

**AMENDED & RESTATED DECLARATION OF CONDOMINIUM
OF THE COUNTRYSIDE CONDOMINIUM PROJECT
(Salt Lake County, Utah)**

THIS AMENDED & RESTATED DECLARATION OF CONDOMINIUM OF THE COUNTRYSIDE CONDOMINIUM PROJECT (“Declaration”) is hereby adopted by Countryside Homeowners Association (“Association”), for and on behalf of its Members, and made effective as of the date recorded in the Salt Lake County Recorder’s Office.

RECITALS:

(A) This Declaration affects and concerns the real property located in Salt Lake County, Utah and more particularly described in **Exhibit “A”** attached hereto (“Property”).

(B) On or about August 30, 1982, a Plat Map depicting Countryside Condominiums was recorded in the Salt Lake County Recorder’s Office as Entry No. 3706730.

(C) On or about August 30, 1982, a Declaration of Condominium of the Countryside Condominium Project (“Enabling Declaration”) was recorded in the Salt Lake County Recorder’s Office as Entry No. 3706729.

(D) On or about September 15, 1982, an Amendment to the Declaration of Condominium for the Countryside Condominium Project (“First Amendment”) was recorded in the Salt Lake County Recorder’s Office as Entry No. 3711598.

(E) On or about June 3, 1983, an Amendment to the Declaration of Condominium of the Countryside Condominium Project (“Second Amendment”) was recorded in the Salt Lake County Recorder’s Office as Entry No. 3800877.

(F) On or about September 4, 1986, an Amendment to the Declaration of Condominium of the Countryside Condominium Project (“Third Amendment”) was recorded in the Salt Lake County Recorder’s Office as Entry No. 4307746.

(G) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce on or about June 29, 2006. The Association is hereby authorized to file the Amended & Restated Articles of Incorporation of Countryside Homeowners Association (“Articles”) with the State of Utah, a copy of which has been previously provided to and approved by the Owners.

(H) The Association and its Members desire that the Board amend the bylaws for the

Association and hereby authorize and approve the recording of the Amended & Restated Bylaws of Countryside Homeowners Association, a copy of which is attached hereto as **Exhibit “B”** (“Bylaws”). These Bylaws, as amended, shall be the sole Bylaws for the Property.

(I) The Property is subject to certain protective covenants, conditions, restrictions, and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Project. Common Areas and Limited Common Areas are those areas that are depicted in the recorded Plat or as described in this Declaration. The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Condominium Ownership Act, Utah Code Ann. § 57-8-101 *et. seq.*, and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative. This Declaration shall amend, replace, and supersede all prior declarations and amendments, except existing rules (to the extent consist with the Declaration) remain in effect until amended or replaced by the Association.

(J) These Recitals are made a part of this Declaration.

CERTIFICATION

Pursuant Article III(37), this Declaration was approved and adopted by at least 67% of the total undivided ownership interest in the Common Areas. The Association has not received any written requests from Eligible Mortgagees for further notice. By signing below, the Board hereby certifies that the above-described approval was obtained, approving, and consenting to the recording of this Declaration, the Bylaws and filing of the Articles.

COVENANTS, CONDITIONS AND RESTRICTIONS

ARTICLE I **DEFINITIONS**

1.0 Unless the context clearly requires the application of a more general meaning, the following terms, when used in the Declaration, shall have the following meanings:

(A) “Act” means the Utah Condominium Ownership Act, Utah Code Ann. Sections 57-8-101 *et. seq.*

(B) “Allocated Interest” shall mean the undivided interest of an Owner, expressed as a percentage, in the Common Areas and facilities. The Allocated Interest is also utilized for purposes of calculating Assessments and voting rights in the Association. The Project is divided into 87 Units, with each Unit allocated a percentage interest as described in **Exhibit “C”** attached hereto.

(C) “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee created by this Declaration, the Bylaws, and/or Articles. If no ACC is created, the Board shall assume all duties and authority of the ACC.

(D) "Assessment" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee, or other charge.

(E) "Articles" shall mean the Amended & Restated Articles of Incorporation for the Association, as amended from time to time.

(F) "Association" shall mean Countryside Homeowners Association and as the context requires, the officers or directors of that Association.

(G) "Board" or "Board of Directors" shall mean the duly elected and acting Board of Directors of the Association. Board of Directors shall be synonymous with "Management Committee" as utilized in the Utah Condominium Ownership Act.

(H) "Building" or "Buildings" are comprised of all the buildings within the Project, containing Units, as further set forth in the Plats and this Declaration.

(I) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit "B."**

(J) "City" shall mean Midvale, Utah and its appropriate departments, officials, and committees.

(K) "County" shall mean Salt Lake County, Utah and its appropriate departments, officials, and committees.

(L) "Common Areas" shall mean and refer to all property in the Project owned in common by the Owners including, but not limited to, the following items:

- i. All Common Areas and facilities designated as such in the Plat(s) or in this Declaration;
- ii. All real property and Improvements included within the Project that are not part of a Unit or Limited Common Area;
- iii. Structural Elements of the Buildings and Units including: the front porch area, porch hand rails, stairs and entrance to the Buildings, foundations, columns, girders, beams, supports, supporting, main walls, (including any bearing walls, even if the bearing wall is located within the interior of a Unit), common walls, floors, sub-floors, sub-roofs and ceilings between Units or between a Unit and a Common Area, other than the interior surfaces of such floor or ceiling, which interior surfaces form part of the Unit (specifically excluding the interior surface of the walls, floors, and ceilings,

- windows and glass, skylights, and doors);
- iv. Building exteriors and roofs, rain gutters and downspouts.
 - v. Chimney structures (brick and mortar) located on a Building roofs (chimney piping, fireplaces, and related items are part of the Unit);
 - vi. Exterior hose bibs;
 - vii. Halls, corridors, stairs, stairways, , entrances, and exists which are designed for the use of more than one Unit.
 - viii. Shared utility closets.
 - ix. All H-landscaping in the Project (notwithstanding, the Association may adopt further rules with regard to small flowerboxes and related items being maintained by the appurtenant Owner):-
 - x. Private Roads.
 - xi. Visitor Parking;
 - xii. Sidewalks and walkways.
 - xiii. Perimeter fencing.
 - xiv. Breezeways, exterior stairways.
 - xv. Community mailboxes;
 - xvi. The Project's outdoor lighting;
 - xvii. RV parking area;
 - xviii. Two tennis courts;
 - xix. Swimming pool and related facilities;
 - xx. All tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.
 - xxi. All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Owners.
 - xxii. All utility installations and all equipment connected with or in any way related to the furnishing of utilities to two or more Units.
 - xxiii. All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of the Owners.

(M) "Common Expenses" means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas (or Limited Common Areas where applicable); (B) providing facilities, utilities, services and other benefits to Owners as set forth in this Declaration; (C) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (D) levying, collecting and enforcing the assessments; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(N) "Declaration" shall mean this Amended & Restated Declaration of Covenants,

Conditions and Restrictions for Countryside Condominiums Project, together with any subsequent amendments or additions through subsequent recording amendments or supplements.

(O) “Governing Documents” shall mean this Declaration, Bylaws, Articles, Rules, and any other documents or agreements binding upon an Owner.

(P) “Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to Buildings, Units, walkways, stairways, retaining walls, landscaping, decks, patios, poles, lighting, signs, satellite dishes or other antennas, and exterior mechanical equipment.

(Q) “Limited Common Areas” shall mean those areas identified as Limited Common Areas on the Plat, Parking Map, or described in this Declaration, owned in common by the Owners pursuant to their Allocated Interest but for the exclusive use and enjoyment of the appurtenant or assigned Units and includes:

- (i) all rear enclosed patio areas (including privacy fencing surrounding patio area);
- (ii) balconies;
~~s, decks, rear private yard areas, if any, and balconies attached or adjacent to a Unit;~~
- ~~and~~
- (iii) ~~the assigned carport spaces depicted in the Parking Map;~~
- (iv) assigned uncovered spaces depicted in the Parking Map; and and/or garage parking spaces depicted in the Parking Map, maintained by the Association.
- (v) Assigned garages depicted in the Parking Map.

~~The exclusive use of the Limited Common Areas are reserved to the Unit which it adjoins or is assigned.~~

(R) “Manager” shall mean any entity or person engaged by the Board of Directors to manage the Project.

(S) “Owner” shall mean the person or persons having title to any Unit. Owner shall mean the person holding fee simple title and buyers under any contract for deed but shall exclude any person or entity holding title for purposes of securing performance of any obligations, including the trustee and/or beneficiary under a deed of trust or mortgagee under a mortgage. In addition, Owner may include a non-natural, but legally recognized entity, such as a limited liability company, corporation, partnership, limited partnership, trust, and/or other legally entity recognized by Utah State law. Accordingly, such an Owner may designate a natural person of its selection as Owner’s agent to serve and act in the Owner’s place. Notwithstanding the foregoing, an Owner may designate only one natural person to serve as its agent at any one time. Membership in the Association is appurtenant to each Unit and an Owner shall be deemed a “Member” of the Association.

(T) “Parking Map” shall mean the map maintained by the Association ~~that~~ designates Limited Common Area parking assignments, ~~in carports, uncovered spaces, and/or garage spaces.~~

Such parking spaces are Limited Common Areas, owned by the Association, but for the exclusive use assigned to a Unit. The current version of the Parking Map is maintained in the Association's records. The document record of parking assignments in the community has varied over the long history of the Project has not always been clear over the history of the Project and has been modified from time to time. The current Parking Map is the most accurate record of parking assignments available in the Project and will govern such assignments.

- 1. The Board may ~~seek to~~ modify the Parking Map by the vote or written consent of Owners representing not less than 35% of the Allocated Interest. Such modification shall be sought and administered by the Board.**
- 2. An Owner may contest a parking assignment by obtaining the signatures of not less than five Owners in the Project supporting such petition. Thereafter, the aggrieved Owner shall submit the petition to the Board for review. The Board may then determine whether or not the request warrants a community vote under (T)(1) to alter the Parking Map assignments.**
- 3. The Board is empowered to analyze, enforce, negotiate, settle, and seek legal enforcement in the event of a dispute with regard to parking assignments.**
- 4. As set forth in Article 6.3(g), the Association may assess a Parking Facility Assessments in accordance with those specific parking spaces assigned to an Owner.**

(U) "Person" shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

(V) "Plat(s)" shall mean an official and recorded plats or amendments of Countryside Condominiums in the Salt Lake County Recorder's Office, as it may be amended from time to time.

(W) "Project" shall mean all phases of Countryside Condominiums and all Units, Common Areas, Limited Common Areas, and other property within the subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(X) "Property" shall have the meaning set forth in the Recitals.

(Y) "Rules" mean any instrument adopted by the Board for the regulation and management of the Association as provided in the Governing Documents.

(Z) "Unit" shall mean and refer to one of the separately numbered and individually described residential living units in the Project, as designated on the Plat and intended for independent use, together with the undivided interest in and to the Common Areas and Facilities appertaining to that Unit, and shall include anything located within or without said Unit but designated and designed to serve only that Unit, such as built-ins, appliances, electrical

receptables, and outlets, air conditioning compressors and other air conditioning apparatus.

1. Unit shall also include: drywall, insulation, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, floors, ceilings (excluding structural components of the floors and ceilings constituting Common Area), windows, window frames, window wells, window tape, skylights, exterior glass, doors, doorframes, door locks, door bells, door knobs, patio/balcony doors, shutters, awnings, window boxes, doorsteps, stoops, exhaust vents, chimneys (excluding the brick and mortar on the roof), ~~and~~ other fixtures and components ~~or apparatus~~ intended to serve a single Unit, ~~and similar components.~~ Also, all pipes, wires, conduits, or other public utility lines or installations serving only ~~the one~~ Unit. Fixtures and the like shall also be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings. (Specifically excluded from the definition of Unit are- the exterior walls and exterior surfaces of Buildings and Units, interior common or party walls, floor joists, foundations and roofs.)

ARTICLE II EASEMENTS & RIGHTS

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Area, unless such access is restricted for necessary purposes such as operations and safety including, but not limited to janitor and maintenance supplies, and parking operating equipment, and other common facility equipment and operations. Such right and easement shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated by an Owner. Any Owner may temporarily delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant, lessee, contract purchaser, or other person who resides on such Owner's Unit. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Area except for access, and utility easements for use in common with others.

(a) Such Common Area easements extend to all applicable valves, shut-offs, pipes, and other infrastructure serving multiple Units or the community, which may be located within Limited Common Areas or individual Units. The Association may adopt policies with respect to emergency access to such locations and infrastructure.

2.2 Easement Concerning Limited Common Area. The Association shall have a non-exclusive easement for maintenance in and to the Limited Common Area in instances where the Association has a maintenance responsibility. The Association may adopt policies and procedures with respect to maintenance of Limited Common Areas notwithstanding the appurtenant Owners' obligation for such maintenance costs. With the exception of the rights and easements granted to the Association, the Owner(s) of a Unit shall have the exclusive use of all Limited Common Area appurtenant to their Unit.

(a) The Association may also adopt Rules with regard to storage and materials that may be in the Limited Common Areas. The Association may, by rule, impose limitations on the use, upkeep, and prohibition of certain activities within the Limited Common Area. Limited Common Area may not be separated from the Ownership or occupation of the Unit.

2.3 Limitation on Easement. An Owner's right and easement of use and enjoyment concerning the Common Area shall be subject to the following:

(a) The right of the Association to govern by Rules the use of the Common Area for the Owners so as to provide for the enjoyment of said Common Areas by every Owner in a manner consistent with the preservation of quiet enjoyment of the Units by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Area.

(b) The right of the Association to suspend an Owner's right to the use of the Common Areas, or any amenities included therein, for any period during which an Owner is in violation of the terms and conditions of the Governing Documents or delinquent in the payment of a levied assessment or fee.

(c) The right of the City, County, and any other governmental or quasi-governmental body having jurisdiction over the Property, to enjoy access and rights of ingress and egress over and across the Common Areas for the purpose of providing police and fire protection, utility access/installation, and providing any other governmental or municipal service.

2.4 Reservation of Access and Utility Easements. The Association hereby reserves an easement for access and utilities (including but not limited to: electrical, gas, communication, phone, internet, cable, sewer, drainage and water facilities) over, under, along, across and through the Property, together with the right to grant to a City and County, or any other appropriate governmental agency, public utility or other utility corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair of any facilities as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning and exercising such easement rights

2.5 Easements for Encroachments. If any part of the Common Area or Limited Common Area now existing upon any Unit or hereinafter constructed by Association encroaches upon a Unit, a valid easement for such encroachment and the maintenance thereof, so long as it

continues, shall exist. If any Common Area or Limited Common Area improvement on any Unit shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachments of such structure upon a Unit or upon any portion of the Common Area or Limited Common Area due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Project is hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees, and independent contractors:

- (a) For inspection of the Common Areas during reasonable hours in order to verify the performance by Owners or other persons.
- (b) For maintenance, repair, and replacement of relevant items.
- (c) For correction of emergency conditions on one or more Units or on portions of the Common Area and Limited Common Area; and
- (d) For the purpose of enabling the Association or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers, and duties.

2.7 Easements to and Funds Generated from Common Areas or Association Owned Property. The Board shall have authority to enter in to lease agreements with utility providers to utilize space on the building roof and may utilize any such funds received toward the Common Expenses or reserves for the Association, provided that such activity does not impact the use or views of top floor Residential Units and their respective private roof terraces.

ARTICLE III

UNITS, COMMON AREAS, LIMITED COMMON AREAS, & MODIFICATION

3.1 Description of the Building & Units. The Project is comprised of sixteen (16) Buildings, eighty-seven (87) Units. All Units shall be capable of being independently owned, encumbered, and conveyed. The Owner or Owners of each Unit shall be entitled to the exclusive possession and control of such Unit, subject to the rights of the Association set forth in the Governing Documents. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.2 Description of Units. The Units are described in the Plat(s) and this Declaration.

3.3 Separate Taxation of Units. Each Unit constitutes a separate parcel of real estate and will be separately assessed and taxed.

3.4 Ownership of Common Areas. The Common Areas shall be owned by the Owners of all of the Units as tenants in common. The Allocated Interest in the Common Areas shall attach to each Unit. Upon any conveyance or transfer of a Unit, the undivided interest in Common Areas attributable to such Unit shall automatically be conveyed or transferred with the Unit. No undivided interest in Common Areas may be transferred or conveyed separate or apart from the Unit to which the undivided interest is attributable. Each Owner shall have a license to use all of the Common Areas, subject to the terms and conditions of the Governing Documents.

3.5 Shares of Common Expenses. Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated among all Units in accordance with the Allocated Interest.

3.6 Limited Common Areas. The Limited Common Areas shall be owned by the Owners of all of the Units as tenants in common. Notwithstanding, Limited Common Area shall be used exclusively by the Unit to which such Limited Common Area is appurtenant, and/or assigned and may not be severed from the ownership or occupation of the Unit. Such Limited Common Area remains subject to the Governing Documents and the Association's ability to manage certain elements of such Limited Common Area. Further, the maintenance, or cost of maintenance, of Limited Common Areas shall be borne by the appurtenant/assigned Owner.

3.7 Modification to Units. Without prior, written approval from the Board, an Owner may not make any repairs, modifications, or alterations to any part of the exterior of a Unit or building. Similarly, without prior, written approval from the Board, an Owner may not conduct any interior remodels of the Unit that impact existing walls, structures or other items that may impact the integrity of the Unit, such as: shared walls, shared roofing/flooring and similar components. This provision is not intended to prevent an owner from decorating, painting, or conducting similar activities without the prior written permission of the Board. The Board may require that such modification or repairs be made in a particular manner and with qualified persons to maintain conformity within the Project.

(a) The Board shall have no authority to approve of any remodeling: (1) inconsistent with the Governing Documents; (2) that modifies the exterior dimensions of any Unit from the original construction (unless any such modification is approved of as otherwise required herein), or (3) that would cause unsafe conditions.

(b) All remodeling and other repairs and modifications to Units must be completed in compliance with all applicable building code, laws, and the manufacturer's specifications for any materials, equipment, and fixtures.

(c) The Association may require indemnification agreements from an Owner with respect to any approved modification that impacts the Common Areas or other shared components.

(d) The Association may adopt design guidelines and policies and procedures with respect to the application process for modification to the Unit or building, including

plan submission, retention of necessary professionals, appeals and other reasonable detail and requirements.

3.8 Combination of Units. Upon approval of the Association, consistent with Declaration, as well as other rules and policies adopted by the Association with regard to combination of Units, an Owner of two or more adjoining Units may combine the Unit. Such combination, depending on the precise layout could contain the inclusion of certain adjacent Common Area/Limited Common Area such as hallways and similar spaces to avoid unnecessary and/or dead-end hallways or other related concerns. All costs and expenses required in such supplement or amendment shall be borne by the Owner of the combined Units, including professionally designed plans and detail required by the Board. An approved combination shall be accompanied by an amendment or supplement to the Declaration upon completion of the combined Unit.

(a) Upon completion of the combined Unit, the Board shall have the authority to record a supplement or amendment to the Declaration to reflect the modification of the percentage of undivided interest in the Common Areas as a result of the combination.

(b) Any common walls separating the Units (and any included hallway space) to be combined shall, after the combination, be deemed to be part of the resulting combined Unit and shall not, with the exception of utilities or other facilities serving more than the resulting combined Unit, be thereafter considered part of the Common Areas.

(c) The Association may determine the Unit number in conjunction with recording the amendment or supplement.

(d) The same procedures apply for separation of previously combined Units.

ARTICLE IV

MAINTENANCE OF COMMON AREAS, LIMITED COMMON AREAS, AND UNITS

4.1 Maintenance of Common Areas. ~~Except as otherwise provided in this Declaration, The~~ Association, or its duly designated agent, shall maintain all Common Areas and facilities, including, without limitation, the Improvements and any landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate for the benefit of the Association and its members.

(a) Landscaping. General landscape and sprinkler maintenance including, but not limited to, the repair, maintenance and replacement of existing sprinkler systems and landscaping within the Common Areas, which shall generally include mowing, edging, blowing of grass, raking and disposal of leaves. The Association may adopt rules governing the installation and maintenance of flower boxes and similar improvements by Owners.

(b) Snow Removal. The Association shall make reasonable and prudent efforts

to for the removal of snow from ~~private roads, sidewalks, and other relevant~~ Common Areas and parking areas located within Limited Common Areas within the Project. Owners shall be responsible and take reasonable precautions with respect to ice and ice accumulation. The work of removing snow may be delegated to a third party. To the extent permitted by law, the Association shall not be responsible or liable for said third party's removal of snow. The Association may adopt policies with regard to snow removal ~~from Limited Common Areas and other areas within the Project to further define respective responsibilities, obligations and duties for the benefit of the Association and its members.~~

(c) Joint Meters. The Association shall maintain meters that serve two or more Units. Such expenses may be allocated to the appurtenant Units to the extent possible, as determined by the Association.

(d) Common Utilities & Equipment. The Association shall maintain utility equipment (*i.e.*, water heaters) that serve two or more Units. Such expenses may be allocated to the appurtenant Units to the extent possible, as determined by the Association.

4.2 Maintenance of Limited Common Areas by Owners and the Association. ~~Maintenance of Limited Common Areas shall be shared between the Association and Owners as follows.~~ Each Owner shall maintain, repair and replace their respective ~~Limited Common Area~~ enclosed rear patio in a clean, sanitary, and attractive condition at all times, including the privacy fencing. Privacy fencing dividing two Units shall equally share in cost of maintenance, repair and replacement. Owner shall keep all Limited Common Areas in a neat and orderly fashion, as further defined by rules and regulations adopted by the Board. ~~Owners shall be financially responsible for all necessary repairs and replacement of Limited Common Areas. The Association may adopt policies with respect to the repair and replacement of Limited Common Area, which can include required submittals, approval, control, and/or performance of all or certain aspects of the repair, maintenance, or replacement of the Limited Common Area. Notwithstanding, each respective Owners shall remain solely financially responsible for their Limited Common Area.~~

(a) The Association shall maintain, repair and replace the assigned parking areas (i.e. carports, uncovered parking spaces, and garages). Notwithstanding, Owners may be subject to a Parking Facility Assessment.

4.3 Owner's Responsibility for Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain, repair, and-and/or replace such Owner's Unit and the Improvements constituting a part thereof, in good order and repair. The Owner shall be responsible for keeping the Unit and Improvements thereon in a clean and sanitary condition, free from leaks, mold and conditions impacting other Units or the Building, including but not limited to, pests and rodents. Each Owner shall also keep the interior of their Unit in a clean and sanitary condition and in a good state of repair.

(a) Owner must receive prior, written approval for all exterior remodels and repairs. Further, the Owner shall provide the Association with at least ~~three-ten (103)~~ days advance notice for interior remodel/repair work that may create a noise or

nuisance for the neighboring Units.

4.4 Maintenance Chart. Attached hereto as Exhibit "D" and incorporated herein by this reference, is an Association Maintenance Chart, which indicates those areas and components within the Association which shall be maintained, repaired and replaced by the Association and which shall be maintained, repaired and replaced by the Owners. Notwithstanding any other provisions contained in this Declaration, the provisions of the Maintenance Chart shall control. Should any provision of this Declaration be in conflict with or contrary to Exhibit "D", Exhibit "D" shall control.

4.54 Repairs by Association. In the event that an Owner permits their Unit or Improvements to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly condition or fails to comply with any other covenant or restriction in violation of this Declaration, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within 15 days. If the Owner fails to take corrective action, the Association shall have the right, but not the obligation, to enter upon the offending Owner's Unit and take corrective action to abate the condition. All costs of abatement shall be charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Unit and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Unit in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

4.65 Repair Following Damage. In the event of casualty loss or damage to the improvements, the Owner will be entitled to reconstruct the Improvements as they existed prior to the damage or loss without review by the Board, provided however that alterations or deviations from the original approved plans will require review. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent injury or dangerous conditions following loss or damage before re-construction begins. Such temporary measures may be taken without the consent or approval of the Board, provided that any such measure must be of a temporary nature, and repair or reconstruction must begin as soon as circumstances permit. Unless delayed by City/County approval or insurance carrier approval, no damaged structure will be permitted to remain on any Unit for more than 90 days without repairs commencing and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance which may be abated by the Association.

ARTICLE V MEMBERSHIP & VOTING

5.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest

in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership 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 proportional interest and by the same type of tenancy in which title to the Unit is held.

5.2 Voting. The Association shall have one class of voting. Owners shall be entitled to vote in accordance with their Allocated Interest. In order to be eligible to vote, an Owner must be current on all Assessments and charges at least 30 days in advance of the meeting, ballot, or vote.

ARTICLE VI HOMEOWNER ASSOCIATION

6.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project and is established for the benefit of the Owners and the enforcement of the Governing Documents. Membership in the Association is deemed an appurtenance to the Unit and is transferable only in conjunction with the transfer of the title to the Unit. The Association shall serve as the organizational body for all Owners.

6.2 Enforcement Powers. The Association shall have all powers granted to it by the Governing Documents and the Act to enforce these covenants and restrictions by actions in law or equity brought in the name of the Association, and the power to retain professional services needed to the enforcement of the Governing Documents and to incur expenses for that purpose, including but not limited to: (1) record, lien, foreclose and other enforcement and collection actions against an Owner and their Unit; (2) initiate legal or similar proceedings; (3) impose fines; (4) collect any rents directly from tenant for past due assessments; (5) terminate an Owners' right to receive utility service paid as a common expense; (6) terminate an Owner's right to utilize Common Area and/or amenities; and (7) any other action or remedy allowed by the Governing Documents or Utah law.

(a) The Association shall have the exclusive right to initiate enforcement actions in the name of the Association. The Association may appear and represent the interest of the Project at all public meetings concerning zoning, variances, or other matters of general application and interest to the Owners.

(b) The Association shall have the authority to initiate and compromise claims and litigation on behalf of the Association resulting from the enforcement of the Governing Documents. In the event that the Association initiates legal action against a specific Owner or Owners to enforce these Governing Document, whether or not such action results in the commencement of a formal legal proceeding, the Association shall have the right to assess the costs of such litigation, dispute, or enforcement action, including reasonable attorney fees, against the Owner(s) or Unit(s) in question and collect those assessment in any manner authorized in the Governing Documents or Utah law.

(c) The Board shall be afforded discretion to utilize its reasonable judgment to determine whether and how to: impose fines, record liens, pursue legal action; otherwise enforce the Governing Documents; or when and how to settle or compromise claims.

6.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses, and Common Expenses of the Association. The Association has the power to levy assessments against each Unit as necessary to conduct its functions. Assessments shall be levied against all Units in the Property, whether vacant or improved. Each Owner shall by acquiring or in any way becoming vested with their interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest, and costs of collection (including reasonable attorney fees), if and when applicable.

(a) Assessments. All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt their Unit from liability for payment of assessments by waiver of their rights in the Common Areas or by abandonment of their Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest, and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(b) Special Assessment. The Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas.

(c) Individual Assessment. The Association may levy individual assessments on every Unit, Owner or occupant that shall cause any damage to the Project or otherwise causes the Association to incur any individual expense for maintenance, repairs, or enforcement action taken under the provisions of the Governing Documents. The amount of any such individual assessments shall be determined by the cost of such repairs, maintenance or enforcement action, including all overhead and administrative costs (including reasonable attorney fees), and shall be allocated among the affected Owner(s) or Unit(s) according to the cause of damage, maintenance, repair work or enforcement action, as the case may be, which individual assessment may be levied in advance of the performance of work.

(d) Reserve Fund Assessment. The Association may levy a reserve fund assessment, as set forth in this article.

(e) Misc. Assessment. The Association may levy other assessments or fees, as authorized by the Governing Documents.

(f) Association Assessments. The Association shall be exempt from assessments for any Unit owned by the Association.

~~(f)~~(g) Parking Facility Assessment. The Association may levy a specific assessment for maintenance, repair and replacement of certain assigned Limited Common Areas (garages, carports, and parking spaces), as set forth in the Parking Map. At present, there are 36 garages and 78 carports in the Project. Thus, the Association may levy a Parking Facility Assessment against all Owners with assigned parking places. (i.e. an Owner with an assigned garage may be assessed 1/36th of a Parking Facility Assessment for each assigned garage space. Similarly, an Owner with an assigned carport may be assessed 1/78 of a Parking Facility Assessment for each assigned carport).

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6.4 Budget. The Board is authorized and required to adopt a budget annually, which shall be presented to the Owners at a meeting of members.

(a) The Board may revise the approved budget from time to time as necessary to accurately reflect actual and/or anticipated expenses that are materially greater than previously budgeted.

(b) The budget shall estimate and include the total amount for the Common Expenses, shall contain an appropriate amount for reserves, and may include an amount for other contingencies. The budget shall also be broken down into reasonably detailed expense and income categories.

(c) Unless otherwise established by the Board, regular Assessments shall be paid in equal monthly installments.

(d) Capital Improvements and Special Assessments in excess of \$50,000 shall require the approval of a majority of the Allocated Interest.

1. Capital Improvements are for new, modified, different, or improved amenities and do not include maintenance, repair, and replacement of existing Common Areas.

(e) The Association shall not borrow money without the approval of at least fifty-one percent (51%) of eligible Owners.

(f) The budget may be disapproved if, within 45 days after the meeting wherein the Board presented the adopted budget to the Owners, there is a vote of disapproval by at least 51% of the Owners at a Special Meeting called for that purpose. If a budget is disapproved, the budget shall return to the last approved budget.

6.5 Reserve Fund Analysis. The Board shall cause a reserve analysis to be conducted no less frequently than every six (6) years to analyze the cost of repairing, replacing, or restoring Common Area and Limited Common Areas that have a useful life of three years or more and a remaining useful life of less than 30 years. This reserve analysis should be reviewed no less frequently than every three (3) years and updated if necessary. The Board may conduct a reserve analysis itself or may engage a reliable person or organization, as determined by the Board, to conduct the reserve analysis.

- (a) The Board may not use money in a reserve fund:
 - (i) For daily maintenance expenses unless a majority of the Owners vote to approve the use of reserve fund money for that purpose.
 - (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
 - (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

6.6 Reserve Fund Account Creation. The Board shall create a reserve fund account that is separate and distinct from the Association's general account, which account shall be funded from the reserve fund assessments. The amount of the reserve fund assessment shall be a separate line item in the approved budget. The Board shall cause an assessment to be made against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

6.7 Reinvestment Fee. The Board shall have power to levy a one-time reinvestment fee when a change in ownership of a Lot occurs in the amount of one half of one percent (.005) of the sales price or fair market value, unless a lesser amount is determined by the Board. This Reinvestment Fee shall replace any earlier Reinvestment Fee.

6.8 Date of Commencement of Assessments. The assessments provided for herein shall commence as to each Unit on the first day of the first month following the effective date of the first budget. Assessments shall be due and payable in a manner and on a schedule, as the Board may provide.

6.9 Fines. Following notice as required by the Act, the Association shall have the power to assess a fine against an Owner and/or their Unit for a violation of the terms and conditions of the Governing Documents in an amount set by the Board.

6.10 Hearing Process. The Board shall have authority to create a reasonable hearing process applicable when the Association takes an adverse action related to any particular Owner(s) in accordance with the Act.

6.11 Association Rules. The Board from time to time and subject to the provisions of the Governing Documents, may adopt, amend, repeal, and enforce Rules governing the Property.

6.12 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of their account, the Association may charge a fee, not to exceed \$10.00, for providing such statements. In addition, when a request is made to the Association to provide payoff information needed in connection with the financing, refinancing, or closing of a Unit Owner's sale of their Unit, the Association may charge a fee not to exceed \$50.

ARTICLE VII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

7.1 Delinquent Assessment. Any assessment not timely paid shall be delinquent, and the Association may invoke any and all remedies to recover said delinquent assessments including by suit, judgment, lien, foreclosure, or other remedy authorized by the Governing Documents or the Act.

7.2 Due Date, Charges & Interest. Unless otherwise established by the Board through rule or resolution, monthly assessments shall be due and payable on the first of each month and late if not received by the 10th of each month. The Board may charge a late fee in an amount set by the Board, for each unpaid or late assessment. In addition to late fees, interest may accrue on all unpaid balances at 18% per annum. The Board may also impose other reasonable charges imposed by a Manager related to collections.

7.3 Lien. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior to all other liens, except: (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto; and (2) the lien or charge of any first or second mortgage of record made in good faith and for value recorded prior to a recorded notice of lien by the Association.

7.4 Foreclosure Sale. The Association shall have all rights and power of foreclosure granted by the Act, both judicially and non-judicially. The Association may also bid for the Unit at foreclosure sale, acquire, hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be charged or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of any Special Assessment that would have been charged had such Unit not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid assessments and attorney fees shall be maintainable without foreclosing or waiving the lien securing the same.

7.5 Other Remedies. All rights and remedies of the Association shall be cumulative, and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The "One Action Rule" shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts

shall also be assessed against the Owner(s), their Unit(s), and/or other obligees jointly and severally.

7.6 Payment by Tenant. The Association shall be entitled to demand and collect from a tenant of any Unit the amount of any assessment that is more than sixty (60) days past due.

7.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner 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 by special or individual assessment against the subject Owner(s) or Unit(s).

7.8 First & Second Mortgagees. The lien of assessments and late charges (subject to the limitations of Utah law), and costs (including attorney fees) provided for herein, shall be subordinate to the lien of any institutional first or second mortgage of record made in good faith and for value, recorded prior to a recorded notice of lien by the Association. No foreclosure, sale or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale, or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale, or transfer.

ARTICLE VIII **ARCHITECTURAL RESTRICTIONS**

8.1 Architectural Control Committee (“ACC”). An Architectural Control Committee may be appointed by the Board in accordance with the Bylaws and Articles of the Association to oversee any construction, re-construction, remodeling or altering of exterior Improvements. If no ACC is appointed, the Board will assume the duties and responsibilities of the ACC.

8.2 Unit Construction & Materials. The Board or ACC may adopt Rules with regard to allowed Improvements, colors, materials, appearance, and other rules governing the construction process.

ARTICLE IX **USE LIMITATIONS & RESTRICTIONS**

9.1 Permissible Uses.

(a) All Units are intended to be used for residential housing and are restricted to such use. No Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Unit, so as to create a nuisance or to interfere with the rights of any Unit Owner, or in a way which would result in an increase in the cost of any insurance covering the Project as a whole. Without limiting the breadth of the foregoing sentence: aluminum foil, newspapers, or any other similar materials may not be used to cover the windows in any Unit. The

Common Areas shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units. Without limiting the breadth of the foregoing sentence:

- (i) No automobile or other vehicle shall be parked in front of a carport, in front of a walkway, or at any location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts;
- (ii) No radio or television antenna or any wiring for any purpose may be installed on the exterior of any Building without the prior written approval of the Board;
- (iii) No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or fixed by any Owner at any location within the Common Areas or any location within the Unit that is visible from the Common Areas without compliance with this provision and any rules adopted by the Board. Owners may display in the window of their Unit: (1) a single for-sale sign; and/or (2) a single "political sign", which is defined as a sign that advocates for: (i) the election or defeat of a candidate for public office, or (ii) the approval or defeat of a ballot proposition. The Association may by rule regulate the size, time, place, and manner of posting of the sale sign and political sign. State and federal flags may be displayed consistent with state and federal law. Seasonal decoration may be governed by adopted rules. The Board may adopt further rules and policies with respect to signs, flags, decorations and displays in the community;
- (iv) No sidewalk, entrance passage, vestibule stairway, corridor, or hall, comprising a part of the Common Areas (other than Limited Common Areas), may be obstructed or encumbered or used for any purpose other than ingress and egress to and from Units;
- (v) No garments, rugs, other household items, or wash lines of any kind may be hung, erected, or maintained outside of an Owner's Unit;
- (vi) No Unit Owner shall discard or permit to fall any items from the windows of their Unit; and
- (vii) No articles belonging to Owners shall be kept within or upon Common Areas (other than Limited Common Areas associated with their Unit).

(b) No Owner may enter into leases, charges for use, rental agreements, licenses, or similar arrangements shall be employed or entered into with respect to any portion of the Common Areas and Facilities. The Association may establish and collect a monthly use fee to be charged to each Unit Owner who utilizes a recreational vehicle parking space in the recreational vehicle parking area shown on the Parking Map for parking of appropriate vehicles. **No one is allowed to reside in or operate a business out of a vehicle in the recreational vehicle lot.** Such monthly use fee shall be established and maintained at a level that will defray all costs and expenses of the Association in any way connected with or related to the operation or ownership of such recreational vehicle parking area. The fees so collected shall be used to defray a portion of the Common Expenses. Each Unit Owner who utilizes the recreational vehicle parking area shall bear full responsibility for any loss or damage to their vehicle while parked or stored in said area, and the Association shall not be liable for any such loss or damage. The monthly use fee provided for in this Article shall be, constitute, and remain a continuing lien upon the Unit of the Owner using the recreational vehicle parking space for which such fee is charged. The provisions of this Article shall apply to collection of such monthly use fee.

(c) No animals other than small household pets in reasonable numbers shall be kept or allowed in any part of the Project. The foregoing sentence shall be deemed to prohibit, *inter alia*, the keeping of any dog weighing more than thirty (30) pounds and the keeping in any Unit of more than two dogs and/or cats. Whenever a pet is allowed to leave a Unit, it shall be on a leash or in a cage. The Board may adopt further rules and regulations governing animals in the Project.

9.2 Residential Use. The Project is zoned for multiple residential purposes pursuant to Salt Lake City Zoning Ordinances. All Units and Unit Owners are subject to all restrictions imposed by City ordinance, including, but not limited to, occupancy and parking restrictions.

9.3 Restrictions Concerning Common Areas. There shall be no obstructions of the Common Areas by the Owners, their tenants, guests, or invitees. The Board may, by Rules and Regulations, prohibit or limit the use of the Common Areas and Facilities as may be reasonably necessary for protecting the interests of all the Owners or protecting the Units or the Common Areas. Nothing shall be kept or stored on any part of the Common Areas without the prior written consent of the Board, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas except upon consent of the Board.

9.4 Window Coolers. No Unit within the Project shall contain any window-mount evaporative coolers or air conditioners that protrude out of exterior windows.-

9.5 Parking. No parking of recreational vehicles, equipment or watercraft is allowed within the Project except within the recreational vehicle lot. The Board may adopt further rules and regulations governing parking in the Project.

9.6 Garbage & Recycling. The storage, collection and disposal of garbage, recycling, rubbish, and trash shall be in strict compliance with applicable laws and the Rules of the Board.

9.7 Energy Conservation Equipment. No solar energy device, solar energy collector panels, other energy conservation equipment or attendant hardware shall be constructed or installed within on the Common Areas or Limited Common Areas. Notwithstanding, the Association may consider rooftop application for the benefit of all Owners.

9.8 Exterior Decorations. No permanent exterior decoration may be placed on the Common Area. The Association may adopt rules with regard to decorations in the Limited Common Areas and Units.

9.9 Clean Air. Consistent with the Utah Clean Air Act, smoking, except within designated smoking areas identified by the Association, is prohibited including the Buildings, Units, Limited Common Areas, stairwells, and all other Common Areas and not within twenty-five feet of the Buildings. In the event an Owner or occupant violates the prohibition on smoking within the Project, the Board shall have authority to issue Fines. Any occupants repeated violations of the smoking restriction shall be grounds for, among other remedies available to the Association,

eviction, and the Association shall be authorized to initiate and complete eviction and assess the costs and attorney fees incurred in said eviction to the Owner. In said event, the Association shall be entitled to: (a) an injunction ordering the tenant to vacate the premises, or such other relief as deemed appropriate by the court, including the issuance of a writ of restitution, (b) damages against the Unit owner in the amount of \$50 per day for each day (or the maximum amount allowed by law) the tenant remains in the Unit as the result of the Owner failing to promptly initiate eviction proceedings, and (c) recovery of its costs and attorney fees from the Owner, including the recordation of a lien. The Board shall have all additional powers deemed necessary to enforce these provisions. If any of the provisions of this section or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this section and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

9.10 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent the use by any Owner of their Unit for a home occupation pursuant to City or County ordinance. Businesses, professions, or trades may not require heavy equipment or create a nuisance within the Project and may not noticeably increase the traffic flow to the Project.

9.11 Quiet Hours. Quiet hours shall be from 10:00 pm to 7:00 a.m. consistent with City ordinance.

9.12 Rental/Lease Restrictions.

(a) Daily, nightly, weekly, or monthly occupation by non-owner occupants is prohibited (whether pay or not), and Units shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national, or local providers.

(b) An Owner may not lease less than the entire Unit for an otherwise qualifying Unit.

(c) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least six months, and shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

(d) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least five (5) days prior to occupation of the Unit by the non-owner occupant.

(e) The Owner(s) of a Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, Board, and the Manger shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.

(f) Violations of the provisions of this Article shall result in the imposition of a fines and/or other legal action, as allowed by the Declaration and Utah Community Association Act.

(g) Maximum Number of Rental Units. Currently, the total number of Units that may be non-owner occupied shall not exceed 20% of the total Units. As of the date of this recording, there are ~~less than 20%, which Units are identified and maintained by the Association in its records existing non-Owner occupied Units, which are identified in Exhibit "D"~~ (collectively "Existing Rental Units"). The ability to lease an existing non-owner-occupied Unit expires upon the sale or transfer of ownership of said Unit, or if an Owner re-occupies the Unit. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Unit. The Association will maintain a waiting list when the cap has been reached and additional Owners desire to lease their Unit but cannot due to the rental cap.

(h) Exempt Non-Owner-Occupied Units. In addition to the ~~Units identified in Exhibit "D," Existing Rental Units,~~ the following Units may be non-owner-occupied Units:

- i. An Owner in the military for the period of the Owner's deployment.
- ii. A Unit occupied by an Owner's parent, child, or sibling.
- iii. An Owner whose employer has relocated the Owner for less than two years.
- iv. An Owner that participates in a religious or humanitarian service for a period of three year or less with the intent of re-occupying the Unit; and
- v. A Unit owned by a trust or other entity created for the estate planning purposes if the trust or other estate planning entity was created for:

1. The estate of a current resident of the Unit; or
 2. The parent, child, or sibling of the current resident of the Unit.
- (i) Permitted Rules. The Association may adopt Rules requiring the reporting and procedural requirement related to non-owner-occupied Units and the occupants of those Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, pets, etc. The Association may adopt other reasonable administrative provisions and rules as it deems appropriate to enforce the requirements of this Declaration, expressly including parking rules and requirements.

ARTICLE X INSURANCE

10.1 Insurance Requirement. The Association shall obtain insurance as required in this Declaration and as required by the Act. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies.

As used in this Article:

- (1) “Covered Loss” means a loss, resulting from a single event or occurrence that is covered by the Association’s property insurance policy.
- (2) “Unit Damage” means damage to a Unit.
- (3) “Unit Damage Percentage” means the percentage of total damage resulting in covered loss that is attributable to Unit Damage.

In the event of a covered loss, Owner(s) shall pay their portion of any Association deductible in accordance with that Unit’s Unit Damage Percentage.

10.2 Property Insurance.

(a) Hazard Insurance.

- (i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas Units, Buildings, Units, and other facilities.
- (ii) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each

renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

(b) Flood Insurance. If the property insured by the Association is not situated in a Special Flood Hazard Area, the Association may purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(c) Earthquake Insurance. The Association may purchase earthquake insurance to cover earthquakes not otherwise covered by blanket property insurance.

(d) Associations Obligation to Segregate Property Insurance Deductible. The Association shall keep an amount equal to the Association's property insurance policy deductible or \$10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(e) Association's Right to Not Tender Claims that are Under the Deductible. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Association's property insurance policy deductible the Association need not tender the claim to the Association's insurer.

10.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, 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) covering all claims for death of or injury to any one person or property damage in any single occurrence.

10.4 Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). The policy shall:

- (a) Include coverage for volunteers and employees.
- (b) Include coverage for monetary and non-monetary claims.
- (c) Provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims; and
- (d) Provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the

manager or any employees of the manager.

10.5 Insurance Coverage for Theft and Embezzlement of Association Funds. The Association may obtain insurance covering the theft or embezzlement of funds that shall:

10.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Association, as attorney-in-fact for the purpose of negotiating all losses related thereto, including: the collection, receipt of, and the execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representative, successors or assigns of an Owner.

10.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy or permit anything to be done or kept in or about the Unit that would result in an increase in the cost of insurance on the Property, or that would result in the cancellation of insurance on the Property, or that would result in the cancellation of insurance with respect to all or any part of the Property, or that would be in violation of any governmental law, ordinance, or regulation.

10.8 Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

10.9 Owners' Individual Coverage. **EACH OWNER SHOULD PURCHASE INDIVIDUAL INSURANCE COVERAGE IN THE AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT.**

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.1 Condemnation. Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation), the Board may act on behalf of the Association in negotiating and completing such transaction.

11.2 Damage & Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment

of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(a) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

(b) In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.

(c) If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

11.3 Severability. Each of the covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants shall remain in full force and effect.

11.4 Consent, Power of Attorney, Waiver. By acceptance of a deed, lease, or other conveyance of an interest in Unit, each Owner or Occupant consents to the rights reserved to the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriated documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and Bylaws. By such acceptance, each Owner or Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on Owner's or Occupant's behalf; and such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not

be affected by the disability of any such Owner or Occupant.

11.5 No Representations and Warranties. Each Owner and occupant understands, agrees, and acknowledges through taking title or residing in the Project that the Association and the Board have not made any representations or warranties of any kind related to the Project and that each Owner or occupant has not relied upon any reorientations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to the Project.

11.6 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest shall be the Declaration and the Plat; the Articles; Bylaws, and then the Rules.

11.7 Amendment. At any time while this Declaration is in effect, the covenants herein contained can only be modified by the affirmative vote of the Owners representing not less than fifty-one (51%) percent of the eligible Allocated Interest. No meeting or voting shall be required for an amendment, if the required, written consent is obtained from the requisite number of Owners.

11.8 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in any Unit in the Project is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration against their Unit, whether or not there is any reference to this Declaration in the instrument by which he/she acquires interest in any Unit.

11.9 Notices. All notices under this Declaration are provided as set forth in the Bylaws.

11.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Project. Headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

11.11 Violation Deemed a Nuisance. Any violation of these covenants that is permitted to remain on the Property is deemed a nuisance and is subject to abatement by the Association.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Association. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including reasonable attorney fees and court costs.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. This

Declaration is to be construed as being in addition to those remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

COUNTRYSIDE HOMEOWNERS ASSOCIATION

By:
Its: President

STATE OF UTAH)
 : ss
COUNTY OF _____)

On this _____ day of _____, 202__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the President of the Countryside Homeowners Association, Inc., a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

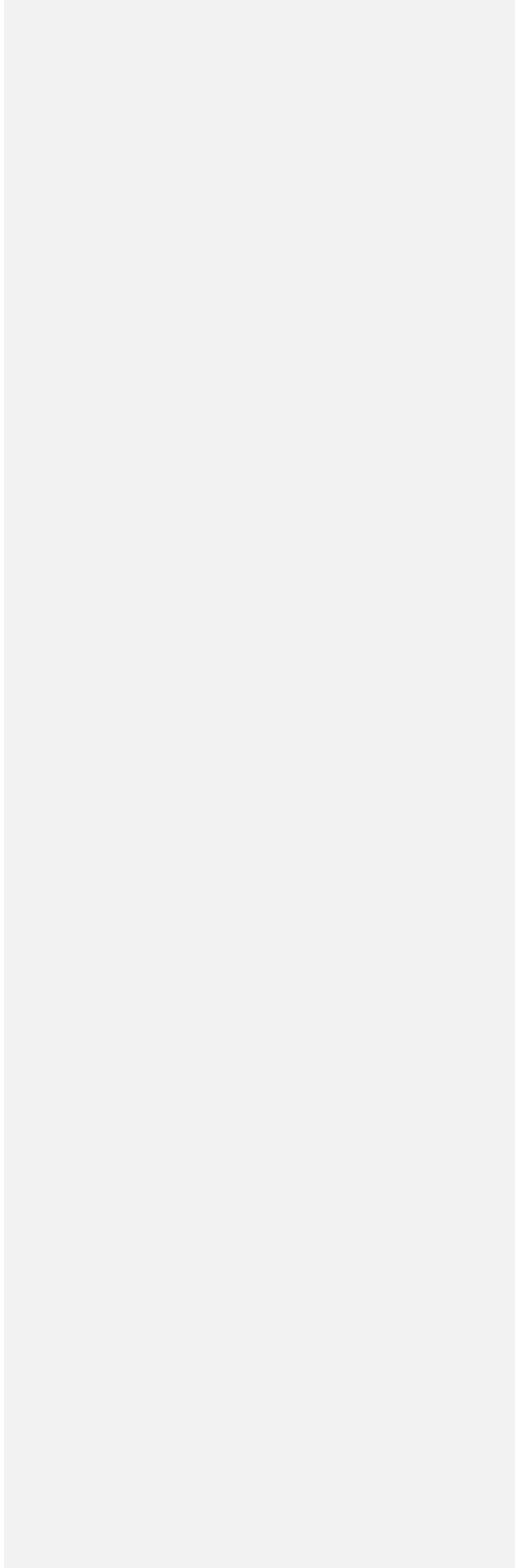
Notary Public

**Exhibit A
Legal Description**

All of Lots 1 – 87, including common area, contained within the COUNTRYSIDE CONDOMINIUM PROJECT, as Amended, as the same is identified on the official recorded plat of said Condominium Project recorded in Salt Lake County, Utah, as Entry No. 3706730, in Book 82-8 of Plats, at Page 73.

Tax I.D. Nos. 22-19-482-0001 - 0088

**Exhibit B
Bylaws**



**Exhibit C
Allocated Interest**

As established in the Enabling Declaration, “Size” shall mean and constitute the area of the floor space within a Unit, in square feet, rounded to the nearest whole number ending in zero, (e.g., 1020, 1180, 1510), and computed and determined as follows on the basis of dimensions shown on the Plat. The measurements used in determining size shall run from the interior surfaces of the walls surrounding the Unit concerned and each separate level, story, or floor contained within or making up the Unit shall be taken into account and, subject to the following provisions, shall augment the Size thereof. With respect to any Unit which includes or contains more than one separate level, story, or floor, the area of any basement shall be considered to be one-half (1/2) of its actual area and the area of any level, story, or floor located one or more full levels or stories above the first level or story shall be considered to be three-fourths (3/4) of its actual area. If, however, a Unit includes or contains only one level, story, or floor, wherever located, the area shall not be discounted.

For purposes of determining Size, ~~(i) The area of any space in a Unit intended for garage, or vehicle parking, purposes and/or assigned carports shall be completely excluded. The maintenance and repairs costs of garages and carports are addressed separately, as further set forth in this Declaration. (ii) With respect to any Unit which includes or contains more than one separate level, story, or floor, the area of any basement shall be considered to be one-half (1/2) of its actual area and the area of any level, story, or floor located one or more full levels or stories above the first level or story shall be considered to be three-fourths (3/4) of its actual area; but (iii) If a Unit includes or contains only one level, story, or floor, wherever located, the area~~

Unit No.	Building No.	Size (Sq. Ft.)	Ownership %
1	A	1270	1.22
2	A	1240	1.20
3	A	1240	1.20
4	A	1270	1.22
5	B	1270	1.22
6	B	1240	1.20
7	B	1240	1.20
8	B	1270	1.22
9	C	1270	1.22
10	C	1240	1.20
11	C	920	.89
12	C	920	.89
13	C	920	.89
14	C	920	.89
15	C	1050	1.02
16	C	1050	1.02
17	C	1240	1.20

18	C	1270	1.22
19	F	1270	1.22
20	F	1240	1.20
21	F	920	.89
22	F	920	.89
23	F	920	.89
24	F	920	.89
25	F	1050	1.02
26	F	1050	1.02
27	F	1240	1.20
28	F	1270	1.22
29	E	1270	1.22
30	E	1240	1.20
31	E	1240	1.20
32	E	1270	1.22
33	D	1270	1.22
34	D	1240	1.20
35	D	920	.89
36	D	920	.89
37	D	920	.89
38	D	920	.89
39	D	1050	1.02
40	D	1050	1.02
41	D	1240	1.20
42	D	1270	1.22
43	G	1270	1.22
44	G	1240	1.20
45	G	1240	1.20
46	G	1240	1.20
47	G	1240	1.20
48	G	1270	1.22
49	H	1270	1.22
50	H	1240	1.20
51	H	1240	1.20
52	H	1240	1.20
53	H	1240	1.20
54	H	1270	1.22
55	I	1270	1.22
56	I	1240	1.20
57	I	1240	1.20
58	I	1270	1.22
59	J	1270	1.22
60	J	1240	1.20

61	J	1240	1.20
62	J	1270	1.22
63	K	1270	1.22
64	K	1240	1.20
65	K	1240	1.20
66	K	1270	1.22
67	N	1270	1.22
68	N	1240	1.20
69	N	1240	1.20
70	N	1240	1.20
71	N	1240	1.20
72	M	1270	1.22
73	M	1270	1.22
74	M	1240	1.20
75	M	1240	1.20
76	M	1270	1.22
77	L	1270	1.22
78	L	1240	1.20
79	L	1240	1.20
80	L	1240	1.20
81	L	1240	1.20
82	L	1270	1.22
83	O	1270	1.22
84	O	1240	1.20
85	O	1240	1.20
86	O	1270	1.22
87	P	1030	1.00

Exhibit D
Maintenance Chart

The following Maintenance Chart shows the division of responsibility for maintenance and repair between the Association and the Owners.

<u>Units</u>	<u>Association</u>	<u>Owner</u>
<u>All components of the Units, as defined in the Declaration, which includes such items as:</u>		<u>X</u>
<u>All interior elements, doors, glass and related components of the garages</u>		<u>X</u>
<u>Interior and exterior doors, including thresholds, door jambs, hinges, doorbells, chimes, handles and locks</u>		<u>X</u>
<u>All windows, windowsills (including clearing of weep holes if applicable), window tape, window screens, window frames, shutters, window boxes, and skylights, including the interior and exterior cleaning of such windows and any door glass (If the Association elects to arrange for exterior cleaning, Owners will be assessed as a Common Expense)</u>		<u>X</u>
<u>Skylights, including paint and any other decorative finish inside the opening to any skylight</u>		<u>X</u>
<u>Drywall, insulation, floors, ceilings (excluding structural components of the floors and ceilings constituting Common Area), patio/balcony doors, awnings, window boxes, doorsteps, stoops, exhaust vents, and similar components.</u>		<u>X</u>
<u>All decorated interiors and all surfaces of interiors and any other material constituting any part of the finished surfaces shall be part of the Unit. Furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring shall be deemed to be a part of the Unit concerned.</u>		<u>X</u>
<u>All sewer and drainage pipes, water, power and other utility lines and any wiring related to the provisions of television, telephone, or internet services, to the extent serve a single Unit.</u>		<u>X</u>
<u>Any of the following located wherever they might be located</u>		<u>X</u>

<u>(inside or outside of the Unit) that serve an Owners' Unit exclusively; lighting fixtures (including lighting particular to a porch or patio but not including exterior lighting attached to a Unit for the purpose of lighting Common Area outside of those areas), fans, plumbing fixtures, including plumbing pipes and lines, stoves, refrigerators, hot water heaters, air conditioning Units (including compressors, wiring to such units, condensers, ducting and forced air Units), intercoms, security systems and such other appliances, and fixtures.</u>		
<u>Dryer vents</u>		<u>X</u>
<u>All other framing, structural components, and all elements of the Unit not expressly maintained by the Association.</u>		<u>X</u>
<u>Chimneys (brick and mortar) on the roofs</u>	<u>X</u>	
<u>Chimney piping, vents, fireplaces and related components</u>		<u>X</u>
<u>Balconies</u>		<u>X</u>
<u>Exterior water spigots located in the front of Units that provide water to multiple Units</u>	<u>X</u>	
<u>Other exterior water spigots specific to a single Unit</u>		<u>X</u>
<u>Structural elements of the Building, Units, garages, and carports including foundations, columns, girders, beams, supports, supporting walls, main walls (including any bearing walls, even if the bearing wall is located within the interior of a Unit), common walls, floors, sub-floors, sub-roofs, and ceilings between Units or between a Unit and a Common Area (other than the interior surfaces of such floor or ceiling which interior surfaces form part of the Unit);</u>	<u>X</u>	
<u>Foundations</u>	<u>X</u>	
<u>Front porches and steps</u>	<u>X</u>	
<u>Exterior surface of the Building (excluding balcony doors, windows, glass, and/or skylights);</u>	<u>X</u>	
<u>Framing, structural components and insulation in any party walls common to two (2) or more Units.</u>	<u>X</u>	
<u>Roofs, rain gutters, downspouts</u>	<u>X</u>	
<u>Perimeter fencing (if any);</u>	<u>X</u>	
<u>Utilities serving more than one Unit and not maintained by the City</u>	<u>X</u>	

<u>Any modification or repair to the Unit necessary to mitigate any radon gas or other naturally occurring environmental contaminate.</u>		<u>X</u>
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<u>Lot & Grounds</u>	<u>Association</u>	<u>Owner</u>
<u>Common Areas, open space, yards, gardens and other landscaping in the Project (subject to Association rules for items such as flower boxes)</u>	<u>X</u>	
<u>Sidewalks, walkways</u>	<u>X</u>	
<u>Private roadways, visitor parking, and parking stalls located within the Project including covered, uncovered, and garage spaces</u>	<u>X</u>	
<u>Landscaping in the Subdivision, including Lots and Common Areas</u>	<u>X</u>	
<u>Replacement of landscaping in the Project</u>	<u>X</u>	
<u>Pressurized irrigation system in the Subdivision</u>	<u>X</u>	
<u>Maintenance, repair, and replacement of existing, freestanding light posts adjacent to Common Areas that are not otherwise maintained by the City</u>	<u>X</u>	
<u>Snow removal from the Common Area and parking areas</u>	<u>X</u>	
<u>Community Mailboxes</u>	<u>X</u>	
<u>Rear patio areas, including all landscaping located therein and privacy fencing (privacy fencing separating Units may be shared equally between Units)</u>		<u>X</u>
<u>Any other elements not expressly maintained by the Association</u>		<u>X</u>

<u>MISCELLANEOUS</u>	<u>Association</u>	<u>Owner</u>
<u>Any damage to a Unit or Common Area caused by the negligence of Owner, resident, tenant, guest, invitee, or contractor hired by an Owner.</u>		<u>X</u>
<u>The Association's deductible for any covered loss that is applicable to coverage under an Association's insurance policy</u>		<u>X</u>