeding, that the

person had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification – Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Management Committee member or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in the best interests of the Association; provided, however, 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 or intentional misconduct in the performance of his 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 and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Insurance. The Management Committee, in its discretion, may direct that the Association purchase and maintain insurance on behalf of any person who is or was a Management Committee member, officer, or employee of the Association or is or was serving at the request of the Association as a Management Committee member, officer, employee or agent of another association, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against liability under the provisions of this Article.

7.4 Settlement by the Association. The right of any person to be indemnified shall be subject always to the right of the Association by the Management Committee, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the expense of the Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

## ARTICLE VIII RECORDS, AUDITS, AND FISCAL YEAR

The Association shall maintain within the State of Utah all documents, information, and other records of the Association in accordance with the Declaration, these Bylaws, and the Utah Revised Nonprofit Corporation Act. The Management Committee may establish provisions related to the maintenance of Association records by resolution.

8.1 General Records. The Management Committee or Manager shall keep records of the actions of the Management Committee and Manager; minutes of the meetings of the Management Committee; minutes of the Member meetings of the Association, and financial records of the receipts and expenditures affecting the Property. At each meeting of the Management Committee, the minutes of the previous meeting of the Management Committee shall be presented to the Management Committee for approval by a majority vote; the minutes of any meeting of the Members shall be presented to the Management Committee at the next meeting of the Management Committee for approval by a majority vote; after the minutes of a meeting of the Members have been approved by the Management Committee by a majority vote, such minutes shall be presented to the Members at the next meeting of the Members for approval by a majority vote.

### 8.2 Financial Reports and Audits.

- (a) An annual report of the receipts and expenditures of the Association and a balance sheet showing assets and liabilities shall be rendered by the Management Committee to all Owners.
- (b) From time to time the Management Committee, at the expense of the Association, may obtain an audit by a certified public accountant or other financial review of the books and records pertaining to the Association and furnish copies thereof to the Owners. At any time, any Owner or Mortgagee may, at such Owner's or Mortgagee's own expense, cause an audit or inspection to be

made of the books and records of the Association.

8.3 Inspection of Records by Owners. All records of the Association shall be reasonably available for examination by an Owner and any Mortgagee of a Unit pursuant to rules adopted by resolution of the Management Committee. The Management Committee, by resolution, may adopt reasonable rules governing the frequency, time, location, notice and manner of examination and duplication of Association records and the imposition of a reasonable fee for furnishing copies of any documents, information or records described in this Section. The fee may include reasonable personnel costs incurred to furnish the information, including any and all fees the Association may be charged by its designee that assists the Association in furnishing this information. The Owner or Mortgagee may only inspect the records if the demand is made in good faith for a proper purpose, and such demand meets the requirements and restrictions in the Utah Revised Nonprofit Corporation Act as amended or superseded from time to time.

## ARTICLE IX ASSOCIATION RULES

9.1 Establishment of Association Rules. The Management Committee shall have the authority to adopt and establish by resolution such management and operational Association Rules as it may deem necessary for the maintenance, operation, management, and control of the Project.

9.2 Amendment. The Management Committee may from time to time, by resolution, alter, amend, and repeal such Association Rules subject to the provisions of the Declaration and these Bylaws.

9.3 Enforcement. Owners shall use their best efforts to see that the Association Rules are strictly observed by their Occupants and Permittees and the persons over whom they have or may exercise control or supervision, it being clearly understood that such Association Rules shall apply and be binding upon all Owners and Occupants of the Project.

9.4 Copies of Rules. Copies of all Association Rules and resolutions adopted by the Management Committee shall be sent to all Owners.

## ARTICLE X AMENDMENTS

Except as otherwise provided by law, the Articles, the Declaration, or these Bylaws, these Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of not less than a majority of the Undivided Interests. So long as the Declarant owns one or more Units in the Project, these Bylaws may be amended or supplemented solely by the Declarant without any additional Owner approval required. In addition, no amendment shall be valid or enforceable without the Declarant's prior written consent so long as Declarant owns one or more Units in the Project. Amendments shall become effective upon recordation in the office of the Utah County Recorder. Declarant's right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate these Bylaws in part or in their entirety.

## ARTICLE XI MISCELLANEOUS PROVISIONS

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

11.2 Invalidity; Number; Captions. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws. As used in these Bylaws, the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the



masculine, feminine and neuter, as the context requires. All captions are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

11.3 Conflicts. These Bylaws are intended to comply with the Declaration. In case of any irreconcilable conflict, the Declaration shall control over these Bylaws.

EXECUTED this 16 day of January, 2025

573 SUNRISE, LLC, a Utah limited liability company

BY: [Signature]

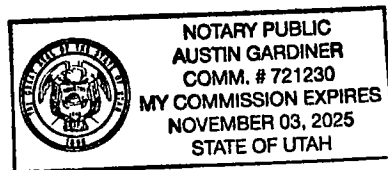
Name: Andrew Evans

Title: Manager

STATE OF UTAH )  
                                  Quincy ) SS:  
COUNTY OF ~~UTAH~~ )

On the 16<sup>th</sup> day of January, 2025, who by me being duly sworn, did say that he/she is an authorized representative of 573 Sunrise, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]  
Notary Public



**EXHIBIT D**  
**LIMITED COMMON AREA PARKING GARAGE**

**PARKING ASSIGNMENTS**

Unit Number	Interior Parking Spaces Allocation
101	5 Spaces
102	7 Spaces
201	4 Spaces
202	3 Spaces
203	4 Spaces

The Parking Stall numbers are depicted on the Map.

EXHIBIT E  
USE RESTRICTIONS

The following use restrictions shall apply to the Units as indicated below:

1. Units 101, 201, 202, and 203 shall be prohibited from providing any after-hours urgent care medical facility. This clause is specifically intended to benefit the Owner of Unit 102 and may not be amended without the written consent of the Owner of Unit 102.

Notwithstanding anything herein to the contrary, unless there was a casualty and the Owner or the tenant is diligently pursuing rebuilding the improvement in the Unit or the terms of an existing lease permits otherwise, the above restrictions set forth in this Exhibit shall automatically terminate as to the other Units (without the necessity of recording another instrument in the Utah County Recorder's Office) upon either of the following events: (1) six (6) months after the Unit is no longer being occupied or used for its purpose(s) set forth in this Exhibit E following the date upon which the Owner or permittees of such Unit commenced business upon such parcel; or (2) the lease of a permittee utilizing said use has been terminated.