

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR  
SPRINGBROOK VILLAS CONDOMINIUMS

AN AGE RESTRICTED COMMUNITY  
OPERATED FOR RESIDENTS 55 YEARS OF AGE OR OLDER

IMPORTANT NOTICE TO POTENTIAL RESIDENTS:

THE PROJECT IS AN AGE RESTRICTED COMMUNITY TO BE OCCUPIED BY INDIVIDUALS AGE 55 AND OVER. THE PROJECT SHALL BE CONSTRUCTED, MARKETED, MANAGED, AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL FAIR HOUSING ACT AND ITS EXEMPTIONS FROM DISCRIMINATION BASED ON FAMILIAL STATUS FOR HOUSING FOR OLDER PERSONS. THE PROJECT SHALL BE ADVERTISED AND PROMOTED AS AN "55+ AGE RESTRICTED" OR "55+ ADULT COMMUNITY"; SHALL HAVE AT MINIMUM 90% OF THE OCCUPIED UNITS OCCUPIED BY AT LEAST ONE PERSON AGE 55 OR OLDER; AND SHALL ESTABLISH REASONABLE MEANS OF VERIFYING AGE AND COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT

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**THIS DECLARATION OF CONDOMINIUM** is made and executed on the date evidenced below by Springbrook Villas Condominiums Owners Association.

**RECITALS**

A. Springbrook Villas Condominiums is a condominium community located in Springville, Utah County, Utah. Springbrook Villas Condominiums consists of 9 phases.

B. The original Declaration of Condominium and Bylaws of Springbrook Villas was recorded May 4, 2006, as Entry No. 54618:2006, in the Utah County Recorder’s office (“Original Declaration”). The Declaration was amended eight times to add phases II-C, II-D, II-E, II-F, II-G, II-H, II-I, and II-J.

C. This Amended and Restated Declaration of Condominium supercedes and replaces in its entirety that previously recorded Declaration and all amendments thereto and shall be binding on all Units in all phases within the Condominium Project.

D. IT IS INTENDED THAT THE PROJECT BE AN AGE RESTRICTED COMMUNITY OF INDIVIDUALS AGE 55 AND OVER. THE PROJECT SHALL BE CONSTRUCTED, MARKETED, MANAGED, AND MAINTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE FEDERAL FAIR HOUSING ACT AND ITS EXEMPTIONS FROM DISCRIMINATION BASED ON FAMILIAL STATUS FOR HOUSING FOR OLDER PERSONS. THE PROJECT SHALL BE ADVERTISED AND PROMOTED AS AN “55+ AGE RESTRICTED” OR “55+ ADULT COMMUNITY”; SHALL HAVE AT MINIMUM 90% OF THE OCCUPIED UNITS OCCUPIED BY AT LEAST ONE PERSON AGE 55 OR OLDER; AND SHALL ESTABLISH REASONABLE MEANS OF VERIFYING AGE AND COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT;

E. The Project consists of 126 Units and certain Common Areas and Facilities. The Project has been fully expanded and expansions rights have expired;

F. The Declarant owns no Units within the Project and has turned over control of the Association to the Owners; accordingly, Declarant rights have been terminated or otherwise have expired;

G. It is intended that all Owners, guests, invitees and residents abide by these covenants, conditions and restrictions in order to maintain property values and a desirable living environment.

H. The Association controls the Common Areas as managing agent for the Unit Owners.

I. These covenants, conditions, restrictions, easements and limitations shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the

described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

J. The Management Committee certifies that more than 67% of the voting power of Unit Owners approved this Declaration as required by Article XXII, Section 22.1 of the Original Declaration.

K. The Management Committee certifies that no holders, insurers, or guarantors of a first mortgage have given written notice to the Association as a condition precedent to notice and approval of this Declaration.

NOW, THEREFORE, for the benefit of the Project and the Owners thereof, the Management Committee hereby executes this Declaration, for and on behalf of all of the Owners.

## 1 DEFINITIONS

Capitalized terms used in the Governing Documents (including recitals) have the following meanings:

### 1.1 Articles

Articles mean the Articles of Incorporation for the Springbrook Villas Condominiums Owners Association, Inc., as may be amended or replaced from time to time.

### 1.2 Association

Association means Springbrook Villas Condominiums Owners Association, Inc. It is intended that the Association be a Utah non-profit corporation. Failure of the Association to maintain its corporate status will not result in dissolution of the Association. The Association may renew its corporate status, reinstate its corporate status, or incorporate without Owner approval.

### 1.3 Board

Board means the Board of Directors. The Board governs the property, business, and affairs of the Association. The Management Committee shall now be known solely as the Board.

### 1.4 Bylaws

Bylaws mean the bylaws of the Association, as amended or restated from time to time.

### 1.5 Common Areas

Common Areas mean:

- 1.5.1 The land included within the Project;
- 1.5.2 The foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire escapes, and entrances and exits of buildings;
- 1.5.3 Tanks, pumps, motors, fans, compressors, ducts, and all apparatus and installations existing for common use;
- 1.5.4 Such community and commercial facilities as may be provided for in the Declaration;
- 1.5.5 Common Area outdoor lighting, pool, pool facilities, clubhouse, fences, landscaping,



sidewalks, and parking spaces;

1.5.6 Fireplace exhaust vents;

1.5.7 All other parts of the Project not specifically included in the Units; and

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

**1.6 Common Expenses**

Common Expenses mean all sums spent to administer, maintain, or replace the Common Areas; expenses agreed upon as common expenses by a majority of the Owners; expenses authorized by the Governing Documents or the Condominium Act as common expenses; any other expenses necessary for the common benefit of the Owners.

**1.7 Condominium Act**

Condominium Act shall mean Utah Code §§ 57-8-1 *et seq.*, as amended or replaced from time to time.

**1.8 Declaration**

Declaration means this document, as amended, supplemented, or restated from time to time.

**1.9 Director**

Director means a member of the Board.

**1.10 Eligible Mortgagee**

Eligible Mortgagee means a Mortgagee that has made a written request to the Association for notice.

**1.11 Family**

Family means family as defined by Springville City zoning ordinance.

**1.12 Governing Documents**

Governing Documents mean the Declaration, Bylaws, Articles of Incorporation, Map, and Rules and Regulations.

**1.13 Limited Common Areas**

Limited Common Areas mean Common Areas shown on the Map or designated in the Declaration as reserved for use by a certain Unit or Units to the exclusion of the other Units. Limited Common Areas include, without limitation: driveways and parking areas immediately in front of the garage, patios, shutters, window boxes, doorsteps, porches, balconies, or other apparatuses intended to serve a single Unit, but located outside the boundaries of the Unit.

**1.14 Map**

Map means the Record of Survey Maps for all phases of Springbrook Villas Condominiums as recorded in the Utah County Recorder's Office.

**1.15 Member**

Member means an Owner.

**1.16 Mortgage**

Mortgage means any first position mortgage, trust deed, or other security instrument recorded to secure the purchase of a Unit.

**1.17 Mortgagee**

Mortgagee means a holder, insurer, or guarantor of a first Mortgage on a Unit.

**1.18 Nonprofit Act**

Nonprofit Act means Utah Code §§ 16-6a-101 *et seq.*, as amended or replaced from time to time.

**1.19 Owner**

Owner means the owner of the fee in a Unit together with an undivided interest in the Common Areas. If a Unit is subject to an executory purchase contract, the contract purchaser shall be considered the Owner. However, the seller and buyer may otherwise agree but must inform the Board in writing of the alternative arrangement.

**1.20 Percentage Interest**

Percentage Interest means a Unit's undivided percentage interest ownership in the Common Area. The Percentage Interest is assigned in Exhibit "B."

**1.21 Person**

Person means an individual, corporation, partnership, association, trustee, or other legal entity.

**1.22 Project**

Project means Springbrook Villas Condominiums as shown on the Map. The project includes the land, buildings, improvements and structures, easements, rights, appurtenances, and articles of personal property intended for use in connection therewith. Exhibit "A" contains the legal description for the Project.

**1.23 Quorum of Owners**

Quorum of Owners means the Owners present in person or by proxy at a properly called meeting of the Association.

**1.24 Resident**

Resident means any Person living or staying at the Project. Residents include without limitation: Owners, tenants, family members of Owners and tenants.

**1.25 Rules and Regulations or Rules**

Rules and Regulations or Rules mean the rules and regulations created by the Board on behalf of the Association.

**1.26 Unit**

Unit means a separate physical part of the Project intended for independent use. Units include one or more rooms or spaces located in a building. The following are part of a Unit:

1.26.1 Wallboard, lath and plaster, plasterboard, paneling, wall tile, wall paper, paint, or any other material constituting part of the finished surface of an exterior, load bearing, or party wall;

1.26.2 All non-load bearing interior walls or partitions;

1.26.3 Any material constituting part of the finished surface of the floor;

1.26.4 Any material constituting part of the finished surface of the ceiling;

1.26.5 The attic space above a Unit and the crawl space below a Unit, if any, to which the Unit has direct and exclusive access;

1.26.6 Doors, door frames, windows, window frames, interior moldings, interior and exterior door casings, and any materials necessary to attach or weatherproof such;

1.26.7 Ducts, chutes, flues, cold air returns, furnaces, air conditioning condensers, lines any other heating, venting, and air conditioning apparatus serving a single unit, whether or not located within the Unit boundaries as defined on the Map;

1.26.8 Fireplaces, vents, or chases inside the boundary of the Unit;

1.26.9 Pipes, gas lines, fire suppression systems, valves, couplings, elbows, tees, escutcheons, water supply lines, water heaters, boilers, faucets, shower heads, finished plumbing fixtures, or any other plumbing apparatus or fixture serving a single Unit, whether or not located within the Unit boundaries as defined on the Map.

1.26.10 Cabinets, countertops, built-in shelving units, or any other finish carpentry;

1.26.11 Wires, conduits, junction boxes, switches, outlets, plates, electrical panels, electrical service, interior light fixtures (whether or not recessed), phone cable, data cable, audio visual cable, appliances, or any other electrical wire or apparatus serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;

1.26.12 Public utility lines or installations serving a single Unit, whether or not located within the Unit boundaries as defined on the Map;

1.26.13 Space in the attached garage; and

1.26.14 Anything inside the Unit boundaries, which can be removed without jeopardizing the structural integrity or usefulness of the remainder of the building.

## **2 SUBMISSION**

The Project is submitted to the provisions of the Governing Documents. The Project and the Governing Documents are submitted to provisions of the Condominium Act and Nonprofit Act.

### 3 IMPROVEMENTS

#### 3.1 Description of Improvements

The improvements included in the Project are described on the appropriate Map. The significant improvements contained in the Project include buildings, clubhouse, and swimming pool. The Project also contains other improvements of a less significant nature such as outdoor lighting and landscaping.

The buildings are single story, ranch type, quadplex layouts so that each Unit in a building faces a different direction with the garage spaces adjoining in the center of the building. The buildings are constructed of the following materials: wood frame with load and non-load bearing walls studded with wood; concrete slabs; wooden truss roofs with plywood and surfaced with asphalt shingles; interior walls surfaced with drywall; and exterior surfaced with cultured stone, brick, and stucco.

Each Unit has a private exterior entrance, contiguous patio, and exterior parking area immediately in front of the attached garage.

#### 3.2 Description of Common Areas and Limited Common Areas

The Common Areas and Limited Common Areas are described and identified in the Declaration and shown on the Map. Neither the undivided percentage ownership interest in the Common Areas nor the exclusive use of Limited Common Areas shall be separated from the Unit. Even if not specifically mentioned in the deed, the undivided percentage ownership interest in the Common Areas and exclusive use of Limited Common areas will automatically accompany the transfer of a Unit.

#### 3.3 Description of Units

The Map shows the Units, their location, and dimensions from which their area may be determined. Units may be independently owned, encumbered, and conveyed.

The legal description in a deed to a Unit shall identify the Unit number, building, the Declaration, and the Map.

#### 3.4 Contents of Exhibit "B"

Exhibit "B" to this Declaration furnishes the following information with respect to each Unit: the Unit designation, and the percentage interest of undivided ownership interest in the common areas which is appurtenant to the Unit. With respect to Percentage Interest, to avoid a perpetual series of digits and to obtain a total of one hundred percent (100%), the last digit has been adjusted, and rounded up or down to a value that is most nearly correct.

#### 3.5 Computation of Percentage Interests

The proportionate share of the Owner's interest in the Common Areas of the Project is based on the number of Units within the Project. All Units shall have an equal undivided ownership interest in the Common Areas. The maximum interest for each of the Unit Owners in the Common Areas shall be as set forth in aforesaid Exhibit "B."

### 4 EASEMENTS

#### 4.1 Easement for Encroachment

If any part of the Common Areas or Limited Common Areas encroaches on a Unit, an easement for the encroachment and for maintenance shall exist. If any part of a Unit encroaches upon the Common Areas or Limited Common Areas, an easement for the encroachment and for maintenance shall exist. Such

encroachments will not be considered to be encumbrances to the Common Areas, Limited Common Areas, or Units. Encroachment causes include, without limitation, errors in the original construction; errors in the Map; settling, rising, or shifting of the earth; or changes in position caused by repair or reconstruction of the Project.

#### **4.2 Access for Repair of Common Areas**

Some of the Common Areas are located within the Units. Some of the Common Areas are only accessible through the Units. The Association and other Owners shall have the irrevocable right to access each Unit for maintenance, repair, or replacement of the Common Areas. The Association and Owners' right of access shall be exercised by the Board. Except for emergency repairs, access shall be gained during reasonable hours after 24-hour notice. Neither the Board nor the Association shall be liable to an Owner for trespass or nuisance, if exercising this right of entry.

#### **4.3 Emergency Repairs**

The Board has the right to enter a Unit at any time to make emergency repairs. An emergency repair is one that is necessary to prevent an imminent threat of damage to the Common Areas or to another Unit. Neither the Board nor the Association shall be liable to an Owner for trespass or nuisance, if exercising this right of entry.

#### **4.4 Right of Ingress, Egress, and Enjoyment**

Each Resident, guest, or invitee has the right to ingress and egress across the Common Areas and Limited Common Areas necessary for access to his Unit. Subject to the Rules and Regulations, each Resident has a right to enjoyment of the Common Areas. The rights described in this Section are appurtenant to and pass with title to the Unit.

#### **4.5 Common Facilities Located within a Unit**

All Owners have an easement to use all pipes, wires, ducts, cables, conduits, public utility lines, structural supports, and other Common Areas located within a Unit, but serving their Unit. Each Unit is subject to an easement in favor of the other Units with pipes, wires, ducts, cables, conduits, public utility lines, structural supports, and other Common Areas located within a Unit, but serving other Units.

#### **4.6 Association Easement**

The Association, its Board, employees, agents, and contractors shall have non-exclusive easements to use the Common Areas and Limited Common Areas to perform their duties as assigned by the Governing Documents.

#### **4.7 Easement for Utility Services**

The Project is subject to a blanket easement over, across, above, and under it for ingress, egress, installation, maintenance, repair, and replacement of utilities. Utilities include, without limitation, water, sewer, gas, telephone, electricity, data, video, and cable.

## **5 MAINTENANCE**

### **5.1 Common Areas**

The Common Areas shall be maintained, repaired, and replaced by the Association. An owner may plant flowers in a Common Area flower bed adjoining their Unit. If an Owner plants flowers, the Owner and their successor shall be solely responsible to maintain and/or remove the flowers and the flowerbed in which the flowers have been planted.

## **5.2 Limited Common Areas**

The Owner shall keep the Limited Common Area in a clean, well maintained, sanitary condition. The Owner shall keep the Limited Common Areas free from snow, ice, debris, dirt, and any accumulation of water and is responsible for notifying the Board if unsafe conditions exist in the Limited Common Area.

The Limited Common Areas will be repaired and replaced by the Association. However, if the need for repair or replacement is caused by an Owner or their guests, tenants, or invitees, then the Owner shall pay for the repair or replacement.

## **5.3 Units**

Owners shall maintain, repair, and replace their Unit at their cost. An Owner's maintenance responsibility extends to all components of their Unit as defined in the Declaration, on the Map, and in the Condominium Act. Units shall be maintained so as not to detract from the appearance of the project and to maintain the value of any other Unit. Units shall be maintained to protect and preserve the health, safety, and welfare of the other Units and Common Areas. Prior to maintaining, repairing, or replacing exterior doors, windows, or exterior casings, an Owner must submit their plans showing color, style, and shapes for approval by the Association.

The Board, after notice and opportunity for hearing, or immediately in the case of an emergency, may assume the maintenance responsibility over a Unit if, in the opinion of the Board, the Owner is unwilling or unable to adequately provide such maintenance or to protect the Common Areas, Limited Common Areas, or neighboring Units. Should the Board exercise its right under this provision, it shall not be liable for trespass or nuisance and shall have the right to levy an Individual Assessment to recover its costs.

# **6 MEMBERSHIP AND ASSOCIATION**

## **6.1 Membership**

Every Owner is a Member of the Association. Membership in the Association is mandatory, is appurtenant to the Unit, and shall not be separated from the Unit.

## **6.2 Voting Rights**

The weight of an Owner's vote shall be determined by the Owner's Unit's Percentage Interest in the Common Areas. Voting is governed by the Bylaws.

## **6.3 Status and Authority of Board**

The Board is the governing body of the Association. It is obligated to manage, operate, and maintain the Project and to enforce the Governing Documents. The Board has exclusive authority to act in the Association's name. Any action taken by the Board on behalf of the Association will be deemed to be done in the Association's name. The rights and powers of the Board are governed by the Bylaws.

## **6.4 Composition and Selection of Board**

The Bylaws govern how the Board is established and selected.

# **7 USE RESTRICTIONS**

## **7.1 AGE RESTRICTIONS – HOUSING FOR OLDER PERSONS**

The Project is an age restricted community as allowed by the Housing for Older Persons Act, 42 USC §

3607(b)(2)(C), as may be amended from time to time (“HOPA”). The project shall be managed and operated in compliance with this Section and HOPA.

7.1.1 Advertising, Marketing, and Sales. All advertising, marketing, and sales materials or displays of any kind shall reflect that the Project is intended for housing for older persons. Ads shall substantially contain the following language: “55+ Age Restricted”, “55+ Adult Community”, or “Springbrook Villas Condominiums is intended and operated for residents 55 years of age or older as defined in the Housing for Older Persons Act (“HOPA”).”

Any sale and rental agreement shall be in writing and shall (1) provide that occupancy of the property shall be subject to the provisions of the Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and (2) state the following: “Springbrook Villas Condominiums is intended and operated for residents 55 years of age or older as defined in the Housing for Older Persons Act (“HOPA”).” In addition, rental agreements shall provide that failure by the lessee to comply with the terms of the Governing Documents shall be in default under the agreement. Sale and Rental Agreements shall be approved by the Board as to form and content prior to execution.

7.1.2 Approved Occupancy. The project is intended to be occupied by persons 55 years of age or older, as set forth in HOPA. “Occupied” means that a Resident has possession of the Unit and has the right to actually use or control such Unit. To ensure future compliance, the following restrictions apply:

7.1.2.1 A minimum of 90% of the Dwellings shall be occupied by at least one person 55 years of age or older;

To ensure that the project meets the age requirements for Residents, the Board shall create policies and procedures to verify the ages of occupants by reliable sources such as driver’s license, birth certificate, passport, immigration card, or military identification. Age verification shall be documented by survey or affidavit in a form which are authenticated and may be admissible in administrative or judicial proceedings.

## 7.2 Use of Units

Units may be used for single-family, age appropriate, residential use only. Home businesses are allowed as long as they do not increase traffic flow or have exterior indication of a business. Home businesses must be licensed and comply with zoning code.

## 7.3 No Obstruction of Common Areas

Owners and Residents shall not obstruct Common Area. Owners and Residents shall not use Common Areas for their private use, unless approved by the Board. Owners and Residents shall not store anything in the Common Areas, except for parking in designated parking areas. Owners and Residents shall not alter Common Areas. Owners and Residents may not damage or commit waste to the Common Areas.

## 7.4 Cancellation of Insurance/Nuisance

Owners and Residents shall not do or keep anything in a Unit, which would result in the cancellation of insurance or increase the premium. Owners and Residents shall not do or keep anything in a Unit which would violate a law. No noxious, destructive, or offensive activity shall be done in a Unit. No activity shall be done which creates a nuisance.

## 7.5 Rules and Regulations

Owners and Residents shall obey the Rules created by the Board.

## 7.6 Structural Alterations

No Owner or Resident shall make a structural alteration to their Unit without written Board approval.

## 7.7 Signs

Owners and Residents shall not post signs in the Common Area, without the Association's permission. The Association may make Rules allowing certain sign postings in the Common Areas. "For Rent" signs, and "For Sale" signs nine square feet or smaller may be posted in the Unit's window. Units not facing the street may display one "For Sale" or "For Rent" sign not exceeding nine square feet on Common Areas visible from the street. All "For Sale" or "For Rent" signs in the Project, whether placed by an Owner or by an agent, shall prominently display that this is an "55+ AGE RESTRICTED COMMUNITY."

## 7.8 Pets

One dog, cat, or other household pet under 20 pounds shall be allowed inside the Units within the Project if: (1) The owner or occupant accepts full liability for his or her pet; (2) Any pet allowed outside of the owner's Unit is accompanied by the owner and is on a leash and under control; (3) The pet owner promptly cleans up all of his or her pet's droppings; (4) The pet is licensed and vaccinated in accordance with Springville City or Utah County ordinances; (5) Upon request, the Board is given a copy of the pet's license and proof of vaccination, along with a description sufficient to describe the pet; (6) The pet owner complies with the administrative Rules and Regulations as they may be adopted or modified by the Board from time to time; and (7) No animals or birds of any kind shall be raised, bred, or kept in any of the Units, Common Areas, or Limited Common Areas.

Anything to the contrary notwithstanding, no pet shall be allowed to create or maintain a nuisance. At the discretion of the Board, after notice and a hearing, any pet that is considered to be a nuisance shall not be allowed to remain within the confines of the Project. For the purposes of this paragraph a nuisance is defined as any behavior which annoys or disturbs other owners or occupants, including but not limited to any abnormal, unreasonable or excessive barking, whining, or scratching; any behavior which creates an unacceptable odor, an unhygienic environment or a dangerous condition; or any behavior which establishes a propensity for harm.

If a pet owner violates applicable law or any of these covenants, conditions or restrictions, including any administrative pet Rules and Regulations, the Board shall have the express authority to issue citations or levy assessments, and collect these by judgment, lien or foreclosure. In extreme cases, the Board may require that the Owner remove his pet from the premises.

## 7.9 Vehicles

No motor vehicle or trailer, including but not limited to any automobile or any other transportation device of any kind may be parked or stationed in the Project except in designated parking areas. In addition to the provisions in this Section, the Board may create additional rules governing parking.

Commercial vehicles, truck tractors, mobile homes, or trailers (either with or without wheels), camper trailers, boats or other water craft, boat trailers, ATVs, UTVs, may only be parked in the Project for active loading and unloading.

Visitors may only park their motor vehicles temporarily in accordance with the Rules and Regulations promulgated by the Board.

No Owners or occupants shall repair or restore any motor vehicle of any kind upon any Common Areas or Limited Common Areas, except for emergency repairs, and then only to the extent necessary to enable



movement thereof to a proper repair facility. Inoperable vehicles or unregistered vehicles shall not be parked in any Common Areas or Limited Common Areas.

Motor Vehicles parked in unauthorized areas, or in violation of this Section or the parking Rules and Regulations established by the Board, may, at owner's expense, be towed away. The Board shall be required to follow all municipal ordinances and codes regarding towing enforcement prior to towing a vehicle.

All parking spaces shall be used for the purpose of parking motor vehicles and shall not be used as storage facilities.

Parking is prohibited in asphalt driveways or the turn-around areas at the end of any driveway.

#### **7.10 Aerials, Antennas, and Satellite Dishes**

It is the intent that this policy not be inconsistent, incongruent or in conflict with applicable local, state and federal legislation. Aerials, antennas and satellite dishes shall be prohibited within the Project, except (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multipoint distribution services which are one meter or less in diameter or diagonal measurement (hereafter referred to as "Permitted Devices") shall be subject to the Rules establishing a preferred hierarchy of acceptable locations and screening of all Permitted Devices, so long as such Rules do not unreasonably increase the cost of installation, maintenance, or use of the Permitted Device. Anything to the contrary notwithstanding, no Permitted Device may be located in the Common Areas without the express prior written consent of the Board. Permitted Devices may only be installed in, on, or within property which a party owns or is subject to his exclusive use. The Owner shall be responsible to repair any damage caused to a Unit or the Common Areas resulting from the installation or removal of a Permitted Device.

#### **7.11 Leases**

No Owner may lease less than the entire Unit. If an Owner desires to lease his Unit, he must comply with the following leasing restrictions:

7.11.1 All lease agreements shall be in writing, a signed copy of which shall be provided to the Association upon request.

7.11.2 Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

7.11.3 Notwithstanding a validly adopted fine resolution, violation of these leasing restrictions will be fined per violation at the maximum rate allowed by statute in the Condominium Act.

#### **7.12 Timeshares**

Timeshares and time-sharing of Units is prohibited. Under no circumstances shall any unit be owned or used as a "time period unit" as defined by Utah Code § 57-8-3(26), as amended from time to time.

## 8 ENFORCEMENT

### 8.1 Compliance

Each Owner and Resident shall comply with the Governing Documents. Failure to comply will be grounds for the remedies provided in this Declaration.

### 8.2 Remedies

The remedies for violations shall be levied against the Owner in all cases and the Residents in cases involving injunctive relief. Remedies shall not be mutually exclusive and can be exercised concurrently. The Association shall have rights to take the following actions to correct violations of the Governing Documents:

8.2.1 After 10 days notice, to enter a Unit and abate and remove any violation of the Governing Documents. Any expense incurred in abating the violation will be an individual assessment against the Owner. If the Association exercises this right of entry, they will not be guilty of any manner of trespass or nuisance;

8.2.2 To levy fines pursuant to procedures adopted by the Board. The procedures shall comply with the Condominium Act;

8.2.3 After notice and hearing, to terminate access to and use of recreational facilities or utilities paid for by the Association;

8.2.4 To suspend the voting right of the Owner; and

8.2.5 To bring suit for damages, to enjoin, abate, or remedy the violation on behalf of the Association and the Owners.

### 8.3 Action by Owner

An Owner may bring an action against another Owner or the Association for damages, to enjoin, abate, or remedy a violation being committed by another Owner or the Association.

### 8.4 Hearings

The board shall adopt procedures for hearings. When a hearing is requested or required, the hearing shall be conducted in accordance with the Board's procedures.

## 9 ASSESSMENTS

### 9.1 Covenant for Assessment

By accepting a deed or other conveyance, each Owner covenants and agrees to pay the Association all regular assessments, special assessments, emergency assessments, individual assessments, late penalties, and collection costs (including attorney's fees) whether or not a lawsuit is commenced. No Owner may exempt themselves from liability for assessments by abandonment of their Unit, failure of the Association to maintain the Common Areas, or non-use of the Common Areas. Except for foreclosures, the personal obligation for unpaid assessments, late fees, interest, and collection costs, including attorney's fees, shall pass to the successor in title. If title passes through foreclosure sale, the successor in title shall only be liable for six months unpaid assessments, late fees, interest, and collection costs, including attorney's fees. A successor in title is entitled to a statement from the Association setting forth the amounts due by

the prior owner. The amounts set forth in the statement shall be binding upon the Association. If an Owner loses their Unit to foreclosure or voluntarily conveys it, they shall remain personally liable for unpaid assessments, late fees, interest, and collection costs (including attorney's fees).

## **9.2 Annual Budget**

The Board shall prepare an annual budget for the Association. The annual budget shall provide for: the maintenance, repair, and replacement of the Common Areas; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect.

## **9.3 Reserve Account**

The Association shall establish a reserve account to fund long-term maintenance and replacement items. The Board shall use reasonable efforts to fund the reserve account. The Board shall not be personally liable for failure to fund the reserve unless gross negligence or intentional misconduct is proven in a court of law. The Board is authorized, without owner approval, to spend the money held in reserves or any Association account up to the full amount stated in the reserve study for any repair or replacement of the Common Areas, Limited Common Areas, or buildings.

## **9.4 Regular Assessment**

The Board shall fix the amount of the regular assessment for each Unit by dividing the total budget, including allocations to reserves, between the Units in accordance with the Unit's percentage ownership interest in the Common Areas. The Association may collect the regular assessment on an annual basis, semi-annual basis, quarterly basis, or monthly basis. Written notice of the regular assessment amount and payment schedule shall be sent to Owners at least 30 days in advance of the beginning of the fiscal year for which the regular assessment will be due. Apart from the initial notice of regular assessment, the Association is not obligated to send periodic invoices for regular assessments. If the Board fails to fix a regular assessment, the amount of the last regular assessment and payment schedule will continue in effect.

## **9.5 Special Assessment**

The Association may levy a special assessment for the purpose of defraying in whole or in part the cost of any reconstruction, maintenance, repair, or replacement of the Common Areas. The Association may levy a special assessment up to 5% of the annual assessment without approval from the Owners. If a special assessment exceeds 5% of the annual assessment, it must be approved by a majority of a Quorum of Owners.

## **9.6 Supplemental Assessment**

If the regular assessments are inadequate to pay the Common Expenses, the Board shall determine the amount of the shortfall. Once the amount of the shortfall is determined, the Board shall adopt a supplemental budget. The Association may levy a supplemental assessment to fund the supplemental budget for a period not to exceed 12 months. The Association may levy a supplemental assessment up to 15% of the original annual assessment without approval from the Owners. If a supplemental assessment exceeds 15% of the original annual assessment, it must be approved by 51% or more of the Owners.

## **9.7 Individual Assessment**

Any expenses attributable to less than all the Units may be assessed exclusively against the affected Units. Individual assessments include, without limitation:

- 9.7.1 Assessments levied against a unit to reimburse the Association for costs incurred in

correcting a violation of the Governing Documents;

9.7.2 Fines, late fees, interest, collection costs (including attorney's fees);

9.7.3 Services provided to a Unit due to an Owner's failure to maintain, for emergency repairs, or to protect the health, safety, and welfare of adjoining Units and Common Areas;

9.7.4 Reinvestment or transfer fees due at the transfer of a Unit. The amount of the reinvestment fee shall be determined by the Board, but shall not be more than 0.005 times the sale price of the Unit; and

9.7.5 Any charge described as an individual assessment by the Declaration.

### **9.8 Apportionment of Assessments**

Regular, special, and emergency assessments will be apportioned amount the Units based on their percentage ownership interest in the Common Areas. Individual assessments shall be apportioned exclusively to the Units benefitted or affected.

### **9.9 Capital Improvements**

A capital improvement is any improvement that adds an improvement to the Project with a useful life of more than 5 years, except plants and trees. A capital improvement does not include repairing or replacing existing improvements, Common Areas, or Limited Common Areas. The Board may add a capital improvement which costs up to 5% of the annual assessment without approval of the Owners. A simple majority of Owners (51% or more) shall approve any capital improvement costing more than 5% of the annual assessment.

### **9.10 Nonpayment of Assessment**

Assessments not paid within 10 days after the due date established by the Board will be late and subject to interest at 18% per annum on any delinquent balance and a late fee to be determined by the Board. Late fees may only be charged once per missed payment.

### **9.11 Application of Payments**

Partial payments shall be credited first to collection costs (including attorney's fees), then to interest and late fees, then to the oldest assessments, then the most recent assessments.

### **9.12 Acceleration**

If an Owner fails to pay their assessments for 61 days or more, the Board may elect to accelerate the remainder of the Assessments due that year.

### **9.13 Suspension of Voting Rights**

If an Owner has a delinquent assessment balance, the Association may suspend their right to vote.

### **9.14 Termination of Utility Service and Access to Recreational Facilities**

If an Owner fails to pay their Assessments, the Association may terminate utility services paid in common and access to recreational facilities. The Board shall establish procedures for terminating utilities and access to recreational facilities, which shall comply with the Condominium Act.

### **9.15 Collection of Rent from Tenant**

If an Owner rents their Unit and fails to pay their Assessment, the Association may demand the tenants to

pay the Association any rent owed to the Owner. Payment of rent to the Association shall not be a violation of the lease by the tenant. The Board shall establish procedures for collecting rents from tenants, which shall comply with the Condominium Act.

#### **9.16 Lien for Assessment**

All assessments, late fees, interest, and collection costs (including attorney's fees) not timely paid shall be a charge and continuing lien upon each Unit against which the assessment is made. The Association shall file a notice of lien with the county recorder as evidence of nonpayment.

#### **9.17 Enforcement of Lien**

Without waiving its right to personally pursue an Owner for unpaid assessments, the Association may foreclose its lien in the same manner as deeds of trust, mortgages, or any other manner permitted by Utah law. The Owners hereby convey and warrant pursuant to U.C.A. Sections 57-1-20 and 57-8-45 to a member of the Utah State Bar, with power of sale, the Lot and all improvements to the Lot for the purpose of securing payment of assessments under the terms of the Declaration.

#### **9.18 Subordination of Lien**

A lien for assessments shall be subordinate to a first Mortgage now or hereafter placed upon a Unit. The sale of a Unit pursuant to foreclosure of a first Mortgage shall extinguish the lien for assessments which became due prior to the foreclosure sale. A foreclosure will not relieve the purchaser's obligation to pay 6 months of assessments, late fees, and penalties.

## **10 INSURANCE**

### **10.1 Types of Insurance Maintained by the Association**

10.1.1 Property and liability insurance for the Project as required by Condominium Act;

10.1.2 Directors and officers for at least \$1,000,000.00; and

10.1.3 Fidelity bond or dishonest acts insurance for at least the value of the reserves and operating capital of the Association.

The Board may adopt insurance Rules and policies to maintain the insurability of the Project, keep the premiums reasonable, and enforce responsibilities of the Owners.

### **10.2 Insurance Company**

The Association shall use an insurance company knowledgeable with condominium insurance, which is licensed in Utah.

### **10.3 Premium as Common Expense**

The premiums for the Association's insurance policies shall be a Common Expense.

### **10.4 Insurance by Owner**

Owners shall obtain insurance for personal property, contents, and personal liability. Owners shall also obtain loss assessment and dwelling coverage in the amount of the Association's deductible.

**10.5 Payment of Deductible**

The deductible on a claim made against an Association policy shall be allocated amongst the parties to the loss as described in Condominium Act, as amended or replaced from time to time.

**10.6 Right to Adjust Claims**

The Association has the right and authority to adjust claims.

**10.7 Partial Destruction of the Project/Insurance Proceeds**

If a portion of the Project for which insurance is required is damaged or destroyed, the Association shall repair or replace the portion within a reasonable time unless:

10.7.1 The Project is terminated;

10.7.2 Repair or replacement would be illegal under a state statute or local ordinance governing health or safety; or

10.7.3 At least 75% of the undivided interests in the common areas vote not to rebuild.

If the Project is terminated, the Association shall disburse the insurance proceeds as allowed by law.

The cost of any repair or replacement in excess of insurance proceeds shall be a common expense for which the Association may levy a special assessment in accordance with this Declaration. If the loss is not covered by insurance, each party shall, at their expense, repair their respective areas as outlined in this Declaration.

**10.8 Complete Destruction of the Project/Insurance Proceeds**

If the entire Project is damaged or destroyed and not repaired or replaced:

10.8.1 The Association shall use the insurance proceeds attributable to the damaged Common Areas to restore the damaged area to a condition compatible with the remainder of the Project;

10.8.2 The Association shall distribute the insurance proceeds attributable to the Units and Common Areas that are not rebuilt to:

10.8.2.1 The Owners of the Unit that are not rebuilt;

10.8.2.2 The Owner of the Units to which those Common Areas that are not rebuilt were allocated; or

10.8.2.3 The Mortgagees; and

10.8.3 The Association shall distribute the remainder of the proceeds to all the Owners or Mortgagees in proportion to the common expense liabilities of all the Units.

**11 CONDEMNATION**

**11.1 Condemnation**

The Board shall represent all Owners and the Association in any condemnation proceeding for Common

Areas or Limited Common Areas. Any proceeds from a condemnation proceeding for Common Areas and Limited Common Areas shall be payable to the Association. The Association will use any condemnation proceeds for the benefit of the Owners and their Mortgagees.

## 12 MORTGAGEES

### 12.1 Eligible Mortgagees

A Mortgagee that fails to provide written request for notice to the Association shall not be an Eligible Mortgagee. Only Eligible Mortgagees are entitled to notice or any other rights extended to Mortgagees in the Governing Documents.

### 12.2 Notices of Action

Upon written request, an Eligible Mortgagee will be given timely notice of the following:

12.2.1 Any proposed amendment to the Governing Documents affecting:

12.2.1.1 The boundaries of a Unit or easement rights of an Owner;

12.2.1.2 A Unit's undivided ownership interest in the Common Areas; or

12.2.1.3 The calculation of assessments or votes;

12.2.2 Any proposed termination of the Project or Declaration;

12.2.3 Any condemnation or casualty loss which materially affects the Project or a Unit on which there is a Mortgage;

12.2.4 An Owner subject to a Mortgage who is 60 days past due in payment of assessments;

12.2.5 A lapse, cancellation, or material modification of any insurance policy required under this Declaration.

### 12.3 Restoration or Repair of Project

If the Project is partially damaged by an insurable loss, it shall be restored to the original design of the Project unless 51% of the Eligible Mortgagees approve a change.

### 12.4 Termination of Declaration after Substantial Destruction

51% of Eligible Mortgagees must approve any Owner vote to terminate the Project after substantial destruction or condemnation.

## 13 MISCELLANEOUS

### 13.1 Amendment of Declaration

Owners representing 67% or more of the undivided ownership interests in the common areas must approve any amendment to the Declaration. However, the Board may amend without Owner approval, to correct misspellings or grammar. 51% of Eligible Mortgagees must approve any amendment to this Declaration affecting the following provisions:

- 13.1.1 Calculation of votes based on undivided ownership interest in the Common Areas;
- 13.1.2 Calculation of assessments based on undivided ownership interest in the Common Areas or priority of liens;
- 13.1.3 Rights to use the Common Areas;
- 13.1.4 Maintenance responsibilities;
- 13.1.5 Expansion or contraction of the Project;
- 13.1.6 Convertibility of Units to Common Area or vice versa;
- 13.1.7 The undivided ownership interests in the Common Areas and Limited Common Areas;
- 13.1.8 Imposition by the Association of a right of first refusal or similar restriction on the right of an Owner to sell or transfer a Unit;
- 13.1.9 If professional management is required by a governmental institution, the establishment of self-management;
- 13.1.10 Any provision expressly benefitting a Mortgagee.

**13.2 Termination of Declaration**

Owners representing 75% or more of the undivided ownership interests in the Common Area must approve a termination of the Declaration. If terminating for any reason other than destruction or condemnation, 51% or more of Eligible Mortgagees must approve termination of the Declaration.

**13.3 Votes without a Meeting**

The Association may collect votes without a meeting as outlined in the Bylaws.

**13.4 Service of Process**

The registered agent of the Association will be the Person named in the corporate records on file with the Utah State Department of Commerce.

If the corporate status of the Association expires, the president shall be the successor agent. The name and address of the president shall be kept with the Association's records at its principal place of business.

**13.5 Taxes on Units**

Each Unit and its undivided percentage interest in the Common Areas is subject to separate taxation of each taxing authority. Consequently, no taxes will be assessed against the Project except for Association personal property. Each Owner will pay all taxes which may be assessed against him or his Unit.

**13.6 Covenants Run with the Land**

The Declaration contains covenants which run with the land and create equitable servitudes. The Declaration shall be binding upon and inure to the benefit of the Association, all parties who hereafter acquire any interest in or occupy a Unit or any part of the Project, their heirs, successors, assigns, grantees, devisees, personal representatives, guests, and invitees. Each Owner or Resident shall comply with the Governing Documents. All interests in the Units shall be subject to the Governing Documents. Failure to comply shall be grounds for an action for damages or injunctive relief by the Association or an



Owner. By acquiring any interest in a Unit, each Owner or Resident agrees to be bound by the Governing Documents.

**13.7 Severability**

If any provision of the Declaration is determined to be invalid or unenforceable, it shall not affect the remaining provisions of the Declaration.

**13.8 Waiver**

No provision of the Declaration shall be waived or abrogated by reason of a failure to enforce it.

**13.9 Gender**

The use of one gender shall be deemed to refer to all genders. The use of the singular shall be deemed to refer to the plural and vice versa.

**13.10 Headings**

The headings are for reference only and not to describe, interpret, limit, extend or affect the content of the Declaration.

**13.11 Conflicts**

If the Declaration conflicts with the Condominium Act, the Condominium Act shall control. If the Declaration conflicts with the Map, the Map shall control. If the Declaration conflicts with the Bylaws, Articles, or Rules and Regulations, the Declaration shall control.

**13.12 Effective Date**

The Declaration and any amendments take effect upon recording in the Utah County Recorder's Office.

IN WITNESS WHEREOF, the Management Committee certifies that more than 67% of the voting power of Unit Owners approved this Declaration, has caused this Declaration to be executed by its duly authorized officers.

DATED: \_\_\_\_\_.

RICHARD C SAVAGE  
By: [Signature]  
Its: Management Committee Member

Stephen K. Nyman  
By: [Signature]  
Its: Management Committee Member

SYLVIA ANN BENNETT  
By: [Signature]  
Its: Management Committee Member

LISBETH M. HOPPER  
By: [Signature]  
Its: Management Committee Member

DOUGLAS G. HAMILTON  
By: [Signature]  
Its: Management Committee Member

STATE OF UTAH )  
 )  
:SS.  
County of UTAH )

On this 19 day of NOV, 2014, personally appeared before me Richard C. Savage who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration and did certify that more than 67% of the voting power of Unit Owners approved this Declaration.

[Signature]  
NOTARY PUBLIC

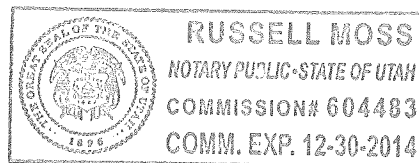
STATE OF UTAH )  
 )  
:SS.  
County of UTAH )



On this 19 day of NOV, 2014, personally appeared before me Stephen K. Nyma who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration and did certify that more than 67% of the voting power of Unit Owners approved this Declaration.

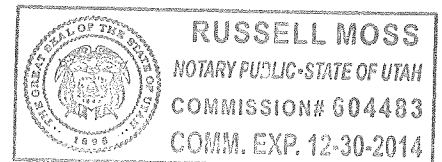
[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
 )  
:SS.  
County of UTAH )



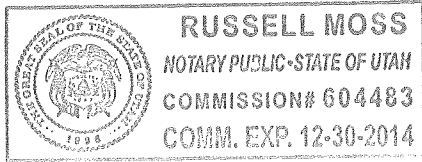
On this 24 day of NOV, 2014, personally appeared before me Sylvia A. Bennett who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration and did certify that more than 67% of the voting power of Unit Owners approved this Declaration.

[Signature]  
NOTARY PUBLIC



STATE OF UTAH )  
 )  
:SS.  
County of UTAH )

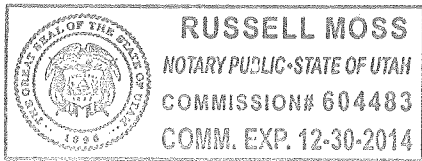
On this 24 day of NOVEMBER, 2014, personally appeared before me Lesbeth Hopper who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration and did certify that more than 67% of the voting power of Unit Owners approved this Declaration.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
 )  
:SS.  
County of UTAH )

On this 17 day of NOV., 2014, personally appeared before me Douglas G. Hamilton who being by me duly sworn, did say that they are the agent of the Association authorized to execute this Declaration and did certify that more than 67% of the voting power of Unit Owners approved this Declaration.



[Signature]  
NOTARY PUBLIC

**Exhibit A**

**Legal Description**

All property located in the Springbrook Villas Condominiums as shown on the Plat Maps as follows:

ALL OF SPRINGBROOK VILLAS CONDO PLAT A:

Parcel Numbers: 66:137:0001 through 66:137:0065

ALL OF SPRINGBROOK VILLAS CONDO PLAT C:

Parcel Numbers: 66:274-0065 through 66:274:0073

ALL OF SPRINGBROOK VILLAS CONDO PLAT D:

Parcel Numbers: 66:282:0073 through 66:282:0079

ALL OF SPRINGBROOK VILLAS CONDO PLAT E:

Parcel Numbers: 66:283:0079 through 66:283:0087

ALL OF SPRINGBROOK VILLAS CONDO PLAT F:

Parcel Numbers: 66:284:0087 through 66:284:0095

ALL OF SPRINGBROOK VILLAS CONDO PLAT G:

Parcel Numbers: 66:285:0095 through 66:285:0103

ALL OF SPRINGBROOK VILLAS CONDO PLAT H:

Parcel Numbers: 66:286:0103 through 66:286:0111

ALL OF SPRINGBROOK VILLAS CONDO PLAT I:

Parcel Numbers: 66:287:0111 through 66:287:0119

ALL OF SPRINGBROOK VILLAS CONDO PLAT J:

Parcel Numbers: 66:288:0119 through 66:288:0127

**Exhibit B**

**Undivided Ownership Interest**

<u>Units</u>	<u>Percentage Interest in the Common Areas</u>
All Units	1/126 <sup>th</sup> = 0.79365%

## Exhibit C

### Bylaws of Springbrook Villas Condominiums Owners Association, Inc.

## 1 BYLAW APPLICABILITY/DEFINITIONS

### 1.1 Definitions

The capitalized terms used in the Bylaws shall have the same meaning given to them in the Declaration, unless otherwise specifically stated.

### 1.2 Bylaw Applicability

The provisions of these Bylaws are binding upon the Association and the Owners. All present and future Owners shall be subject to these Bylaws, as amended from time to time. Acquisition of any Unit constitutes an acknowledgment that the Owner has agreed to and ratified these Bylaws and will comply with them.

## 2 ASSOCIATION

### 2.1 Composition

All of the Owners acting as a group in accordance with the Governing Documents shall constitute the Association. Except for matters specifically reserved for a vote of the Owners, administration of Association affairs shall be performed by the Board on behalf of the Owners.

### 2.2 Annual Meeting

Annual meetings shall be held once a year. The date, time, and place of the annual meeting shall be determined by the Board. The Association shall send notice of annual meetings at least 20 days in advance of the meeting. At the annual meeting the Association shall conduct the following business:

- 2.2.1 Roll call and verification of Quorum;
- 2.2.2 Approval of minutes from preceding annual meeting;
- 2.2.3 Reports of officers;
- 2.2.4 Special committee reports;
- 2.2.5 Election of directors;
- 2.2.6 Unfinished business from preceding annual meeting; and
- 2.2.7 New business.

### 2.3 Special Meeting

Special meetings may be held at any time for any purpose. A special meeting may be called by a majority of the Directors or upon petition of at least 20% of the Owners in good standing. The Association shall

schedule and send notice of a special meeting within 30 days of request. The notice of a special meeting shall state the date, time, place, and purpose of the meeting. The Association shall send notice of a special meeting at least 10 days in advance of the meeting. No business may be transacted at a special meeting except as stated in the notice.

#### **2.4 Place of Meeting**

Meetings shall be held at a place designated by the Board and stated in the notice of meeting. Meetings shall be held in Utah County.

#### **2.5 Conduct of Meeting**

The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and take record of all resolutions adopted at the meeting.

#### **2.6 Quorum of Owners**

A Quorum of Owners shall be the Owners present in person or by proxy at a properly called meeting of the Association.

#### **2.7 Voting**

Each Owner's vote is equal to his percentage ownership interest in the Common Areas. If a Unit is owned by more than one Person and multiple Owners are present at a meeting, the vote appertaining to that Unit shall be cast by agreement of a majority of the Owners. If a Unit is owned by more than one Person and a single Owner is present at a meeting, the vote appertaining to that Unit shall be cast by the Owner present. The Association may conclusively presume the consent of all a Unit's Owners when a vote is cast by a Unit with multiple Owners.

Except where a greater number is required by the Governing Documents or the Nonprofit Act and elections of directors, any decision requiring Owner consent shall be passed by majority vote of a Quorum of Owners.

#### **2.8 Good Standing**

An Owner shall be in good standing if he has paid assessments levied against his Unit, including late fees, interest, fines, collection costs, and attorney fees. An Owner must have paid in full at least three days prior to the meeting or action.

#### **2.9 Proxies**

An Owner in good standing may vote or otherwise act by proxy. An Owner may appoint a proxy by signing a proxy appointment form. The proxy appointment form may be submitted to the Association in person, by mail, or electronically. The proxy appointment form must name a proxy, be dated, and signed by the Owner. Any proxy appointment form that does not contain a proxy's name, date, and signature shall be void. A proxy appointment form is valid until revoked by the Owner's attendance at a meeting, a signed and dated revocation delivered to the Association, a subsequent proxy appointment, notice of death or incapacity of the Owner, or the passage of 11 months.

#### **2.10 Mail-in Ballots**

Any action requiring a vote of the Owners, except election of directors, may be taken by mail-in ballots. Action by mail-in ballot shall comply with the procedures set forth in Nonprofit Act Section 16-6a-709, as it may exist at any given time. A combination of mail-in ballots, ballots collected electronically, and ballots cast in person may be used.

### **2.11 Written Consent in Lieu of Vote**

Any action requiring a vote of the Owners, except election of directors, may be taken by written consent. Action by written consent shall comply with the procedures set forth in Nonprofit Act Section 16-6a-707, as it may exist at any given time. Written consents may be collected electronically.

## **3 BOARD OF DIRECTORS**

### **3.1 Number of Directors**

There shall be five Directors. Directors shall be Owners. If the Owner is a business entity or trust, a director, member, manager, officer, or trustee may serve as a Director.

### **3.2 Selection and Term of Directors**

Unless appointed by the Board under this Article, Directors shall be elected by the Owners. Cumulative voting shall not be permitted. The candidates with the most votes shall be elected.

Directors shall serve staggered terms of three years. Directors shall hold office until their successor is elected. If the Directors' terms become non-staggered (*i.e.*, after removal of the entire Board or change in the number of Directors), the initial term of each member (1 or 2 years) shall be decided by vote of the newly elected Directors at their organization meeting.

### **3.3 Vacancies**

Director vacancies, for any reason other than removal by vote of the Association, shall be filled by vote of a majority of the remaining Directors. The Board shall conduct a special meeting for the purpose of filling the vacancy. The meeting shall be valid even if a Quorum is not present. Each replacement Director shall serve until the next annual Owners' meeting, then the vacancy shall be filled by vote of the Owners. The replacement Director elected by the Owners shall serve the remaining term of the replaced Director.

### **3.4 Removal of Directors**

A Director may be removed with or without cause by vote of a majority of a Quorum of Owners. If the Owners propose to remove a Director, the Association shall give the Director and Owners at least 15 day written notice of the meeting and the purpose of the meeting. The Director shall be given an opportunity to be heard at the meeting prior to the vote to remove him. At any meeting where a Director is removed by the Owners, the Owners must vote to replace the Director. The replacement will serve the remaining term of the removed Director.

Any Director who allows his assessments to become more than 90 days past due may be removed and replaced by vote of a majority of the Board. The Board shall give the Director 10 day written notice to cure the default prior to voting to remove the Director.

### **3.5 Organization Meeting**

The Directors shall hold a meeting following the annual owners meeting for the purpose of electing officers. Notice of the organization meeting shall be given verbally at the annual meeting. The organization meeting shall be conducted as soon as possible after the annual meeting.

### **3.6 Regular Meetings**

The Board shall hold regular meetings. The Board shall determine frequency, times, and locations of regular meetings. However, the Board shall conduct at least two regular meetings per year. Notice of



regular meetings shall be given to each Director at least five days prior to the meeting.

### **3.7 Special Meetings**

A Director may call a special meeting of the Board. Notice shall be given at least three days prior to the meeting. Notice shall state the time, place, and purpose of the meeting.

### **3.8 Conduct of Meetings**

The President shall preside over all meetings of the Board. The Secretary shall take minutes of the Board meetings and shall make record of all resolutions.

### **3.9 Quorum of Board**

A majority of the Board shall constitute a quorum. A quorum shall be required to conduct business at a meeting. If less than a quorum is present at a meeting, the majority of those present may adjourn the meeting until such time as a quorum is present. Once established, a quorum will be present even if directors leave. Directors may attend a meeting telephonically, via video conference, or by any other means allowing a Director to participate in real-time with the other Directors.

### **3.10 Waiver of Meeting Notice**

Directors may waive notice of meetings in writing. A waiver shall be deemed equivalent to notice. Attendance of a Director at a meeting will be considered a waiver of notice, unless the Director attends to dispute notice. If all Directors are present at a meeting, notice of the meeting is waived and any business may be conducted.

### **3.11 Action without Meeting**

Any action by the Board may be taken without a meeting if all the Directors give written consent to the action. Written consent may be given in person, by mail, or electronically. The Association shall file the written consents with its record of minutes.

### **3.12 Powers and Duties**

The Board shall manage the affairs and business of the Association. The Board is vested with all power and authority necessary to administer the affairs of the Association in accordance with the Governing Documents. The Board may do any act required or allowed by the Governing Documents, the Condominium Act, the Nonprofit Act, or any other rule of law.

Subject to the limitations contained in the Declaration, Bylaws, or Condominium Act, the Board shall have the following authority:

- 3.12.1 Prepare an annual budget and establish what constitutes a Common Expense;
- 3.12.2 Adopt and amend rules, regulations, policies, and procedures governing the Common Areas, administration of the Association, and to enforce and interpret the Governing Documents;
- 3.12.3 Enter into contracts on behalf of the Association for the benefit of the Project;
- 3.12.4 Delegate authority to a managing agent to act on behalf of the Association;
- 3.12.5 Provide for the maintenance, repair, and replacement of the Common Areas;

3.12.6 Hire, contract for, and terminate personnel or contractors necessary for the maintenance repair and replacement of the Common Areas and administration of Association business. Provide for the compensation of personnel. Purchase supplies, equipment, and materials for use in the Association.

3.12.7 Open and maintain bank accounts on behalf of the Association. Designate authorized signers for the bank accounts;

3.12.8 File lawsuits or initiate other legal proceedings on behalf of the Association.

3.12.9 Defend lawsuits, administrative actions, and other legal proceedings against the Association;

3.12.10 Paying costs of any services rendered to the Project or multiple Owners, but not billed to the Owners individually;

3.12.11 Keep books with detailed accounts of the receipts and expenditures of the Association. Make the books available to the Owners as required by the Condominium Act and Nonprofit Act. The books shall be kept in accordance with generally accepted accounting practices. Upon resolution by the Board, retain an independent auditor to audit the books;

3.12.12 To grant easements, licenses, or permission over, under, and through the Common Areas;

3.12.13 Upon approval by 67% of the ownership interest in the Common Areas, to convey Common Areas;

3.12.14 Create committees;

3.12.15 Any other act allowed or required by the Governing Documents, the Condominium Act, or the Nonprofit Act;

3.12.16 Any act allowed or required to be done in the name of the Association.

**3.13 Manager**

The Board may employ a manager to perform such duties and services as the Board shall authorize. The Board may delegate to the manager all powers granted to the Board and officers by the Governing Documents. However, the manager must obtain the Board’s written consent to exercise the powers listed in Bylaw Sections 3.12.2, 3.12.7, 3.12.8, 3.12.9, 3.12.12, 3.12.13, 3.12.14.

**3.14 Compensation**

Directors may seek reimbursement for actual costs and mileage incurred during their service.

**3.15 Limitation of Liability**

The Directors shall not be liable to the Owners for any mistake of judgment, negligence, or other errors, unless it was by willful misconduct or criminal conduct. The Association shall indemnify and hold the Directors harmless against liability to third parties for actions taken on behalf of the Association, while acting in their capacity as Director, unless the action constitutes willful misconduct or criminal conduct.

## 4 OFFICERS

### 4.1 Election and Term of Officers

The officers of the Association shall be elected by the Board. Officers shall be Directors. Officers shall serve one year terms and shall serve until their successor is elected.

### 4.2 Removal of Officers

The Board may remove any officer with or without cause by affirmative vote of a majority of a quorum of the Board. If an officer is removed, the Board shall replace them.

### 4.3 Offices

The Association officers shall be president, vice president, secretary, and treasurer. The Board may appoint assistant officers as it may deem necessary. Except for the president, the same person may hold two offices.

#### 4.3.1 President

The president shall be the chief executive officer. He shall preside at meetings of the Association and the Board. He shall be an unofficial member of all committees. He shall have general and active management of Association business. He shall see that all resolutions and policies of the Association are executed.

#### 4.3.2 Vice President

The vice president shall perform the duties and exercise the powers of the president in the absence or disability of the president. If the president and vice president are unable to act, the Board shall appoint a Director to fulfill the duties on an interim basis.

#### 4.3.3 Secretary

The secretary shall attend all meetings and take minutes thereof. He shall also make record of all resolutions, rule, policies, and procedures. He shall give or cause to be given notice of all meetings. He shall compile or cause to be compiled a complete list of the owners and their contact information.

#### 4.3.4 Treasurer

The treasurer shall oversee the finances of the Association. He shall be responsible to ensure that the Association has full and accurate records of income and expenses. He shall give financial reports at regular Board meetings and the annual Owners' meeting.

### 4.4 Delegation of Duties

The Association officers may delegate any of their duties to a manager or to committee. However, the officers shall be responsible to oversee and ensure that the duties so delegated are being properly discharged.

## 5 NOTICE

### 5.1 Manner of Notice

All notices and other communications required under the Governing Documents shall be in writing. Notices to Owners may be delivered using the following methods:

- 5.1.1.1 By professional courier service or First-class U.S. mail, postage prepaid, to the address of

the Unit or to any other address designated by the Owner in writing to the Association;

5.1.1.2 By hand to the address of the Unit or to any other address designated by the Owner in writing to the Association; or

5.1.1.3 By facsimile, electronic mail, or any other electronic means to an Owner's number or address as designated by the Owner in writing to the Association or used by the Owner to send communication to the Association.

5.1.2 Notice to the Association may be delivered using the following methods:

5.1.2.1 By professional courier service or First-class U.S. mail, postage prepaid, to the principal office of the Association as designated in writing to the Owners; or

5.1.2.2 By facsimile, electronic mail, or any other electronic means to the Associations official electronic contact as designated in writing to the Owners.

5.1.2.3 Notices sent U.S. mail shall be deemed received 5 business days after being sent. Notices hand delivered or sent via courier or electronic means shall be deemed received upon delivery.

**5.2 Waiver of Notice**

Whenever any notice is required under the Governing Documents, the Condominium Act, or the Nonprofit Act, an owner may waive notice in writing. The waiver may be signed before or after the time for notice. A waiver of notice shall be equivalent to notice.

**6 FINANCES**

**6.1 Fiscal Year**

The fiscal year of the Association shall be the calendar year.

**6.2 Checks, Agreements, Contracts**

All checks, contracts deeds, leases, and other instruments used for expenditures or obligations shall be executed by a director or the manager, if authorized by the Board.

**6.3 Availability of Records**

Association financial records shall be available as provided by the Condominium Act and Nonprofit Act.

**7 AMENDMENT TO BYLAWS**

**7.1 Amendments**

These Bylaws may be amended by the Board, unless it would result in changing the rights, privileges, preferences, restrictions, or conditions of a membership class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions, or conditions of another class. These Bylaws may also be amended by a majority vote of the Owners.

**7.2 Recording**

Any amendment to these Bylaws shall become effective on the date it is recorded in the Utah County Recorder's Office.

**8 MISCELLANEOUS**

**8.1 Office**

The principal office of the Association shall be located at any place within the State of Utah which may be designated from time to time by the Board.

**8.2 Conflicts**

The Bylaws are subordinate to any conflicting provisions in the Condominium Act, the Nonprofit Act, the Articles, the Map, or the Declaration. The Bylaws are superior to the Rules and Regulations, and policies of the Association.

**8.3 Severability**

If any provision of these Bylaws is held by a court of law to be invalid, the validity of the remainder of these Bylaws shall not be affected.

**8.4 Waiver**

No provision of these Bylaws shall be deemed to be waived because of a failure to enforce the provision.

**8.5 Captions**

The captions contained in these Bylaws are for convenience only. The captions shall not be used to interpret, limit, or enlarge the provisions of these Bylaws.

**8.6 Gender, etc.**

Whenever the context so requires, the singular shall include the plural and vice versa. The use of any gender shall include all genders.

IN WITNESS WHEREOF, the Management Committee executes these Bylaws certifying that Owners representing a majority of the total votes of the Association have affirmatively approved these Bylaws.

DATED: 11-24-2014.

Stephen R. Nyman  
By: Stephen R. Nyman  
Its: Management Committee Member

Sylvia A. Bennett  
By: Sylvia A. Bennett  
Its: Management Committee Member

RICHARD C SAUSAGE  
Richard C Sausage  
By: Richard C Sausage  
Its: Management Committee Member

LISBETH M. HOPPER  
By: Lisbeth M Hopper  
Its: Management Committee Member

DOUGLAS G. HAMILTON  
By: Douglas G Hamilton  
Its: Management Committee Member