

**RESOLUTION OF  
CEDAR CREEK #1 HOMEOWNER'S ASSOCIATION, INC.  
TOWNHOUSE DEVELOPMENT (a.k.a. Cedar Creek #1  
Homeowners Association)  
Establishing a Late Fee**

WHEREAS, CEDAR CREEK #1 HOMEOWNER'S ASSOCIATION, INC. TOWNHOUSE DEVELOPMENT (a.k.a. Cedar Creek #1 Homeowners Association) is organized as a Utah nonprofit corporation under, and is thus subject to, the Utah Revised Nonprofit Corporation Act<sup>1</sup> (the "Nonprofit Act"); and

WHEREAS, the Association is subject to the Utah Condominium Ownership Act<sup>2</sup> (the "Act"); and

WHEREAS, pursuant to the Association's declaration<sup>3</sup> (the "Declaration"), the Board of Trustees is authorized to establish "a reasonable late fee to be charged to a Unit Owner and assessed against his Unit as part of the Assessment Lien for each installment of an Assessment that is deemed delinquent;"<sup>4</sup>

THEREFORE, BE IT RESOLVED that the Board of Trustees hereby adopts the following:

1. **LATE FEE.** A late fee is hereby established in the amount of twenty dollars (US \$20.00) (the "Late Fee") that is due and payable for each "installment of an Assessment levied against a Unit Owner that is deemed delinquent"—that is, not paid in full "within thirty (30) days after the Assessment first became due."<sup>5</sup> The Late Fee shall be considered a Unit Assessment and shall be in addition to the interest rate of eighteen percent (18%) per annum due on delinquent Assessments.<sup>6</sup>
2. **FINES.** A Fine levied against a Unit or Unit Owner shall be considered a Unit Assessment<sup>7</sup> and shall be subject to the Late Fee.
3. **CAPITALIZED TERMS.** Capitalized terms that are not explicitly defined herein shall have the meanings prescribed or implied in the Declaration.
4. **EFFECTIVE DATE.** The Late Fee established by this Resolution shall become effective and chargeable against Units and Unit Owners as of the date this Resolution is adopted by the Board of Trustees, which adoption shall be indicated by the dated signatures of at least a majority of the Trustees in the signature blocks below.

**[SIGNATURE BLOCKS ON THE FOLLOWING PAGE]**

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<sup>1</sup> UCA 16-6a-101 *et. seq.*

<sup>2</sup> UCA 57-8-1 *et seq.*; see also Decl., Art.1

<sup>3</sup> Amendment No. 1 to the Declaration of Covenants, Conditions, and Restrictions for Cedar Creek #1 Homeowner's Association, Inc. recorded as entry no. 989557 in the recorder's office of Cache County, Utah, on February 10, 2009.

<sup>4</sup> Decl., 7.6(A)

<sup>5</sup> Decl., 7.6(A)

<sup>6</sup> Decl., 7.6(A)

<sup>7</sup> Decl., 7.3

**IN WITNESS WHEREOF**, the undersigned Trustees certify that this Resolution has been duly adopted for and on behalf of the Association by a majority of the five (5) Trustees of the Board.

(At least three (3) Trustees must sign and date this Resolution for it to become effective.)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

By: Marshall Smith

Date: 11/02/2023

Print: Marshall Smith

By: Jaden Maw

Date: 11/02/2023

Print: Jaden Maw

By: Hannah Semadeni

Date: 11/02/2023

Print: Hannah Semadeni

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

**[END OF RESOLUTION]**