

WHEN RECORDED, MAIL TO:

Aspen Condominium
c/o CCI Law
577 S 150 E
Smithfield, Utah 84335

ASPEN CONDOMINIUM
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

Logan, Cache County, Utah

PHASE 1: The property and Units/Lots 1-7 as described in the Record of Survey Map—Aspen Condominium plat that was recorded in the recorder’s office of Cache County, Utah, on February 9, 1973, as Entry No. 371362, such units/lots also known as parcel nos. 07-081-0001 – 0007.

PHASE 2: The property and Units/Lots 325, 335, 345, 355, 365, 375, and 385 as described in the Record of Survey Map—Aspen Condominium UNIT 2 plat that was recorded in the recorder’s office of Cache County, Utah, on June 3, 1974, as Entry No. 379193, such units/lots also known as parcel nos. 07-092-0001 – 0007.

<u>Unit/Lot No.</u>	<u>Parcel No.</u>	<u>Unit/Lot No.</u>	<u>Parcel No.</u>
1	07-081-0001	325	07-092-0001
2	07-081-0002	335	07-092-0002
3	07-081-0003	345	07-092-0003
4	07-081-0004	355	07-092-0004
5	07-081-0005	365	07-092-0005
6	07-081-0006	375	07-092-0006
7	07-081-0007	385	07-092-0007

ASPEN CONDOMINIUM

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CONDITIONS, AND RESTRICTIONS**

Logan, Cache County, Utah

EXCEPT IN VERY LIMITED CIRCUMSTANCES

OCCUPANCY IS RESTRICTED TO

INDIVIDUALS 55 YEARS OF AGE AND OLDER

Carefully read this Declaration for an explanation of this IMPORTANT restriction.

EXCEPT IN VERY LIMITED CIRCUMSTANCES

RENTALS ARE PROHIBITED

Carefully read this Declaration for an explanation of this IMPORTANT prohibition.

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1. RECITALS

- A.** WHEREAS, Aspen Condominium is a homeowners association (the "Association") located in Logan, Cache County, Utah, is organized as a Utah nonprofit corporation, and is thus subject to the Utah Revised Nonprofit Corporation Act (the "Nonprofit Act"); and
- B.** WHEREAS, the Association is subject to the Utah Condominium Ownership Act (the "Act"); and
- C.** WHEREAS, a plat describing Phase 1 of the Association was recorded in the Recorder's Office of Cache County, Utah, as entry no. 371362 on February 9, 1973, that identifies certain Common Area, Limited Common Area, Units 1-7, and garages 1A-7A (the "Phase 1 Plat"); and
- D.** WHEREAS, a plat describing Phase 2 of the Association was recorded in the Recorder's Office of Cache County, Utah, as entry no. 379193 on June 6, 1974, that identifies certain Common Area, Limited Common Area, Units 325, 335, 345, 355, 365, 375, and 385, and garages 325A, 335A, 345A, 355A, 365A, 375A, and 385A (the "Phase 2 Plat"); and
- E.** WHEREAS, a certain adjoining parcel of land owned by the Association and described in various deeds is Common Area that is being used as a parking area (the "Parking Parcel"), such deeds having been recorded in the Recorder's Office of Cache County, Utah, as entry nos.: 370419 on June 14, 1974; 382630 on January 17, 1975; 383232 on February 26, 1975; and 1341074 on May 31, 2023 (the "Parking Parcel Deeds"); and
- F.** WHEREAS, the land in Phase 1 and Phase 2 and the adjoining Parking Parcel land is located in Cache County, Utah (the "Land"), the plats and legal descriptions for which are included herewith as **Exhibit B**; and
- G.** WHEREAS, the Association's original Declaration for Aspen Condominium was recorded in the Recorder's Office of Cache County, Utah, as entry no. 371361 on February 9, 1973, and was amended as entry nos.: 379192 on June 3, 1974; 840395 on September 19, 2003; 1331135 on October 28, 2022; and 1336444 on February 27, 2023 (the "Original Declaration as Amended"); and
- H.** WHEREAS, the membership of the Association desires to update the Original Declaration as Amended; and
- I.** WHEREAS, Section 39 of the Act provides for an amendment of an association's declaration to be adopted with the approval of 67% of the Owners;¹
- J.** NOW THEREFORE, the Association hereby adopts this Amended and Restated Declaration, including these Recitals and the following Covenants, Conditions, and Restrictions, (the "Declaration"), including these Recitals, which Declaration shall completely replace and supersede the Original Declaration as Amended and shall run with the land as enforceable equitable servitudes.

¹ Note that Article 33 of the Original Declaration as Amended requires at least 75% of the Association's voting interests to adopt an amendment, but this provision is overridden by UCA 57-8-39 to require no more than 67% of the Association's voting interests to adopt an amendment.

COVENANTS, CONDITIONS, AND RESTRICTIONS

2. DEFINITIONS

Capitalized terms used in this Declaration shall have the following meanings. Additional or further definition of a term in this Declaration, including in the Recitals, shall be considered cumulative. Other terms may be defined in other articles of this Declaration.

- A.** “**Act**” means the Utah Condominium Ownership Act, Utah Code §§ 57-8-1 *et seq.*, as amended or restated from time to time.
- B.** “**Articles of Incorporation**” mean the Association’s articles of incorporation as amended or restated from time to time and as duly filed with the state of Utah. The Articles of Incorporation are attached to this Declaration as **Exhibit D** below.
- C.** “**Assessment**” as used generally herein means a monetary charge, fine, fee, or other amount of any kind imposed or levied against an Owner, Resident, or Unit by the Association, pursuant to applicable law and the Governing Documents, regardless of whether such amount is identified as a Capital Assessment, Individual Assessment, Regular Assessment, Reserve Assessment, Special Assessment, fine, fee, or other charge.
- D.** “**Association**” means the Utah nonprofit corporation that is known as **Aspen Condominium**. “**Association**” also means “association of unit owners” as that term is used in the Act.
- E.** “**Attorney-in-Fact**” and “**attorney-in-fact**” mean an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or other similar authorizing document. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner’s estate, with respect to the deceased Owner’s Unit as if the Owner for purposes of all notices, meetings, proxies, and votes described in the Governing Documents but not for purposes of eligibility requirements.
- F.** “**Board**” and “**Board of Directors**” mean the entity, regardless of name, with primary authority to govern the Association. “**Board**” and “**Board of Directors**” also mean “management committee” as that term is used in the Act.
- G.** “**Budget**” means, for a given fiscal year, an estimate of the total income and the total expenses, including reserve obligations, of the Association.
- H.** “**Bylaws**” mean the First Amended and Restated Bylaws, including as they may be duly amended or restated from time to time, as duly recorded in the Recorder’s Office of the County. The First Amended and Restated Bylaws are attached to this Declaration as **Exhibit C** below.
- I.** “**Capital Assessment**” means a uniform Assessment levied against all Units for the purpose of accumulating funds for capital improvements.
- J.** “**Capital Fund**” means money or other highly liquid assets set aside for funding a Capital Improvement to the Project, but not for operating expenses, maintenance or repair expenses, or projects intended to be funded by the Reserve Fund. Capital Funds shall be maintained in an account separate from other Association funds.

K. “Capital Improvement” means any new Improvement and any significant expansion or enhancement of any existing Improvement with a useful life of three (3) years or more, but does not mean maintenance, repair, or replacement of an existing Improvement.

L. “City” means **Logan, Cache County, Utah**, the city in which the Project is physically situated.

M. “Common Area” means the Land and Improvements within the Project, except for the Units, including without limitation: (a) above-grade exterior building walls including the siding, brick, studs and the like; (b) building foundation walls, slab floors (except garage slab floors), and footings; (c) floor and ceiling joists and the like; (d) building roofs, trusses, and attics; (e) exterior landscaping, lawns, irrigation systems, including the half-round planter areas; and (f) the Association entrance driveway, parking areas,² perimeter fencing, and Common Area lighting.

N. “Common Expenses” means the costs, expenses, and liabilities incurred, or estimated to be incurred as the context may require, by or on behalf of the Association, for: (a) managing, maintaining, preserving, operating, protecting, and improving the Common Area and Limited Common Area; (b) performing the Maintenance Obligations of the Association; (c) providing amenities, facilities, utilities, insurance coverage, and other goods and services to or for the Association; (d) administering and enforcing the Governing Documents; (e) collecting assessments; (f) operating the Association; (f) building reserve funds and insurance funds; and (g) as otherwise indicated in this Declaration or the Bylaws, all of the foregoing consistent with applicable law and the Governing Documents.

O. “Corporation” means the Association, which is organized as a Utah nonprofit corporation.

P. “County” means Cache County, Utah.

Q. “Declaration” means this First Amended and Restated Declaration of Covenants, Conditions, and Restrictions, including as it may be duly amended or restated from time to time, as duly recorded in the Recorder’s Office of the County.

R. “Family” has the same meaning ascribed by the applicable City, County, or other applicable code or law for purposes of occupying residential housing, as such may be amended from time to time. In the absence of such a meaning, the term Family shall mean one or more individuals who are related by blood, marriage, or adoption, limited to no more than three generations of direct lineage.

S. “Fine” means a monetary amount assessed for a violation of the Governing Documents in the form of an Individual Assessment.

T. “Good Standing” means: (a) free of any delinquent assessments, fines, or other amounts owed to the Association; and (b) free of any unresolved violations of the Governing Documents for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member’s Unit are in Good Standing and if the Member’s Unit itself is in Good Standing.

U. “Governing Documents” means the Declaration, Plat, Articles of Incorporation, Bylaws, Resolutions, Rules, and any written decisions of the Association made pursuant to such documents.

² Including parking parcel 05-083-0028 per Warrant Deed entry no. 1341074 recorded on May 31, 2023, in the Recorder’s Office of Cache County, Utah.

- V. “Improvement”** means a structure or appurtenance of the Project. Such Improvements include but are not limited to parking areas, roads, curbs, sidewalks, buildings, Units, garages, driveways, walkways, landscaping, irrigation systems, and any other amenities, facilities, utilities, systems, installed components, and any appurtenances to any of the foregoing.
- W. “Individual Assessment”** means an Assessment levied or imposed against a particular Unit, Owner, or Resident.
- X. “Insurance Fund”** means money set aside in an amount equal to the amount of the Association’s property insurance policy deductible or, if the deductible exceeds \$10,000, an amount not less than \$10,000, as required by § 57-8-43(9)(h) of the Act.
- Y. “Interior Surfaces”** means: (a) wallboard and the like down to but not including wall studs and the like to which it is attached; (b) subfloor and the like but not including floor joists and the like to which it is attached; and (c) ceiling drywall and the like up to but not including the ceiling joists and the like to which it is attached. Interior Surfaces do not include foundation walls, floor slabs, and footings.
- Z. “Land”** means the one or more parcels of land of all phases and portions of the Project as described on the Plat.
- AA. “Lap Dog”** means a domesticated dog that is and, by virtue of its breed, will remain small enough to fit entirely within the confines of its owner’s lap while lying down.
- BB. “Limited Common Area”** means the Land and Improvements within the Project designated as Limited Common Area on the Plat or elsewhere herein that is reserved for the exclusive use and enjoyment of the Owners of one or more appurtenant Units but fewer than all Units, including without limitation: (a) walkways; (b) planter areas adjacent to the walkways; (c) porches; and (d) back patios. The back patio appurtenant to a Unit is identified on the Plat by the letter ‘B’ following the Unit’s unit number.
- CC. “Living Area”** means the habitable interior area of a Unit but, unless otherwise permitted by the applicable government authority, does not include any area in, or structure of or associated with, a Unit that upon construction was intended primarily for use as a storage space, including a garage; such area or structure shall not be used by any individual as Living Area.
- DD. “Lot”** shall mean any numbered building lot shown on the Plat that is intended to have at least one Unit constructed thereon.
- EE. “Maintenance Obligation”** means an obligation of an identified party, at such party’s own expense, to reasonably care for, clean, inspect, test, operate, maintain, repair, replace, and the like, an identified subject. This obligation includes preventative, risk-based, and corrective maintenance, except as otherwise explicitly indicated.
- FF. “Majority”** means at least fifty-one percent (51%).
- GG. “Manager”** shall mean any Person engaged by the Board to manage all or part of the Association including the Common Area and Limited Common Area. Acts of a Manager in the performance of its duties as such shall be considered the acts of the Board.

HH. “**Member**” means the Owner of a Unit or, if multiple Owners, all such Owners taken together, such that there is a single Member per Unit and such that notice given to any one such Owner shall be considered notice given to the Member and to all such Owners.

II. “**Nonprofit Act**” means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et seq.*, as amended or restated from time to time.

JJ. “**Owner**” means a Person holding a Present Ownership Interest in a Unit. *See also* Attorney-in-Fact and Owner Representative. Notwithstanding the foregoing, if a Unit is subject to an executed purchase contract, the purchaser as opposed to the seller shall be considered the Owner upon presentation of a copy of the contract (even with reasonable redactions) to the Board or Manager.

KK. “**Owner Representative**” means a director, officer, member, manager, beneficiary, or other authorized representative of an Owner that is a legal entity, as such Owner shall appoint from time to time. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of notices, meetings, proxies, voting, and eligibility requirements described in this Declaration and the Bylaws.

LL. “**Person**” means a natural person (an individual) and a corporation, partnership, company, association, trust, or other legal entity of any kind whatsoever.

MM. “**Plat**” means the one or more plat maps and legal descriptions of all phases and portions of the Project as such are or may be duly amended or recorded from time to time in the Recorder’s Office of the County. The Plat is attached to this Declaration as **Exhibit B** below.

NN. “**Present Ownership Interest**” means, with respect to a Unit: (a) a fee simple interest; (b) a joint tenancy, tenancy in common, or tenancy by the entirety; (c) an interest of a tenant shareholder in a cooperative; (d) a life estate; or (e) the interest held by a beneficiary, but not by a trustee or grantor, of a trust in which the Unit is held. Notwithstanding the foregoing, a Present Ownership Interest shall not include a security interest in the Unit such as held under a mortgage, deed of trust, or similar instrument.

OO. “**Project**” means all phases and portions of **Aspen Condominium** as described and illustrated on the Plat, including the Land, Lots, Units, Common Area, Limited Common Area, buildings, facilities, structures, appurtenances, Improvements, rights, easements, and articles of personal property of the Association intended for use in connection with the foregoing.

PP. “**Regular Assessment**” means an Assessment based on the Budget for a given fiscal year that is sufficient to cover the Common Expenses, the Reserve Fund component of the Budget, and the required amount of the Insurance Fund. The Regular Assessment for the given fiscal year shall be equally and uniformly levied against each Unit.

QQ. “**Reserve Assessment**” means, for a given fiscal year, the line item for the Regular Assessment allocated to the Reserve Fund in the Budget of a given fiscal year, or other amount levied for the purpose of increasing or replenishing the Reserve Fund. A Reserve Assessment for the given fiscal year shall be equally and uniformly levied against each Unit.

RR. “**Reserve Fund**” means money or other liquid assets set aside to be used for the cost of repairing, replacing, or restoring Common Area, or portions thereof, and Association facilities that

have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, in accordance with § 57-8-7.5 of the Act, but not for Capital Improvements.

SS. “**Reserve Study**” means an analysis consistent with at least the minimum requirements of § 57-8-7.5 of the Act that is performed by a competent third-party provider experienced in conducting such analyses and that includes a recommended reserve allocation amount for 100% funding of the Reserve Fund.

TT. “**Resident**” means any natural person residing in a Unit, including without limitation Owners, tenants, family members of Owners or tenants, and their guests staying more than a week.

UU. “**Resolution**” means a formal written document of the Association in its capacity as a nonprofit corporation that describes an action(s) taken by the Board or the membership of the Association. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule but is void to the extent it conflicts with applicable law, this Declaration, the Articles of Incorporation, or the Bylaws.

VV. “**Rule**” means a duly adopted rule, regulation, policy, procedure, or the like, but not a Resolution, established by the Board for the purpose of the operation, administration, control, or regulation of the Association.

WW. “**Special Assessment**” means an Assessment levied for the purpose of defraying, in whole or in part, Common Expenses not reasonably capable of being fully paid from the Regular Assessment or for the purpose of replenishing the Insurance Fund, including expenses related to emergencies, but not for Capital Improvements. A Special Assessment shall be equally and uniformly levied against each Unit.

XX. “**Unit**” means a single residence within the Association that is constructed within a residential building so as to be physically attached to at least one other residence in the building. Each Unit includes its garage as identified on the Plat. The boundary lines of each Unit are the Interior Surfaces of its outermost perimeter walls, floors, and ceilings. Each Unit includes such Interior Surfaces and all Improvements located within the space encompassed by such Interior Surfaces. Each Unit also includes: (a) its exterior windows and window frames (but not exterior trim), including skylights; (b) its exterior doors and door frames (but not exterior trim), including garage doors; (c) its interior walls within the space encompassed by such Interior Surfaces, including the studs, and its garage slab floor; (d) its insulation and the like behind the Interior Surfaces and within the outermost perimeter walls, floors, and ceilings; and (e) all utilities appurtenant solely to the Unit regardless of location, including without limitation: (1) its electrical cables, wires, conduits, outlets, switches, boxes, breaker panels, and the like; (2) its vents, ducting, heating and cooling components, and the like; (3) plumbing pipes, lines, valves, vents, fixtures, and the like; and (4) all its other utilities to the extent they serve only the Unit, including but not limited to air conditioning (“A/C”) units and related components. Each Unit also includes its Lot and an equal and undivided interest in the Common Area, which interest cannot and shall not be separated from the Unit, and which interest shall be in the form of a right to its use and enjoyment in accordance with the purposes for which it is intended, and subject to the provisions of this Declaration.

3. HOMEOWNERS ASSOCIATION

3.1. Organization

The Association is organized as a Utah nonprofit corporation under, and is thus subject to, the Nonprofit Act. The Association is also subject to the Act and all other applicable federal, state, and local laws and ordinances.

3.2. Description

Responsive to § 57-8-10 of the Act, the Association is comprised of two (2) buildings and a parking parcel, each building including seven (7) Units, and each Unit including a double garage and back patio. The Association also includes Common Area, Limited Common Area, and other Improvements as designated or shown on the Plat, described herein, or as actually constructed. Per the Plat, the buildings were originally constructed of wood superstructures with cedar, brick, and glass exteriors and sloped shingled roofs. Further, the Plat indicates the number of storeys and basements, and the square footage of the various Units, each of which is identified on the Plat with a unique unit number.

3.3. Service of Process

The name and address of the person to receive service of process on behalf of the Association may be found on the Business Search website of the Utah Division of Corporations and Commercial Code.

3.4. Applicability

Pursuant to § 57-8-34 of the Act, all Owners, tenants of such Owners, employees of Owners and tenants, Residents, and all other Persons who may in any manner use the Property or any part thereof shall be subject to the Act and to this Declaration and the Bylaws.

3.5. Active Adult Community—Age Limitations

3.5.1. Housing for Older Persons

The Project is designed and intended to be used as “housing for older persons” as defined in the federal Housing for Older Persons Act (“HOPA”), 42 USC 3607. Each occupied Unit is restricted and limited to being occupied by individuals who are fifty-five (55) years of age or older (“Qualified Residents”), subject to the following Age Exception and Child Exception.

3.5.1.1. Age Exception

Upon the death of the last Qualified Resident of a Unit, the decedent’s underage spouse, sibling(s), or descendant(s) who is at least forty-five (45) years of age (an “Underage Resident”), and who was also a Resident of the Unit prior to and at the time of the death, shall be allowed to continue residing in the Unit along with any others who were also Residents of the Unit prior to and at the time of the death (the “Age Exception”).

To qualify for the Age Exception, a new Underage Resident shall: (a) apply to the Board in writing; (b) comply with the Association’s age verification procedures found in the Bylaws; and (c) be subject to the 80% Rule. Further, the Underage Resident and Unit must be in Good Standing. If the applicant meets the Age Exception requirements and approval will not violate the 80% Rule, the Board shall timely approve the Underage Resident’s application in writing.

3.5.1.2. HOPA 80% Rule

Notwithstanding the above, the Age Exception shall not be available to a new Underage Resident unless, after application of the Age Exception, at least eighty percent (80%) of the occupied Units in the Association will be occupied by at least one individual who is fifty-five (55) years of age or older as determined in accordance with HOPA (the "80% Rule").

3.5.1.3. Temporary Absence

For purposes of the foregoing, each individual who is at least forty-five (45) years of age (including any Qualified Occupant), and who was a Resident of the Unit prior to and at the time of the death, shall be considered a Resident of the Unit whether that individual was or is temporarily absent from the Unit due to being on vacation, military deployment, extended sabbatical, or the like, or in a hospital, nursing home, care center, or other facility that was or is providing short-term or long-term care to that individual.

3.5.1.4. Age Verification

Pursuant to HOPA requirements, the Association shall verify the ages of its Residents no less than every two (2) years as provided in the Bylaws. Proper recurring age verification by the Association and its Residents is required under HOPA for the Association to maintain its legally protected status as housing for older persons. Therefore, a Resident or Owner of each Unit is required to timely and truthfully respond to the Association's age verification procedures found in the Bylaws. Failure to do so for any Unit shall be a violation of this Declaration and may result in fines, eviction, and/or foreclosure.

Pursuant to § 57-8-10.1(9)(b) of the Act, An Owner(s) of a rental Unit shall be responsible for the timely and truthful age verification for its Residents, including any tenants.

3.5.2. Occupancy and Age Limitations

No more than two (2) individuals shall occupy each Unit unless all such individuals are related by blood, marriage, or adoption, and then no more than four (4) such individuals shall occupy the Unit, subject to the following Child Exception. All Residents of each Unit shall be at least fifty-five (55) years of age, subject to the Age Exception (above) and the following Child Exception.

3.5.2.1. Child Exception

In an Owner-occupied Unit and notwithstanding the two (2) or four (4) individual limit per Unit, one or more child under the age of eighteen (18) that is related to the Owner by blood or adoption may reside in the Unit with the Owner if the Owner becomes the child's legal guardian due to the death, incapacity, or military deployment of the child's parent(s) or prior legal guardian(s), or due to abandonment of the child by the child's parent(s) or prior legal guardian(s) (the "Child Exception").

To qualify for the Child Exception, an Owner shall: (a) apply to the Board in writing; (b) provide proof of the Owner's legal guardianship of each child; and (c) provide written proof of the child's parents' or prior legal guardians' death, incapacity, military deployment, or abandonment. Further, the Owner and Unit must be in Good Standing. If the applicant meets the Child Exception requirements, the Board shall timely approve the Owner's application in writing. An approved Child Exception shall automatically terminate when the Owner no longer meets the requirements of the Child Exception.

3.6. Registration

The Board shall cause the Association to be timely registered in the Utah Department of Commerce Homeowner Associations Registry, and shall cause such registration to be timely updated, in accordance with § 57-8-13.1 of the Act.

3.7. Duties, Powers, and Obligations

The Association shall have, exercise, and perform all of the duties, powers, and obligations granted to it under the Nonprofit Act, the Act, other applicable law, this Declaration, the Articles of Incorporation, and the Bylaws. Notwithstanding any of the foregoing, the powers of the Association, exercised through its Board or Members or otherwise, shall be limited and restricted as provided herein.

In general, it is the intent of this Declaration that the Association shall have all duties and powers reasonably necessary to regulate and operate the Common Area, the Limited Common Area, and the Project as a whole for the use, enjoyment, and benefit of the Owners and Residents, and to regulate and operate in a manner that makes the Common Area, Limited Common Area, and Project as a whole reasonably safe for and accessible to the Owners and Residents.

Notwithstanding anything to the contrary, and except as otherwise provided by applicable law, this Declaration, or the Bylaws, the duties and powers of the Association shall not include, and it is expressly prohibited from, regulating or otherwise controlling, and attempting to regulate or otherwise control, the health, safety, or welfare of the Owners or Residents themselves, or of their guests or invitees, or of any other individual, or of the Association's membership as a whole, for any purpose whatsoever. The Association is further prohibited from donating or otherwise providing Association funds to Persons, organizations, causes, campaigns, candidates, initiatives, or otherwise; notwithstanding the foregoing, Association funds may only be provided to bona fide providers in payment for Common Expenses, Capital Improvements, or uses of the Reserve Fund in accordance with § 57-8-7.5(c) of the Act. Any Board member acting in or under color of their official capacity shall be individually and personally liable to the Association and its Owners and Residents for his or her intentional or grossly negligent violation, or attempted violation, of the prohibitions enumerated in this paragraph, and shall be subject to attorney fees and costs in relation to such intentional or grossly negligent violation, or attempted violation, without indemnification by the Association.

3.8. Powers Limitations & Restrictions

In addition to any other limitations in applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, the powers of the Association, whether exercised through its Board or Members or otherwise, shall be restricted as follows. Any exercise of power by the Association in violation of any such restrictions shall be entirely void and unenforceable. The Association shall be liable at law and in equity for any violation of such limitations and restrictions, and for reasonable attorney fees and costs in relation to such violations.

3.8.1. Inconsistent Actions

Except as provided in the Nonprofit Act, the Act, or other applicable law, the Association, whether through its Board or otherwise, shall not act or fail to act in a manner that is inconsistent with the provisions of this Declaration, the Articles of Incorporation, or the Bylaws.

3.8.2. Conflicting Rules

The Association shall not establish any Rule or Resolution that conflicts with the Nonprofit Act, the Act, other applicable law, this Declaration, the Articles of Incorporation, or the Bylaws; any Rule or Resolution that conflicts in any manner with any of the foregoing shall be entirely void and unenforceable.

3.8.3. Owner Easements

Except as otherwise provided in applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, or for purposes of reasonable maintenance or the like, the Association shall not limit or restrict an Owner's right and easement of use and enjoyment of the Common Area or of the Limited Common Area that appertains to that Owner's Unit. Notwithstanding the foregoing, and except for purposes of reasonable maintenance or repairs or the like, the Association shall not restrict or limit access to Units via Common Area or Limited Common Area streets, sidewalks, driveways, parking areas, and the like.

Notwithstanding anything to the contrary in the Governing Documents, the Association shall have the right and power to temporarily close to its membership any portion of the Common Area for purposes of maintenance, repairs, or the like, or for compliance with governmental regulations or the like.

3.8.4. Personal Property

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict personal property that may be kept at, and transported to and from, a Unit; nor shall the Association discriminate in any manner whatsoever against any Person in relation to their personal property or that of any other Person(s).

3.8.5. Religion

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict any Person's free exercise of religion; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the free exercise of religion; nor shall religion or the free exercise thereof be a subject or condition of any Rule or Resolution.

3.8.6. Speech

Except as otherwise provided in this Declaration, the Articles of Incorporation, or the Bylaws, the Association shall not interfere with, limit, or restrict any Person's right of free speech; nor shall the Association discriminate in any manner whatsoever against any Person in relation to free speech.

3.8.7. Assembly

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble at a Unit, virtually, or outside the Project, including with its guests and invitees; nor shall the Association discriminate in any manner whatsoever against any Person in relation to peaceably assembling at a Unit, virtually, or outside the Project.

3.8.8. Association

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict a Person's right to associate or the Person's right to privacy in relation thereto; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the right to associate or the right to privacy in relation thereto; nor shall the right to associate or the right to privacy in relation thereto be a subject or condition of any Rule or Resolution.

3.8.9. Arms

The Association shall not interfere with, limit, or restrict an individual's right to keep, bear, and lawfully use arms (including firearms, ammunition, and appurtenances to arms); nor shall the Association discriminate in any manner whatsoever against any individual in relation to the right to keep, bear, and lawfully use arms; nor shall the right to keep, bear, and lawfully use arms be a subject or condition of any Rule or Resolution.

3.8.10. Units

Except as otherwise provided in applicable law, this Declaration, or the Bylaws, the Association and its Board members, officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Unit without the express permission of its Owner.

3.8.11. Working from Home

Except as otherwise provided in this Declaration, the Association shall not interfere with, limit, or restrict any Resident's right to work from home at his or her Unit; nor shall the Association discriminate in any manner whatsoever against any individual in relation to working from home; nor shall working from home or not working from home be a subject or condition of any Rule or Resolution. As used herein, "working from home" means working from home for or on behalf of a business rather than working at an office, facility, or other location of the company.

3.8.12. Fines and Punishments

The Association shall not impose excessive fines or inflict cruel and unusual punishments, nor shall fines be imposed for violations unless supported by reasonable oath or affirmation. Notwithstanding the foregoing, the Association may impose fines and limit the use of the Common Area and Limited Common Area as provided in this Declaration, the Bylaws, and the Act.

3.8.13. Household Composition

Except as otherwise provided in applicable law or this Declaration, the Association shall not interfere with, limit, or restrict the right of Owners or Residents to determine the composition of their households; nor shall the Association discriminate in any manner whatsoever against any Person in relation to household composition.

3.8.14. Privacy

Except as otherwise provided in applicable law, this Declaration, the Articles of Incorporation, or the Bylaws, the Association shall not violate the right of Persons to privacy and to be secure in their persons, vehicles, houses, and papers and effects (whether electronic or otherwise), against unreasonable searches and seizures.

Except as otherwise provided in this Declaration, the Association shall not have the power to require any individual to obtain or to not obtain any type of medical treatment, procedure, condition, or the like, including but not limited to any vaccination, or to provide any information regarding the foregoing, or to provide, disclose, or utilize any evidence or verification thereof, for any purpose whatsoever; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) obtaining, providing, disclosing, or utilizing the same or not obtaining, providing, disclosing, or utilizing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule or Resolution.

Except as otherwise provided in this Declaration, the Association shall not have the power to require any individual to utilize or to not utilize any medical device or health-related device for any purpose whatsoever, including but not limited to face coverings, or to provide, disclose, or utilize any evidence or verification thereof; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) utilizing, providing, or disclosing the same or not utilizing, providing, or disclosing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule or Resolution.

Except as otherwise provided in this Declaration, the Association shall not have the power to require any individual to provide or disclose any health-related information; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the health-related information, or lack thereof, of an individual(s); nor shall the Association collect or maintain any such information without the written approval of the individual (or their parent or legal representative) to whom such information pertains and subject to that individual's ability to withdraw such approval in writing at any time; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule or Resolution.

3.9. Membership

Membership in the Association is appurtenant to each Unit; the Owner(s) of each Unit shall at all times be a Member of the Association so long as such Owner(s) holds a Present Ownership Interest in the Unit. An Owner's membership shall automatically terminate when the Owner(s) ceases to hold a Present Ownership Interest in the Unit and, upon transfer of such interest, the new Owner(s) succeeding to such interest shall likewise succeed to membership in the Association. No Unit may be severed from the Association.

If more than one Person holds a Present Ownership Interest in a Unit, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportion in which such interests are held.

3.10. Contact Information

Upon becoming an Owner or a Resident, and upon reasonable request of the Association, each Owner and Resident shall provide the Association with at least the following contact information: (a) their full legal name and, if a legal entity, the State in which it was formed; (b) the address of their primary residence or, if a legal entity, the address of its primary office; (c) the address of the Unit by which they are an Owner or Resident; (d) their email address; (e) and their telephone number.

Regardless of any waiver of notice provided to the Association, it shall be the continuous duty of each Owner and Resident to keep their contact information current with the Association. Owners and Residents that fail to keep their contact information current with the Association, whether or

not they reside within the physical boundaries of the Project, shall be deemed not in Good Standing and in violation of this Declaration.

4. VOTING RIGHTS

The Association shall have the following class of voting members—Class A Members. The Association shall also have the following one class of nonvoting members—Class B Members.

4.1. Class A Members

Class A Members are voting Members and shall include all Owners, except for Owners that are Class B Members. Each Class A Member shall be entitled to one (1) vote for each Unit that Member owns. When more than one (1) Person owns a Unit, the vote for such Unit may be cast as they shall determine among themselves, but in no event will fractional voting be allowed; fractionalized or split votes shall be disregarded.

4.2. Class B Members

Class B Members are nonvoting Members and shall be Owners that meet the following criteria: (a) the Owner holds a Present Ownership Interest in at least ten percent (10%) of the total number of Units within the Association; (b) the Owner is a member of a family or extended family in which various members of such family/extended family, taken together, hold Present Ownership Interests in at least ten percent (10%) of the total number of Units within the Association, where such family/extended family members are related by blood, adoption, marriage, cohabitation, or the like; (c) the Owner is owned or controlled in whole or in part, directly or indirectly, by a Person or group of associated or related Persons that may own or control, directly or indirectly, zero or more other Owners that, together with the Owner, hold Present Ownership Interests in at least ten percent (10%) of the total number of Units within the Association; or (4) any combination of the foregoing.

The intent of this class of membership (Class B Members) is to prevent Owners from effectively gaining control of the Association by amassing ownership interests in multiple Units. Nonlimiting examples of Class B Members include the following: (a) an Owner that owns at least 10% of the Units; (b) Owners in the same family/extended family that, taken together, own at least 10% of the Units; and (c) various Owners that, taken together, own at least 10% of the Units where such Owners are all ultimately owned or controlled by the same Person or group of associated or related Persons regardless of how many intervening individuals or legal entities exist between such Owners and such Person or group of Persons. The Class B voting prohibition shall be construed and interpreted broadly against Class B Members.

4.3. One Vote per Unit

Notwithstanding anything to the contrary, in the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves; but in no event shall more than one (1) Class A vote be cast with respect to any Unit. A vote cast at any meeting or by written ballot by any one (1) of a Unit's Owners, whether cast in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Unit; if more than one (1) vote is cast for the Unit then all such votes shall be disregarded completely.

5. OWNERSHIP AND EASEMENTS

All easements described in this Declaration shall run with the land to which they are appurtenant.

5.1. Common Area

The Association owns all the Common Area, and each Owner shall have, in common with all other Owners, a nonexclusive right and easement of use and enjoyment in and to the Common Area. Such right and easement appurtenant to each Unit shall pass with title to the Unit and shall in no event be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated from the Unit. An Owner may temporarily delegate such rights and easements to the Resident(s) of the Owner's Unit. Notwithstanding the foregoing, such rights and easements common to all Owners, delegated or otherwise, shall be limited as provided in this Declaration and, to the extent permitted by the Declaration, subject to all Resolutions and Rules duly established.

5.2. Limited Common Area

The Association owns all Limited Common Area, and each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Limited Common Area that is exclusively appurtenant to its Unit, and shall also have an exclusive right and easement of use and enjoyment in and to the Limited Common Area that is appurtenant to the Owner's Unit and one or more, but not all, other Units with such right and easement held in common with the Owners of such other Units. Such right and easement appurtenant to each Unit shall pass with title to such Unit and in no event shall be separated therefrom, or encumbered, pledged, assigned, or otherwise alienated from the Unit. Any Owner may temporarily delegate such rights and easements to the Resident(s) of the Owner's Unit. Notwithstanding the foregoing, such rights and easements common to one or more, but not all, Owners, delegated or otherwise, shall be limited as provided in this Declaration and, to the extent permitted by the Declaration, subject to all Resolutions and Rules duly established.

5.3. Units

A Unit is owned by its respective Owner(s). The Association may own a Unit(s). The Association shall have a perpetual nonexclusive easement in and to each Unit for purposes of: (a) reasonable access to and installation, inspection, maintenance, repair, replacement, and improvement of Common Area, Limited Common Area, and other property owned or maintained by the Association, but only to the extent that such Common Area, Limited Common Area, or other property is located, or is only reasonably accessible from, within a Unit; (b) mitigation of emergency conditions impacting or imminently threatening to impact Common Area, Limited Common Area, or other Units; and (c) maintenance and repair of the exterior components of Units for which the Association has an exterior Maintenance Obligation, which easement shall be considered an "ownership interest" as that term is used in the Act, albeit a nonpossessory ownership interest that is limited for purposes of the easement and for purposes of the Act.

5.4. Utility Easements

In addition to other easements granted herein in favor of the Association and other easements shown on the Plat, Units are hereby made subject to a nonexclusive utility easement in favor of the Association for reasonable access to, and installation, inspection, maintenance, repair, replacement, and improvement of, utilities that run through, across, under, or over the Units, including but not limited to electrical, gas, water, sewer, drainage, phone, cable, satellite, and internet utilities.

Further, the Association shall have the right to grant such utility easements to any governmental entity, quasi-governmental entity, or utility provided, however, that such easements must be used in a manner that does not unreasonably interfere with the Association, the Units, the easements of the Owners in, or the Owners' rights of use and enjoyment of, the Common Area and Limited Common Area. By accepting a deed to a Unit, each Owner expressly consents to such utility easements, and authorizes and appoints the Association as its attorney-in-fact to execute any and all instruments on the Owner's behalf conveying or otherwise related to such easements.

5.5. Encroachment Easements

A nonexclusive encroachment easement is hereby granted in favor of the Association for purposes of encroachment and the maintenance of such encroachment in the event that any Common Area, Limited Common Area, or Improvement of the Association unintentionally encroaches at any time on a Unit, either due to the manner of its construction or due to settling, shifting, repair, restoration, alteration, or replacement. Such an encroachment easement shall continue for the duration of the encroachment. An equivalent easement is hereby granted in favor of the Owner(s) of each Unit for the same purposes in the event that the Unit unintentionally encroaches at any time on Common Area or Limited Common Area due to the same causes, and for the same duration.

An encroachment easement shall not exist if the encroachment results from intentional or negligent conduct on the part of, or with the knowledge and consent of, the Person claiming benefit of such easement.

5.6. Easement Limitations

An Owner's right and easement of use and enjoyment of the Common Area and Limited Common Area, delegated or not, shall be subject to the following limitations:

5.6.1. Association Rules

The right of the Association to establish Rules that govern the use of the Common Area and Limited Common Area;

5.6.2. Suspension of Rights

The right of the Association to suspend the right to use and enjoy the Common Area and Limited Common Area of the Owner(s) and/or Resident(s) of a Unit for any period of time during which the Unit, or any Owner or Resident thereof, remains in violation of any provision of the Governing Documents after proper notification, or remains delinquent in any amount due to the Association. Notwithstanding the foregoing, the right to access a Unit via Common Area and Limited Common Area streets, sidewalks, and the like, and to obtain utilities and other public services at the Unit, shall not be suspended.

5.6.3. Dedication or Conveyance

The Association shall have the right to dedicate or convey, in accordance with applicable law, any portion of the Common Area for such purposes and subject to such conditions as may be agreed upon by a vote of the Members representing at least sixty-seven percent (67%) of the Units, but such a membership vote is only required if such dedication or conveyance would materially limit the Owners' use and enjoyment of the Common Area.

The Association shall also have the right to dedicate or convey, in accordance with applicable law, any portion of the Limited Common Area for such purposes and subject to such conditions as may be agreed upon by a vote of the Members representing at least sixty-seven percent (67%) of the Units, and the written agreement of the Members representing all Units to which such Limited Common Area is appurtenant, but such a membership vote and written agreement is only required if such dedication or conveyance would materially limit the use and enjoyment of such Limited Common Area.

5.6.4. Views

Views from Units or elsewhere on the Project are not assured or guaranteed in any way, and there is no warranty concerning the preservation of any view or view plane from a Unit or elsewhere on the Project. There are not, and will not be, any view easements or view rights in favor of any Owner, Unit, or Association. The Association shall have the right to add trees, landscaping, and other Improvements throughout the Common Area without being required to maintain any particular view.

5.7. Damage Related to Easement Use

Damage of any kind to the Common Area or Limited Common Area, or to any Unit, caused directly or indirectly in relation to the use or maintenance of an easement or its appurtenances shall be promptly and completely restored at the expense of the Person holding the easement.

6. OPERATION AND MAINTENANCE

Exhibit A includes a maintenance chart that summarizes and supplements the Maintenance Obligations of the Association and the Owners.

6.1. Common Area

The Association shall solely have the Maintenance Obligation for and duty to operate the Common Area, except as otherwise indicated in the Declaration. Notwithstanding the foregoing, Owners and Residents shall, with respect to their own use and enjoyment of the Common Area, and that of their children, guests, and invitees, be obligated to keep it neat, clean, free of hazards, and free of interference with the Maintenance Obligation of the Association.

6.2. Limited Common Area

The Association shall solely have the Maintenance Obligation for the Limited Common Area, except as otherwise indicated in the Declaration. Notwithstanding the foregoing, Owners and Residents shall, with respect to their own use and enjoyment of the Limited Common Area, and that of their children, guests, and invitees, be obligated to keep it neat, clean, free of hazards, and free of interference with the Maintenance Obligations of the Association.

6.3. Units

The Owner(s) of a Unit shall, incidental to ownership, have the Maintenance Obligation for: (a) the Unit; and (b) the planter area and back patio appurtenant solely to the Unit. The Owner(s) of a Unit shall also be responsible for the replacement of all consumable components installed outside their Unit that are appurtenant solely to their Unit, such as on or in Common Area or Limited Common Area. Such consumable components include light bulbs and filters and the like.

6.4. Repairs by Association

No Owner shall permit its Unit to fall into a state of disrepair or fail to meet its Maintenance Obligations. Should an Owner permit any portion of its Unit to fall into a state of disrepair that is dangerous, unsafe, unsanitary, or unsightly, or fail to meet its Maintenance Obligations, the Association may give written notice to the Owner describing the condition complained of and demand that the Owner correct the condition within fifteen (15) days or other longer reasonable time period. If the Owner fails to take timely 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 assessed to the Unit and its Owner(s) as an Individual Assessment.

6.5. Maintenance Caused by Owner

To the extent that an Owner or Resident, or their guest(s) or invitee(s), cause damage to the Common Area or Limited Common Area, all costs related to cure such damage, along with all related administrative and other costs, shall be assessed to the Owner Resident. If the individual(s) responsible for the damage is a non-Owner Resident of a Unit, or the guest or invitee of such Resident, the Owner of the Unit shall be jointly and severally liable along with such Resident for all such assessments.

Further, if a need for maintenance of any Common Area, Lot, or Unit arises that would not have occurred but for an appurtenance that serves only one Unit, regardless of the appurtenance's location, the Owner of that Unit shall be responsible for all related maintenance costs.

7. USE LIMITATIONS & RESTRICTIONS

7.1. Household Composition

Occupancy of a Unit shall be limited to a single Family.

7.2. Guest Use of Common Area

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of Common Area by guests of Residents or by guests of non-resident Owners, but only to the extent that such Rules apply uniformly to the guests of all Residents or to the guests of all non-resident Owners.

7.3. Rules and Governing Documents

No Owner, Resident, or other Persons to whom this Declaration is applicable shall violate the Governing Documents, including the Rules. Owners, Residents, and such other Persons shall be obligated to ensure that their guests and invitees do not violate the Governing Documents.

7.4. Business Use

No business use or trade may be conducted from a Unit unless: (a) the business use or trade is not readily apparent by sight, sound, or smell from outside the Unit, other than for reasonable ingress and egress to and from the Unit and the Project; and (b) the business use or trade does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of the Project or the Residents thereof. For purposes of this restriction, the phrase "business use or trade" shall not include: (c) working from home; (d) garage sales; and (e) leasing or renting a Unit.

7.5. Garage Sales

The Board shall have the power to establish Rules to allow and to that place reasonable conditions and restrictions on garage sales within the Project. Absent such Rules, garage sales are prohibited. Notwithstanding the foregoing, other limitations and restrictions provided in this Declaration, the Article of Incorporation, or the Bylaws, such as those regarding parking, signs, nuisance, and other topics are not subject to such rulemaking and shall remain applicable to any allowed garage sales.

7.6. Fireworks

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the use of fireworks within the Project, including prohibiting fireworks entirely within the Project. Notwithstanding the foregoing, the use of illegal fireworks and incendiary devices as defined in Utah Code § 76-10-306 is strictly prohibited within the Project, as is the use of legal fireworks when such use is prohibited by a governmental or other regulatory authority that has jurisdiction over the Project.

7.7. Graffiti

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on graffiti within the Project, including prohibiting graffiti entirely within the Project. The term "graffiti" as used herein means drawings or inscriptions made with sidewalk chalk or other medium that readily washes away with water or is otherwise readily removable from any surface to which it may be applied with minimal effort; graffiti in any other medium of that does not meet the foregoing requirements is strictly prohibited within the Project.

7.8. Garbage Containers

Except as otherwise established by Rule, garbage containers shall be stored in garages except when put out for trash pick-up no earlier than the day prior to pick up and put away again no later than the end of the day of pick up. If garbage containers are put out for trash pick-up but the responsible Resident is away on the day of pick up, arrangements must be made to have the containers that were put out moved to the garage door until they can be moved into the garage.

7.9. Disorderly Activities and Conditions

Except as otherwise provided in this Declaration, any activity that causes or creates disorderly, unsightly, or unkempt conditions that are visible from outside a Unit is prohibited, and all rubbish, debris, and unsightly materials or objects of any kind that are visible from outside a Unit shall not be allowed to accumulate and shall be removed from Units, Common Area, and Limited Common Area. Such conditions include but are not limited to bicycles, toys, or other personal property left on the Common Area or Limited Common Area or that otherwise interfere with the Association's Maintenance Obligations.

7.10. Nuisance, Noise, and Quiet Hours

Except as otherwise limited in this Declaration, the term "nuisance" as used herein means anything that is: (a) injurious to health; (b) indecent or offensive to the senses; (c) that hinders or interferes with the quiet enjoyment of the Residents; or (d) that hinders or interferes with the Association's Maintenance Obligations. Nuisances are prohibited within the Project, including in, on, or about the Common Area, Limited Common Area, and Units. Nuisances include without limitation any condition brought about or activity carried out, illegal or otherwise, by an Owner or Resident or

their guest or invitee, by any other Person to whom this Declaration is applicable, or by a Unit, that: (e) is noxious or offensive; (f) causes embarrassment, discomfort, annoyance, distress, or disturbance to Owners or Residents or their guests or invitees, particularly if law enforcement is called; (g) creates an unreasonable amount of noise or traffic, especially after 10:00 pm and before 7:00 am; or (h) that results in an unreasonable level of light or sound pollution, particularly that is out of character with the rest of the Project. The Board shall have the power to establish Rules consistent with this restriction in relation to nuisance, noise, and quiet hours within the Project.

7.11. Damage or Waste

No damage or waste shall be caused to the Common Area or Limited Common Area by any Owner or Resident or their guest or invitee, or any other Person to whom this Declaration is applicable.

7.12. Smoking

Smoking is prohibited within the Project and in, on, and about the Common Area, Limited Common Area, and all Units. The term "smoking" as used herein includes but is not limited to the burning, smoking, or otherwise using any tobacco, marijuana, vaping, or other similar product or device of any type whatsoever.

7.13. Hazardous Substances

Owners and Residents shall comply with applicable environmental laws, and shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances within the Project that are not properly controlled, safeguarded, and disposed of. No one shall permit anything to be done or kept within the Project which would be in violation of any public law, ordinance, or regulation. Each Owner shall indemnify, defend, and hold harmless the Association against any and all actions, claims, damages, expenses, losses, or liabilities (including without limitation regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association arising from or in any way related to the acts or omissions of the Owner or its Residents or their guests or invitees in relation to such hazardous substances.

7.14. Open-Flame Devices

As required by Utah Code § 15A-5-103 and Section 308 of the International Fire Code, 2018 edition, the outdoor use and storage of open-flame devices is strictly prohibited unless such devices are stored and operated at least ten (10) feet away from all combustible construction including Units, combustible balconies, garages, and fencing (including vinyl fencing). Further, the use and storage of open-flame devices is strictly prohibited on grass and planter areas and on driveways. The use of open-flame devices is strictly prohibited in garages. Open-flame devices include barbecues, charcoal-fueled grills, fire pits, and any other outdoor device that produces a flame.

Notwithstanding the foregoing and consistent with Utah law, the following are not prohibited: (a) the use and storage of liquid propane (LP)-gas cooking devices having an LP-gas container with a water capacity (WC) of not greater than 2½ pounds (nominal 1 pound (16 oz) LP-gas capacity); (b) the use and storage of electric cooking grills that do not produce a flame and that bears the mark of an independent testing laboratory, such as Underwriter Laboratory; and (c) the installation and use of conventional indoor gas appliances such as gas ovens, stoves, cooktops, water heaters, and furnaces.

7.15. Insurance Impacts and Inspections

Nothing beyond that which is customary for residential use shall be done or kept within the Project by any Owner or Resident that will increase the rate of any insurance maintained by the Association, or that will result in cancellation of such insurance.

In the event of an insurance inspection or survey or the like by an insurance provider of the Association that results in a requirement to implement a loss control measure or the like, the Board shall, to the extent not inconsistent with this Declaration or the Bylaws, timely take the required action and/or establish a Rule(s) or adopt a Resolution(s), as appropriate, that is sufficient to reasonably meet the requirement.

7.16. Fences and Walls

Except as otherwise provided in this Declaration, no fence, wall, or the like shall be caused to be installed by any Owner or Resident on Common Area or Limited Common Area. The Board shall have the power to remove any such structure and to assess all costs related to its removal to the Resident and Owner of the Unit at which the structure was installed.

7.17. Trees, Shrubs, and Bushes

No tree, shrub, bush, hedge, or the like, real or artificial, shall be caused to be planted or placed by any Owner or Resident on the Common Area. The Board shall have the power to remove any such plant and assess the cost related to removal to the violating Resident and to the Owner of the Unit at which the plant was kept.

7.18. Lawn and Vegetation

Any condition brought about, or activity carried out, by an Owner or Resident or their guest or invitee, or by a Unit, that materially disturbs, damages, or destroys the lawn, vegetation, landscaping, sprinkler system, or other appurtenance of the Project is prohibited.

7.19. Planting and Gardening

Except as allowed in Limited Common Area planters, no planting or gardening, real or artificial, shall be caused to be done by any Owner or Resident in the grounds of Common Area or Limited Common Area. The Board shall have the power to remove any such plant and assess the cost related to removal to the violating Resident and to the Owner of the Unit at which the planting occurred.

The Board shall have the power to establish Rules that place reasonable conditions and restrictions on the placement of easily movable planter boxes and the like on Common Area immediately adjacent to Units, and on Limited Common Area, including the prohibition of such planter boxes entirely within the Project. Notwithstanding the foregoing, the Board shall not allow placement of planter boxes or the like that interfere with or increase the cost of the Association's Maintenance Obligations, or that will damage the landscaping.

7.20. Animals

No animals of any kind shall be kept by Owners or Residents within the Project. The term "Project" as used in this "Animals" provision shall include in, on, or about every Unit, Common Area, and Limited Common Area.

Notwithstanding the foregoing, no more than two (2) common household pets may be kept and housed on the interior of a Unit provided such pets are not kept for commercial or breeding

purposes. One (1) aquarium, not to exceed seventy-five (75) gallons in capacity, containing any number of fish shall be considered one (1) pet.

The term "pet" as used in this Declaration is limited to meaning a bird, cat, dog, fish, or rodent, except as prohibited herein below. Notwithstanding the foregoing, if federal, state, or local law, or any Association insurance provider, disallows an otherwise allowed pet or type of pet from being possessed or kept within the Project, then such disallowed pet shall not be allowed in the Project. The following prohibited pets are commonly considered "high-risk" by various insurance carriers and are thus prohibited within the Project.

7.20.1. Prohibited Birds

Notwithstanding anything to the contrary in the Governing Documents, the following types of birds are prohibited within the Project: all types of birds including but not limited to crows, poultry, and raptors, except for the following types of birds that are not prohibited: african grey, amazon, caique, canary, cockatiel, cockatoo, conure, eclectus, finch, lorikeet, lory, lovebird, macaw, parakeet, parrot, parrotlet, or poicephalus.

7.20.2. Prohibited Cats

Notwithstanding anything to the contrary in the Governing Documents, the following types of cats are prohibited within the Project: all types of bobcat, Bengal, Canadian Lynx, Chausie Cat, Caracal, Geoffroy's Cat, Jungle Cat, Maine Coon, Manul, Ocelot, Pixie-bob, Savannah, Serval, and any other cat not normally considered a common pet house cat.

7.20.3. Prohibited Dogs

Any dog that is not a Lap Dog, as defined herein, is prohibited within the Project.

Notwithstanding anything to the contrary in the Governing Documents, the following types of dogs are prohibited within the Project: all types of Akita, Bandog, Boxer, Bulldog, Bully Kutta, Cane Corso, Chow Chow, Doberman Pinscher, Dogo Argentino, German Shepherd, Great Dane, Gull Dong, Japanese Tosa, Malamute, Mastiff, Pit Bull Terrier, Presa Canario, Rottweiler, Rhodesian Ridgeback, Siberian Husky, Staffordshire Terrier, wolf hybrid, and any other dog not normally considered a common pet dog.

7.20.4. Prohibited Fish

Notwithstanding anything to the contrary in the Governing Documents, the following types of fish are prohibited within the Project: all types of Arapaima, Boxfish, Catfish, Carp, Electric Eel, Piranha, Pufferfish, Snakehead, Stingray, Stonefish, Triggerfish, and any other fish not normally considered a common indoor pet fish.

7.20.5. Prohibited Rodents

Notwithstanding anything to the contrary in the Governing Documents, the following types of rodents are prohibited within the Project: all types of rodents, including but not limited to mice and rats, except for the following types of rodents that are not prohibited: hamsters, gerbils, guinea pigs, chinchillas, and rabbits (though rabbits are not technically classified as a rodent).

7.20.6. Pet Registration

All dogs and cats, and any other animal typically requiring such, shall at all times be registered or licensed by the registering or licensing authority as required by applicable City or County ordinances.

Owners and Residents shall register their pets with the Association annually. Required documentation to register a pet shall include: (a) the name and Unit address of the pet, and name of the applicant Owner or Resident; (b) the type and breed of the pet; (c) a complete copy of the written application for the pet's registration or licensure that was submitted to the registering or licensing authority (e.g., the City or County); (d) complete copies of the written records of the pet's registration or licensure as issued by the registering or licensing authority; (e) complete copies of any written veterinary records, proofs of vaccination, health certificates, or the like that were required by the registering or licensing authority; (f) the registration or license number issued to the pet by the registering or licensing authority; (g) the name and city or county of the registering or licensing authority; and (h) at least one color photograph of the pet sufficient to visually and accurately identify the pet at the time of registration. Failure to provide the required documentation, or providing incomplete documentation, shall result in denial of the pet registration request.

Each pet must always wear any identification tag or the like issued for it by the registering or licensing authority.

The Board shall have the power to establish Rules related to pet registration that are not inconsistent with this Declaration, including but not limited to Rules that establish: (i) a pet registration fee that shall not exceed \$25 (fifty US Dollars) annually; (j) other required documentation for pet registration in addition to that required above; (k) procedures related to pet registration requests, review, approval, and denial; (l) a schedule of fines specific to pet violations that may be no less than the schedule of fines in this Declaration or the Bylaws; and (m) conditions under which the Owner or Resident shall be required to permanently remove the pet from the Project.

7.20.7. Outdoor Pets Prohibited

Pets are prohibited from being outdoors within the Project at any time. Notwithstanding the foregoing, a pet may leave its Unit only if it is on a leash, or being held by, and is under the control of a responsible party. The responsible party shall also have on their person the receptacles necessary to, and shall, immediately clean up and remove any animal feces or other debris that the pet may otherwise leave outside.

7.20.8. Pet Nuisance

No pet, or pet owner in relation to the pet, shall create a nuisance at any time. The term "nuisance" as used herein in relation to pets shall additionally mean, but shall not be limited to, any of the following acts by or conditions caused in relation to a pet: (a) damage to the property of anyone; (b) unpleasant odors; (c) unsanitary conditions; (d) defecating on Common Area, Limited Common Area, or the Lot of any Unit when the feces are not immediately cleaned up and removed; (e) barking, howling, whining, or making other noises that disturb the quiet peace and enjoyment of others; (f) lunging at, jumping on, harassing, attacking, chasing, or acting aggressively toward other animals or passersby whether they are walking, running, riding, or in vehicles; (g) escaping from a leash, responsible party, or Unit; (h) otherwise acting or creating conditions so as to unreasonably bother, annoy, disturb, or interfere with the quiet peace and enjoyment of others; (i) keeping more

than the allowed number of pets; and (j) failing to register a pet with the Association. The Board shall have the power to establish Rules that further define nuisance in relation to pets.

7.20.9. Pet Removal

A pet owner shall permanently remove the pet from the Project upon written notice by the Association. A pet that has not been registered with the Association and that has been the subject of two (2) fines for any reason, subject to the final decisions of any informal hearings, shall be permanently removed from the Project. A pet that has been the subject of two (2) fines for nuisance, subject to the final decisions of any informal hearings, shall be permanently removed from the Project. The Board shall have the power to remove any such pet and assess the cost related to removal to the pet owner and Owner of the Unit at which the pet is kept.

7.20.10. Joint and Several Liability

Each pet owner and the Owner(s) of the Unit at which the pet is kept, whether such pet is registered with the Association or otherwise, shall be jointly and severally liable to the Association for: (a) violations of the Governing Documents in any way related to the pet; (b) acts and omissions of or in any way related to the pet, regardless of intent or the degree of negligence; (c) damage to Common Area or Limited Common Area caused either directly or indirectly by or in any way related to the pet; and (d) any other actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever arising from or in any way related to the pet.

7.20.11. Indemnification

Each pet owner and the Owner(s) of the Unit at which the pet is kept, whether such pet is registered with the Association or otherwise, shall indemnify, defend, and hold harmless the Association against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association arising from or in any way related to the pet.

7.21. Signs, Banners, and Flags

No sign, banner, flag, or the like shall be caused to be placed or displayed by any Owner or Resident on the Common Area, Limited Common Area, or allowed on the outside of their Unit, nor shall any such item be placed or displayed within a window or otherwise so as to be visible from outside of their Unit. Such items include but are not limited to: (a) political, for sale, for rent, security, posters, billboards, and all other types of signs, banners, flags, or the like regardless of their size, message, location, or placement; (b) electronic or digital or other types of displays; and (c) advertising of any kind whatsoever. Notwithstanding the foregoing, common welcome doormats that do not include political or activist or other such messages shall not be prohibited.

Notwithstanding the foregoing, the Owner(s) of a Unit may place or display a common "For Sale" sign inside a window of the Unit so as to be visible by passersby during the time the Unit is being offer for sale.

Notwithstanding the foregoing, the Association shall not prohibit an Owner or Resident from displaying a United States flag inside their Unit or Limited Common Area appurtenant thereto, or on their Lot, or on the exterior of their Unit, if the display complies with United States Code, Title

4, Chapter 1, The Flag, and if no Common Area or Limited Common Area is modified, interfered with, or damaged in order to display the flag.

7.22. Holiday Displays

Notwithstanding anything to the contrary in this Declaration, and subject to time, place, and manner Rules established by the Board, Residents may, on the exterior of their Unit and its exclusively appurtenant Limited Common Area, display holiday decorations of the kinds and at the times normally displayed on residences in residential neighborhoods to the extent that such displays are temporary and leave no lasting traces on the exterior of the Unit. The term "holiday" as used here shall be strictly limited to the official Utah state holidays as they may change from time to time. Notwithstanding the foregoing, no such signs, symbols, or decorations shall be placed on or otherwise interfere with the Association's Maintenance Obligations or damage the Common Area or Limited Common Area.

7.23. Antennas

With respect to all Units, the Association reserves the right to enter into exclusive contracts and agreements with commercial providers of cable, satellite, and similar data/media services thereby negotiating and/or granting rights to such providers for exclusive or nonexclusive service to the Association, and to regulate the provisioning of such services within the Association. Except by the Association, no satellite dish or other exterior antenna or similar device, or related cabling or the like, shall be allowed, placed, or maintained on the exterior of any Unit. Notwithstanding the foregoing, any such antenna or the like may be installed, mounted, or used anywhere on the interior of a Unit.

With respect to all Units, no radio or television antenna or the like (as opposed to the types of antennas discussed above) shall be installed or mounted on Common Area or Limited Common Area, which includes the outsides of the Units. Notwithstanding the foregoing, and subject to reasonable time, place, and manner Rules that are not inconsistent with the following, any antenna that is temporarily erected, but not otherwise installed or mounted, on a Lot's exclusively appurtenant Limited Common Area may be used to the extent that it does not become a nuisance or interfere with the Association's Maintenance Obligations or damage Common Area or Limited Common Area. Notwithstanding the foregoing, any such antenna or the like may be installed, mounted, or used anywhere on the interior of a Unit to the extent it does not create a nuisance.

7.24. Temporary Structures

Except as otherwise provided in this Declaration, no Owner or Resident shall place or maintain any shed, storage container, tent, gazebo, or similar temporary structure on Common Area or Limited Common Area. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating such temporary structures to the extent they are kept on Limited Common Area that is exclusively appurtenant to the Owner's Unit and to the extent that they do not become a nuisance, or interfere with the Association's Maintenance Obligations, or damage Common Area or Limited Common Area.

7.25. Exterior Attachments and Fixtures

Except as otherwise provided in applicable law or this Declaration, no Owner or Resident shall affix or allow to be affixed anything, including but not limited to awnings, canopies, shutters, clothes lines, pots, plants, wind chimes, hoses, lights, gates, electronic devices, flag pole holders, and any

other item, to or on any exterior surface of a residential building within the Project. Notwithstanding the foregoing, the Board shall have the power to establish Rules allowing and regulating the affixing of such items to the extent they do not unreasonably interfere with or increase the cost of the Association's insurance or Maintenance Obligations.

7.26. Solar Equipment

No Owner or Resident shall install or cause to be installed a solar energy system of any type whatsoever, including but not limited to solar panels, solar water heaters, and solar power battery storage systems, on any Common Area or Limited Common Area including any roof or exterior wall of a residential building within the Project, or any other location for which the Association has a Maintenance Obligation.

7.27. Structural Integrity

Except as otherwise provided in this Declaration, no modification shall be made in or to any Unit, or in, on, or to Common Area or Limited Common Area, which impairs the structural integrity of a residential building within the Project, or any part thereof, or which is not compliant with all applicable building codes at the time the modification is made.

7.28. Motor Vehicles

7.28.1. Passenger Vehicles

All passenger vehicles, including but not limited to passenger cars, trucks, vans, and motorcycles, that are parked or stored within the Project shall be registered in accordance with applicable laws and maintained in good running condition sufficient for highway use. Passenger vehicles may be parked or stored in garages, or in parking areas authorized by the Board in writing. Except for purposes of the Association's Maintenance Obligations, or as otherwise established by Rule, no passenger vehicle shall be parked or stored on the streets and asphalt areas of the Project.

7.28.2. Recreational Vehicles

All recreational vehicles that are parked or stored within the Project shall be registered in accordance with applicable laws and maintained in good running condition sufficient for highway use. Recreational vehicles may be stored in garages, or in parking areas authorized by the Board in writing. Except for purposes of the Association's Maintenance Obligations, or as otherwise established by Rule, no recreational vehicle shall be parked or stored on the streets or asphalt areas of the Project.

7.28.3. Off-Highway Vehicles

No off-highway vehicle, including but not limited to off-highway motorcycles or the like, golf carts, type I, II, and III all-terrain vehicles as defined in Utah Code § 41-22-2, snowmobiles, motorized boats, and motorized aircraft, shall be stored or used in the Project. A non-motorized glider aircraft intended for manned use shall be considered an off-highway vehicle for purposes of this restriction. Any parking or storage of an off-highway vehicle on Common Area or Limited Common Area, and any use or operation of an off-highway vehicle within the Project, is prohibited and shall be considered a nuisance. Notwithstanding the foregoing, the Board shall have the power to establish Rules that allow for off-highway vehicles to be brought into and removed from the Project only on trailers and stored only in garages.

7.28.4. Moving Vans

Moving vans and the like may be parked on the streets of the Project during periods of loading or unloading, but they must be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Except as otherwise established by Rule: (a) no moving van shall be stored on the streets or parking areas of the Project; and (b) no moving van shall be stored on the streets or parking areas of the Project for more than five (5) nights, and then only while the moving van is in the Project for purposes of being loaded or unloaded.

7.28.5. Service Vehicles

Service vehicles that are being used as such, including but not limited to vehicles used by contractors, service providers, emergency responders, and deliveries, may park on the streets of the Project in the performance of their services, but they must be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Except as otherwise established by Rule, no service vehicle shall be stored on the streets or parking areas of the Project for more than five (5) nights, and then only while the service vehicle is in the Project for purposes of the services.

7.29. Trailers

Trailers may be parked on the streets of the Project while being loaded or unloaded, but they must be parked so as to leave room for other vehicles to pass to the extent reasonably possible. Trailers may be stored in garages. Except as otherwise established by Rule: (a) no trailer shall be stored on the streets or parking areas of the Project; and (b) no trailer shall be parked or stored in driveways for more than five (5) nights, and then only while the trailer is in the Project for purposes of being loaded or unloaded.

7.30. Guest Parking

Except as otherwise established by Rule, parking stalls designated by the Governing Documents as guest parking shall not be used by Owners and Residents; such parking stalls are reserved for the use of guests only.

7.31. Parking Enforcement

Consistent with this Declaration, the Board shall have the power to establish Rules to govern and enforce parking in parking areas and guest parking stalls. Such Rules may: (a) restrict the time period(s) and duration(s) of the use of such areas and stalls; (b) allow for the booting and/or towing of vehicles that park improperly; (c) assign parking stalls in parking areas to Units, Owners, or Residents for exclusive use; (d) establish fees for the exclusive use of assigned parking stalls; and (e) establish a schedule of fines specific to parking violations to the extent such fine schedule amounts are not less than the amounts in the general fine schedule of the Bylaws.

7.32. RENTALS PROHIBITED

The renting or leasing of Units is strictly prohibited; no Unit may be used as a rental Unit or the like.

The term "tenant" as used in this Declaration means renter, lessee, boarder, and any other occupant of a long-term or short-term rental and, to the extent allowed by law, each guest and invitee of a tenant who occupies the tenant's Unit for more than ten (10) days each year. Notwithstanding the foregoing, all tenants shall at all times be Qualified Residents; no tenant who is not a Qualified

Resident shall be allowed to occupy a Unit, neither shall the Age Exception nor the Child Exception apply to any tenant.

The terms "lease" and "rent" as used herein mean the same thing.

7.32.1. Long-Term Rentals

The term "long-term rental" as used in this Declaration means a Unit that is leased for occupancy to one (1) or more tenants under a written agreement with an initial term of at least six (6) months.

Long-term rentals are prohibited.

7.32.2. Short-Term Rentals

The term "short-term rental" as used in this Declaration means a Unit that is leased or rented for occupancy to one (1) or more tenants under an agreement with an initial term of fewer than six (6) months and as short as one (1) night or less, regardless of whether or not the Owner resides in the Unit during some or all of the occupancy.

Short-term rentals are prohibited.

7.32.3. Rental Prohibition Exemptions

Notwithstanding the rental prohibition of this Declaration and as provided in Utah Code § 57-8-10.1, the Owner of a Unit may lease the Unit as a long-term rental when:

- (a) the Owner is in the military and for the period of the Owner's deployment;
- (b) the Unit is occupied by the Owner's parent, child, or sibling;
- (c) the Owner's employer has relocated the Owner for two years or less;
- (d) the Unit is owned by an entity and the Unit is occupied by an individual who:
 - (i) has voting rights under the entity's organizing documents; and
 - (ii) has a twenty-five percent (25%) or greater share of ownership, control, and right to profits and losses of the entity;
- (e) the Unit is owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for:
 - (i) the estate of a current resident of the Unit; or
 - (ii) the parent, child, or sibling of a current resident of the Unit;
- (f) the Unit was being rented immediately prior to the date that this Declaration was duly recorded until:
 - (i) the Owner occupies the Unit; or
 - (ii) an officer, owner, member, trustee, beneficiary, director, or person holding a similar position of ownership or control of an entity or trust that holds an ownership interest in the Unit, occupies the Unit; or
 - (iii) the Unit is transferred to another Owner.

Notwithstanding the rental prohibition of this Declaration and in addition to the exemptions listed above, the Owner of a Unit may rent the Unit as a long-term rental upon written application to and written approval by the Board when:

- (g) the Owner is employed by an employer and for the period of the Owner's sabbatical that is approved in writing by the employer;
- (h) the Owner is a member of an organized religion and for the period of the Owner's missionary service that is approved in writing by the organized religion;
- (i) the Owner meets other similar criteria for other similar purposes that are established by Resolution of the Board. Such a Resolution shall not authorize long-term rentals generally, nor shall it authorize short-term rentals for any purposes whatsoever.

Notwithstanding anything to the contrary, all Owners, Residents, tenants, and other persons identified in Section 34 of the Act shall be subject to the Governing Documents, including but not limited to the Active Adult Community—Age Limitations article of this Declaration.

7.32.4. Exemption Qualification

To qualify for an exemption from the rental prohibition, an Owner of a Unit shall: (a) apply to the Board in writing; and (b) provide written proof of meeting the applicable exemption requirements. Further, for exemptions (g), (h), and (i) above, the Owner and Unit must be in Good Standing. If the applicant meets the applicable exemption requirements, the Board shall timely approve the Owner's application in writing. An approved exemption shall automatically terminate when the Owner no longer meets the requirements of the exemption.

7.32.5. Tenants Subject to Governing Documents

Each tenant shall be subject to and abide by the terms of the Governing Documents, and shall be personally liable for all violations.

7.32.6. Joint and Several Liability

The Owner(s) of a long-term or short-term rental and their tenants shall be jointly and severally liable to the Association for: (a) violations of the Governing Documents by or in any way related to its tenant(s); (b) acts and omissions of or in any way related to its tenant(s), regardless of intent or the degree of negligence; (c) damage to Common Area and Limited Common Area caused either directly or indirectly by or in any way related to its tenant(s); and (d) any other actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever arising from or in any way related to its tenant(s).

7.32.7. Indemnification

The Owner(s) of a long-term or short-term rental shall indemnify, defend, and hold harmless the Association against any and all actions, claims, damages, expenses, losses, or liabilities (including regulatory fines, court costs, and attorney fees) of any kind whatsoever incurred by or asserted against the Association arising from or related in any way to such rental or its tenant(s).

8. COMPLIANCE AND ENFORCEMENT

Any violation of the Governing Documents that is permitted to remain within the Project shall be deemed a nuisance and is subject to abatement by the Association or an Owner in any manner allowed by law.

8.1. Compliance

Each Owner or Resident of a Unit shall comply with applicable law, this Declaration, the Articles, Bylaws, and any Rules and Resolutions adopted pursuant thereto. Failure to comply therewith shall be grounds for legal action by the Association or any Owner.

8.2. Remedies

Violation of any provision of the Governing Documents, or of any decision of the Association made pursuant to such documents, shall give the Board, acting on behalf of the Association, the right to do any or all of the following after giving notice and an opportunity to be heard: (a) levy reasonable fines in accordance with applicable law, this Declaration, and the Bylaws; (b) enjoin, abate, or remedy such violation by any appropriate legal proceeding, including but not limited to collection, lien, and foreclosure; and (c) bring suit or action against an Owner or Resident on behalf of the Association and/or on behalf of one or more Owners to enforce the Governing Documents, where all the foregoing in addition to any other rights set forth in applicable law or the Governing Documents.

In any legal proceeding or suit or action, the prevailing party(s) shall be entitled to all costs and expenses, including but not limited to reasonable attorney's fees, of such proceeding, suit, or action.

8.3. Time Limit for Claims

Any claim, action, litigation, or the like arising out of this Declaration or the other Governing Documents brought by any party subject thereto against the Association or its Board, Director, Officer, agent, volunteer, Manager, contractor, or employee must be commenced within twelve (12) months of the cause of such claim, action, litigation, or the like. Any such claim, action, litigation, or the like not brought against such a party within twelve (12) months shall be considered forever waived as to that party.

8.4. Action by Owners

Subject to any limitations imposed by applicable law or this Declaration, an Owner may bring an action against any Owner(s) or the Association to recover damages or to enjoin, abate, or remedy a violation of the Governing Documents by any appropriate legal proceeding(s).

8.5. Injunctive Relief

Nothing in this article shall prevent an Owner, the Association, or other interested party from resorting to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

8.6. Variances

Variances to the provisions contained in this Declaration may be granted by the Board only when strict application would create an unforeseen or unreasonable hardship to an Owner(s); however, such a hardship cannot be self-created, solely economic in nature, or generally present with respect

to a majority of Owners, Residents, or Units. The Board cannot grant a variance that has the effect of modifying zoning or building code regulations. The burden of obtaining a variance is entirely on the applicant. The granting of a variance consistent with this provision is within the sole discretion of the Board.

9. ASSESSMENTS

The Association's collection and expenditure of Assessments shall be limited to the following purposes: (a) operating, administering, managing, and protecting the Project; (b) enforcing the Governing Documents; (c) caring for, maintaining, repairing, preserving, and improving the Common Area and Limited Common Area consistent with this Declaration; (d) performing the Association's Maintenance Obligations; (e) preserving and enhancing the value of the Project; and (f) carrying out the duties and limited powers of the Association.

Except as otherwise provided in this Declaration, each Unit shall be subject to Assessments.

9.1. Regular Assessment

The annual amount of the Regular Assessment for a given fiscal year shall be no less than the sum total of all estimated Common Expenses for that fiscal year, and each Unit shall be assessed a portion of the Regular Assessment that is equal to that of all other Units in the Association. The Regular Assessment shall be payable to the Association in monthly installments as Association dues.

9.2. Special Assessment

The Board may levy Special Assessments from time to time for the purpose of defraying, in whole or in part, any expenses not reasonably capable of being fully paid from the Regular Assessment or, where appropriate, the Insurance Fund or Reserve Fund, including expenses related to emergencies, but not for Capital Improvements. Each Unit shall be assessed a portion of each Special Assessment that is equal to that of all other Units in the Association.

9.3. Individual Assessment

The Board may levy an Individual Assessment against a particular Unit, Owner, and/or Resident for: (a) damage to the Project caused by the Owner or Resident, or a member of their household or their guest, or that otherwise causes the Association to incur any expense for maintenance, repairs, or enforcement of the Governing Documents; or (b) any services reasonably provided to, or any reasonable expenses incurred in relation to, a Unit due to an Owner's failure to maintain the Unit, including to make emergency repairs to protect other Units, Owners, Residents, Common Area, or Limited Common Area. Such amount shall be determined by the cost of such damage, maintenance, repairs, enforcement, services provided, or expenses incurred and shall include all overhead and administrative costs, reasonable attorney fees, and any other related costs (the "Actual Costs").

An Individual Assessment may be levied prior to work being performed in the amount of a reasonable estimate of such work. Any such estimated amount paid to the Association that exceeds the Actual Costs shall be timely refunded, and any amounts expended by the Association in excess of an estimate shall also be assessed.

9.4. Capital Assessment

The Board may, as a Capital Assessment component of the Regular Assessment or otherwise, levy a Capital Assessment upon obtaining the assenting vote of at least sixty-seven percent (67%) of the

membership in the Association. Each Unit shall be assessed a portion of each Capital Assessment that is equal to that of all other Units in the Association.

Each Capital Assessment shall be allocated to a particular Capital Improvement prior to being submitted for membership approval and shall remain allocated to that same Capital Improvement after approval. Such membership approval shall also be required to cancel or to substantively expand, reduce, or modify the cost or nature of a Capital Improvement. Any balance remaining after completion or cancellation of the Capital Improvement shall be refunded to the membership in the same proportion it was assessed.

9.5. Reserve Assessment

As required by § 57-8-7.5 of the Act, the Association shall, in each fiscal year, levy a Reserve Assessment as a component of the Regular Assessment. The amount levied shall be sufficient to fund the Reserve Fund at a level of 100%, including inflation adjustments, as established and scheduled by the most recently performed reserve study.

9.6. Reinvestment Fee Covenant

With respect to each and every conveyance of a Unit to a new Owner, including the first conveyance to the first owner of the Unit, a fee in the maximum amount allowed by law as it may change from time to time, currently one-half percent (0.5%) of the value of the Unit, (the "Reinvestment Fee") shall be paid to the Association.

The Reinvestment Fee shall be paid by the buyer of the Unit unless otherwise agreed in writing by the buyer and the seller, and shall be in addition to any pro rata share of assessments due and adjusted at settlement.

The existence of this covenant (the "Reinvestment Fee Covenant") precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of the amount required to be paid under this covenant is to facilitate the maintenance of common areas and facilities, and is required to benefit the Project.

To the fullest extent practicable, the Reinvestment Fee shall be collected at the closing of the purchase/sale transaction by a title company, escrow company, or other person involved with the transaction, and paid directly to the Association.

Funds obtained from payment of all Reinvestment Fees shall be allocated solely to the Reserve Fund.

The obligation to pay the Reinvestment Fee shall be a joint and several personal and continuing obligation of the seller and buyer regardless of whether the buyer acquired title by regular conveyance or pursuant to a foreclosure sale (judicial, non-judicial, or otherwise). Notwithstanding, conveyance of a Unit by inheritance, probate, or the like, or from an Owner to a trust or similar structure of which the Owner is directly or indirectly a beneficiary, including a living trust, shall not be subject to the Reinvestment Fee.

9.7. Other Fees

In addition to any other fees provided for herein, the Association shall be entitled to charge the following fees.

9.7.1. Fines

The Association may impose fines against Units, Owners, and/or Residents in accordance with § 57-8-37 of the Act and other applicable law, and as provided in the Bylaws.

9.7.2. Closing Fee

The Association may charge a fee in an amount not to exceed \$50 (fifty US Dollars), or other greater amount as established by law, for providing Association payoff information needed in connection with the financing, refinancing, or closing of a Unit as provided for by § 57-8-6.3 of the Act.

9.7.3. Setup Fee

The Association may charge a setup fee in an amount not to exceed \$250 (two hundred and fifty US Dollars), or other greater amount as established by Resolution of the Board, for setting up a new Member, Resident, or other party with the Association.

9.7.4. Late Payment Fee

The Association may charge a late payment fee in an amount of \$25 (twenty-five US Dollars) or 10% (ten percent), whichever is greater, on any delinquent amount owed to the Association. The Board may increase the late payment fee amount and/or percentage by Resolution.

9.7.5. Attorney Fees

In addition to any other attorney fees and other costs provided for herein, the Association shall be entitled to recover attorney fees, administrative costs, and all other costs that it incurs in relation to: (a) obtaining legal advice about an actual default or an actual violation of the Governing Documents; (b) collecting, via third-party(s) or otherwise, unpaid assessments or other delinquent amounts; (c) filing and prosecuting lawsuits and taking any other legal actions (including mediation and arbitration) in relation to any such default or violation; (d) monitoring or otherwise engaging in any way in bankruptcy proceedings that involve any party in such default; (e) preparing, noticing, recording, securing, foreclosing, or taking any other action in relation to a lien against a Unit; and (f) taking any other action in relation to such default or violation. This provision shall be broadly construed to permit the Association to recover any reasonable attorney fees, administrative costs, and other costs in any way related to such default or violation both during and after membership or residency in the Association.

In addition to the foregoing, should any party(s) bring suit in relation to the Project or the Association or its Governing Documents against any other party(s), either during or after any such party's membership or residency in the Association, the prevailing party(s) shall be entitled to recover costs and reasonable attorneys' fees, including court costs, witness fees, and all other related costs, from the non-prevailing party(s) which shall be jointly and severally liable for all such costs and fees.

9.7.6. Board-Established Fees

The Board may establish other reasonable and generally applicable fees using the rulemaking procedures provided in the Bylaws. Notwithstanding the foregoing, any such fee that is inconsistent with applicable law or the Governing Documents shall be void and unenforceable.

9.7.7. Interest

Interest shall accrue to the Association at a rate of 18% (eighteen percent) on all delinquent amounts due.

9.8. No Offsets

All assessments and fees shall be payable at the time and in the amount specified by the Association, and no offsets against such amounts by Owners and Residents shall be permitted for any reason, including but not limited to claims that the Board is not properly exercising its duties and power, claims in the nature of offset or that the Association owes the Owner or Resident money, or claims that the Association is not complying with its obligations as provided for in the Governing Documents.

9.9. Statement of Unpaid Assessments

Upon an Owner's written request accompanied by payment of a fee in the amount of \$25 (twenty-five US Dollars), the Association shall within ten (10) days of such request and payment issue a written statement indicating any unpaid assessments or other amounts due and payable by the Owner as provided in § 57-8-54 of the Act. Once issued, each such written statement shall be binding upon all other Owners, the Manager, and the Board in favor of any person who relies in good faith on the written statement.

9.10. Due Dates and Collection

9.10.1. Assessments and Fees

The monthly installments of the Regular Assessment (i.e., dues) shall be due and payable in full by the first (1st) day of each month for that month.

All other assessments, fees, and other amounts due shall be due and payable in full as determined by the Board.

For purposes of the Act, all fees and other amounts due, including fines, accrued interest, administrative fees, and attorney fees and costs, shall be considered an Individual Assessment or other "assessment" as that term is used in the Act.

9.10.2. Delinquency

Any assessment, fee, or other amounts due that are not paid in full by their due dates shall be considered delinquent.

9.10.3. Partial Payment

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

9.10.4. Collection

The Association may engage one or more agents to perform collection and other related tasks and may disclose to its agents any personal information of Owners, Residents, and other parties reasonably necessary or helpful in performing such, even if such information is otherwise protected or considered private.

Any amount owed by any party under this Declaration or other Governing Document, including but not limited to assessments, fees, fines, and interest, that is delinquent for more than sixty (60) days may be submitted for collection. The delinquent party shall pay all delinquent amounts owed together with any related costs, fees, fines, and interest allowed by law or the Governing Documents. Should an amount qualify for collection, the delinquent party is deemed to covenant and agree to pay all related collection costs and fees, including a fee up to the maximum percentage allowed by law of the total delinquent amount, as well as all legal and other fees and costs related to collection, with or without suit. This includes administrative fees, attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amount and its collection. This collection provision, along with all related provisions of the Governing Documents, shall remain in force against all parties owing any amount to the Association both during and after their membership, residency, or use of property within the Association, including all unit owners, tenants, employees, and any other persons or uses identified in Section 34(1) of the Act. These provisions shall continue to apply and be enforceable regardless of any changes in ownership, occupancy status, or property usage.

9.10.5. Joint and Several Liability

All Owners of a Unit shall be jointly and severally liable for all amounts owed to the Association in relation to the Unit or any of its Owners. Should a non-Owner Resident of a Unit owe any amounts to the Association, the Resident and all Owners of the Unit shall be jointly and severally liable for all such amounts.

9.10.6. Lien

The Association has a lien on each Unit as provided in § 57-8-44 of the Act for all assessments and for all fees, charges, and costs associated with collecting an unpaid assessment, including court costs and reasonable attorney fees, late fees, interest, and any other amount the Association is entitled to recover as provided for herein or as provided for in an administrative or judicial decision.

WITH RESPECT TO ANY LIEN IN EXISTENCE NOW OR IN THE FUTURE, EACH OWNER OF A UNIT HEREBY WAIVES THE BENEFITS OF ANY HOMESTEAD LAWS OR EXEMPTION LAWS, INCLUDING THOSE OF THE STATE OF UTAH, NOW IN EFFECT OR AS THEY MAY COME INTO EFFECT FROM TIME-TO-TIME HEREAFTER.

The Association may, but need not, record a notice of lien against a Unit.

9.10.7. Foreclosure

Pursuant to Utah Code § 57-8-45, the Association shall have all rights and powers of foreclosure granted by the Act and other applicable law, both judicially and non-judicially. Pursuant to Utah Code §§ 57-1-20 and 57-8-45, an Owner's acceptance of an interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to the Association's attorney of record, as trustee, for the benefit of the Association, for the purpose of securing payment of Assessments under the terms of this Declaration. The Association may appoint a qualified successor trustee from time to time by executing and recording a substitution of trustee form.

In addition to any other action taken, the Association may commence foreclosure proceedings, judicial or non-judicial, at any time after an amount owed to it has been delinquent for at least one hundred and twenty (120) days.

By taking a security interest in a Unit governed by this Declaration, lenders cannot make any claim against the Association for nonpayment of taxes, assessments, or other costs and fees associated with the Unit if the Association takes title to the Unit in relation to any failure to pay assessments.

9.10.8. Payment by Tenant

Pursuant to § 57-8-53 of the Act, the Association shall have a right to demand and collect rent from any tenant under a lease or similar agreement with an Owner of a Unit for any delinquent Assessment owed by the Owner to the Association that is more than sixty (60) days past due. Each tenant, by moving into the Project, agrees to be personally liable and obligated to the Association for all rent payments once the Association gives proper notice that rent payments shall be paid to the Association.

The Association may charge the delinquent Owner an administrative fee in an amount not to exceed \$25 (twenty-five US Dollars) for processing each tenant rent payment under this provision.

9.10.9. 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 an Owner or other obligee personally. Any trustee's fees, attorney fees, court costs, administrative costs, expenses of sale, interest, and other costs incurred in these efforts shall also be assessed against the Owner(s), their Units(s), and/or other obligees jointly and severally.

10. BUDGETS, DUES, AND FUNDS

10.1. Budget Adoption

The Board shall prepare and adopt a Budget for the Association no later than thirty (30) days prior to the beginning of each fiscal year. A copy of the Budget shall be provided to the Owners immediately after its adoption by the Board.

10.2. Budget Composition

The Budget shall, for each fiscal year, include the sum of the estimated annual income of the Association, and shall also include the sum of the estimated annual expenses of the Association.

The Budget shall also include line items for at least the following:

10.2.1. Dues Income

This budget line item represents the Association's total estimated annual dues income from payments of Regular Assessment installments.

10.2.2. Reinvestment Fee Income

This budget line item represents the Association's total estimated annual reinvestment fee income from reinvestment fees.

10.2.3. Miscellaneous Income

This budget line item represents the Association's total estimated annual miscellaneous income from interest, fines, fees, and other reasonably expected income of the Association.

10.2.4. Insurance Expenses

This budget line item represents the Association's total estimated annual insurance expenses for insurance premiums of the Association.

10.2.5. Common Expenses

This budget line item represents the Association's total estimated annual expenses for the Common Expenses of the Association.

10.2.6. Reserve Component

This budget line item represents the total annual reserve component that the Association is obligated to deposit in the Reserve Fund. The amount of this line item shall be at least the amount recommended and scheduled in the Reserve Study, including inflation adjustments, for 100% funding of the Reserve Fund.

10.2.7. Additional Line Items

A Budget may include additional income and expense line items as determined by the Board.

10.3. Dues Calculation

The monthly Association dues for a fiscal year shall be calculated as follows: (a) divide the sum total of all the estimated annual expenses and the annual reserve component listed in the Budget adopted for the fiscal year by the number of Units in the Association to arrive at an annual amount; (b) divide the result of step 'a' by twelve (12) to arrive at a monthly amount; and (c) round the result of step 'b' up to the nearest tens (10s) of dollars to arrive at the final monthly amount. The final monthly amount of step 'c' shall be the amount of the monthly dues chargeable to each Unit in the Association during the fiscal year.

10.4. Capital Fund

The Board may create one or more bank accounts in which to deposit Capital Funds. Each Capital Fund, whether deposited in its own account or held with other Capital Funds, shall be accounted in its entirety to the Capital Improvement for which it was approved.

10.5. Insurance Fund

The Board shall establish an Insurance Fund, whether deposited in its own account or held with other Association funds, in an amount equal to the amount of the Association's property insurance policy deductible or, if the deductible exceeds \$10,000, an amount not less than \$10,000. The Insurance Fund shall be used only for property insurance deductible purposes; any amounts expended shall be replenished within sixty (60) days from the operating funds of the Association, by Special Assessment, and/or from the Reserve Fund.

10.6. Reserve Fund

The Board shall establish a Reserve Fund that shall be deposited in an account(s) separate from all other Association funds as required by § 57-8-7.5(9)(b) of the Act.

The Reserve Fund is reserved for, and shall only be used for, the costs of repairing, replacing, and restoring common areas and facilities that have a useful life of three (3) years or more and a remaining useful life of less than 30 years, as required by § 57-8-7.5 of the Act, but not for operating expenses, ordinary maintenance expenses, or Capital Improvements.

11. RESERVE STUDY

The Board shall have a Reserve Study conducted no less frequently than every six (6) years and updated no less frequently than every three (3) years. Each such study shall be conducted or updated by a competent third-party provider experienced in conducting such studies.

12. INSURANCE

12.1. Insurance Requirement

NOTICE: THE ASSOCIATION'S INSURANCE DOES NOT COVER THE PERSONAL PROPERTY OR PERSONAL LIABILITY OF THE OWNERS, RESIDENTS, OR THEIR GUESTS AND INVITEES.

The Association shall obtain insurance as required in this Declaration and § 57-8-43 of the Act, and may obtain insurance that provides more or additional coverage than that required.

12.2. Property Insurance

The Association shall obtain and maintain in force a blanket policy of property insurance covering all Common Area, Limited Common Area, and Units. Such property insurance shall insure against loss or damage by fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, theft, and all perils normally covered by "special form" property coverage.

The coverage limits under such property insurance shall not be less than one hundred percent (100%) of actual replacement cost, as determined using methods generally accepted in the insurance industry, of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The deductible for any Units under such property insurance shall not be less than \$10,000 (ten thousand US Dollars).

Each property insurance policy shall include either a Guaranteed Replacement Cost Endorsement, under which the insurer agrees to replace the insurable property regardless of the cost, or a Replacement Cost Endorsement, under which the insurer agrees to pay up to one hundred percent (100%) of the property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which waives or eliminates the requirement for coinsurance.

Each property insurance policy shall include (if available): (a) an Inflation Guard Endorsement; (b) a Building Ordinance or Law Endorsement that provides for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction; and (c) if the property has central heating, cooling, or other equipment or fixtures, an Equipment Breakdown Endorsement that provides minimum insurer liability per accident of the lesser of (\$1,000,000 (one million US Dollars) or the insurable value of the building containing such equipment.

12.2.1. Owner Responsibility for Deductible

If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, the Association's policy provides primary insurance coverage.

If a loss occurs that is covered by a property insurance policy in the name of the Association, the Owner is responsible for the Association's deductible and the Owner's policy, if any, applies to that portion of the loss attributable to the Association's deductible.

An Owner that has suffered damage to any combination of its Unit or Limited Common Area appurtenant to the Unit ("Unit Damage") as part of a loss, resulting from a single event or occurrence, that is covered by the Association's property insurance policy (a "Covered Loss") is responsible for an amount calculated by applying the percentage of total damage resulting in a Covered Loss that is attributable to Unit Damage for that Unit to the amount of the deductible under the Association's property insurance policy. If the Owner does not pay the amount for which it is responsible within thirty (30) days after substantial completion of repairs to the Unit and/or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.

12.2.2. Claims under Deductible Amount

If, in the exercise of the business judgment rule, the Board determines that a claim is likely not to exceed the Association's deductible: (a) the Owner's insurance policy is considered the policy for primary coverage up to the amount of the Association's deductible; (b) an Owner that does not have an insurance policy to cover the Association's deductible is responsible for the loss up to the amount of the Association's deductible; and (c) the Association need not tender the claim to the Association's insurer.

12.2.3. Deductible Notice

The Association shall provide notice to the Members of an Owner's obligation for the Association's deductible and of any change in the amount of the deductible. If the Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. Failure to provide notice shall not invalidate or affect any other provision in this Declaration.

12.3. Earthquake Insurance

The Association may obtain earthquake insurance as the Board deems appropriate.

12.4. Flood Insurance

The Association may obtain flood insurance as the Board deems appropriate.

12.5. Liability Insurance

The Association shall obtain and maintain in force comprehensive general liability ("CGL") insurance insuring the Association and its agents and employees, and the Owners against liability arising from their ownership interest in the Common Area, the maintenance, repair, or replacement of the Common Area, and their membership in the Association.

The coverage limits under such liability insurance shall not be less than \$1,000,000 (one million US Dollars) covering all claims for death of or injury to any one individual or property damage in any single occurrence. Such liability insurance shall include a Severability of Interest Endorsement or equivalent provision that precludes the insurer from denying a claim because of the negligent acts of the Association or an Owner.

12.6. Directors and Officers Insurance

The Association shall obtain and maintain in force Directors and Officers liability insurance protecting the Association and its Board members, officers, committee members, volunteers, employees, and any managers and their employees 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). Such insurance shall include coverage for: (a) monetary and non-monetary claims; (b) claims made under any fair housing act or similar laws; (c) any form of discrimination or civil rights claims; and (4) defamation.

12.7. Fidelity Insurance

The Association shall obtain and maintain in force insurance covering the theft or embezzlement of its funds that shall provide coverage: (a) in an amount of not less than the sum total of three months Regular Assessments in addition to the prior calendar year's highest monthly balance of all operating and reserve funds; and (b) against the theft or embezzlement of Association funds by the Association's Board members, officers, committee members, volunteers, employees, and any managers and their employees.

12.8. Workers' Compensation Insurance

The Association shall obtain and maintain in force workers' compensation insurance for all employees, if any, of the Association to the extent that such insurance is required by law.

12.9. Right to Negotiate

Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, execution of all documents including releases of liability, and performance of all other acts necessary to administer Association insurance and any related claim. This power-of-attorney shall be irrevocable and binding on any heirs, personal representatives, successors, or assigns of an Owner.

12.10. Unit Insurance

THE OWNER(S) OF EACH UNIT SHALL OBTAIN AND MAINTAIN IN FORCE AT LEAST PROPERTY AND LIABILITY INSURANCE THAT COVERS THE UNIT IN AN AMOUNT RECOMMENDED BY THE OWNER'S INSURANCE AGENT, BUT IN NO EVENT IN AN AMOUNT LESS THAN THE DEDUCTIBLE OF THE ASSOCIATION'S PROPERTY INSURANCE POLICY.

THE ASSOCIATION SHALL NOT BE LIABLE FOR AND IS NOT REQUIRED TO FILE CLAIMS AGAINST ANY OF ITS INSURANCE POLICIES FOR ANY DAMAGE OR LIABILITY THAT SHOULD OR WOULD HAVE BEEN COVERED UNDER AN OWNER'S INSURANCE POLICY.

13. INDEMNIFICATION

13.1. Indemnification Generally

Any obligation in this Declaration, the Articles of Incorporation, or the Bylaws for a party to indemnify, defend, or hold harmless the Association shall hereby include an obligation for that party to similarly indemnify, defend, or hold harmless the Association's past and present Directors,

officers, committee members, volunteers, employees, agents, and Manager(s), and the directors, officers, members, volunteers and employees, and agents of such Manager(s).

14. PROCEDURAL IRREGULARITIES

14.1. Waiver of Irregularities

No Person other than an Owner may make any claim or the like against the Association in relation to procedural inaccuracies and irregularities. All procedural inaccuracies and irregularities, and any claims, causes of action, or damages of any kind related thereto, in: (1) calls to, notices of, and the manner of conducting a meeting; (2) the manner of voting; (3) the form and handling of proxies; (4) the manner of asserting Persons present at the meeting; (5) the manner of taking action or making decisions; (6) the manner of accepting or counting votes; (7) the manner of taking Minutes or the content thereof; and (8) the manner of enforcing the Governing Documents **shall be deemed waived under the following circumstances**: (a) if the objecting Owner did not object within thirty (30) days of a violation enforcement action taken; (b) if the objecting Owner was in attendance at the meeting, but the issue upon which the objection is based was perceptible and no objection was made at the meeting; (c) if the objecting Owner was not in attendance at the meeting but proper notice of the meeting was given; (d) if the objecting Owner was not in attendance at the meeting and proper notice of the meeting was not given, but the Owner had actual notice of the meeting before it occurred; (e) if the objecting Owner was not in attendance at the meeting, proper notice of the meeting was not given, the Owner did not have actual notice of the meeting before it occurred, but the Owner did not object within thirty (30) days of receiving notice of the occurrence of the meeting or of an action, vote, or decision thereat; and (f) if a decision, vote, or action was taken without a meeting, but the Owner did not object within thirty (30) days of receiving notice of the decision, vote, or action taken.

14.2. Objections to Irregularities

All objections to procedural inaccuracies and irregularities, except those made at a meeting, shall be made in a writing that is signed by the objecting Owner and provided to the Board. The date on which the writing is received by the Board shall control for purposes of waiver.

Whether at the meeting or in writing, objections must be specific, must include identification of the particular provision of the Governing Documents or other law that is alleged to have been violated, and must include a brief statement of the facts supporting the alleged violation.

Any purported objection to procedural inaccuracies and irregularities that does not comply with the foregoing requirements shall not be considered a valid objection.

14.3. Non-Waivable Irregularities

Any procedural inaccuracy and irregularity that is the result of fraud or that was caused knowingly and intentionally in violation of the Governing Documents or applicable law shall not be waived.

15. ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION

15.1. General Assumption of Risk

In consideration of use of the Common Area, including but not limited to any of the following that currently exist, or may be constructed in the future, within the Association: (1) water systems and

features, and related equipment and facilities, including but not limited to any pools, hot tubs, splash pads, decks, tables, chairs, equipment, sprinklers, irrigations systems, and other water systems; (2) equipment and facilities including but not limited to buildings, clubhouses, kitchens, fitness rooms and related equipment, game rooms and related equipment, theater rooms and related equipment, restrooms, laundry rooms, parking areas, walkways, streets, and grass areas; (3) gathering areas including but not limited to pavilions and related tables, chairs, and other equipment, both outdoors and indoors; (4) play areas including but not limited to children's play areas and related sand boxes, playgrounds, play equipment, and other related equipment, both outdoors and indoors; and (5) all other common areas, property, equipment, and facilities of every kind owned or maintained by the Association now and in the future, **each Person that enters upon or makes use of the Common Area in any way shall be deemed to ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK related thereto**, including but not limited to risk of temporary and permanent personal injury, illness, disability, paralysis, death, and harm of any kind, and property damage of any kind, in any way arising from or related to such use. Each such Person is further deemed to understand and acknowledge that such use of the Common Area may involve risks that include but are not limited to accident, injury, death, sensitivities to and injuries arising from pool or other chemicals, slips and falls, trip hazards, cardiovascular stress, the reckless conduct of others, equipment malfunctions and failures, and other apparent, hidden, unforeseen, and unforeseeable dangers. Each such Person is further deemed to understand and acknowledge that such use of the Common Area is not or may not be supervised by the Association or its agents, that the Association does not employ lifeguards or other staff to protect the Person's interests, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area regardless of its condition. As part of accepting all risk, each such Person is further deemed to acknowledge, represent, and covenant that the Person has, or will immediately upon entering upon or making use of the Common Area, inspect and carefully consider the Common Area, and that such entering upon or making use of the Common Area constitutes the Person's acknowledgment that the Common Area has been inspected and carefully considered by the Person, and that the Person finds and accepts the Common Area as being safe and reasonably suited for the purposes of such entering upon or use.

15.2. Health Assumption of Risk

In further consideration of use of the Common Area, each Person that enters upon or makes use of the Common Area in any way shall be deemed to acknowledge the possible existence of all health hazards, including without limitation those related to viruses, bacteria, fungi, germs, spores, protozoa, pathogens, diseases, bodily fluids, and other contaminants, (the "Health Hazards") and to **ACKNOWLEDGE, ACCEPT, AND ASSUME ALL RISK** related to such Health Hazards. Each such Person shall be deemed to understand and acknowledge that the Person may be exposed to such Health Hazards from or while using the Common Area, and that such risks include without limitation temporary and permanent injury, illness, disability, and death. Each such Person shall be deemed to understand and acknowledge that the risk of becoming exposed to or infected by such Health Hazards from or while using the Common Area may result from the actions, omissions, or negligence of the Person or others, including but not limited to those of the Association and any of its agents, contractors, directors, officers, volunteers, Owners, or Residents, and their families, children, and guests. Each such Person is further deemed to understand and acknowledge that the condition of the Common Area with respect to Health Hazards is not or may not be monitored by the Association or its agents, that the Association does not employ Health Hazard monitors,

mitigators, or other staff to protect the Person from Health Hazards, and that the Person is fully and solely responsible for their own proper and careful use of the Common Area with respect to possible Health Hazards.

15.3. Covenants, Conditions, Restrictions, and Rules of the Association

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association makes the Common Area available for authorized use only—that is, for the use and enjoyment of the Owners, Residents, and their families, guests, and invitees, and that entry upon and use of the Common Area is strictly voluntary and not required in any way. Each such Person shall be deemed to understand and acknowledge that the Person has an affirmative obligation to seek out, read, understand, and comply with all covenants, conditions, restrictions, and Rules of the Governing Documents, including as they relate to the Common Area, and that the Person shall be fully and solely responsible for ensuring that the Person's family, guests, and invitees also abide by all such covenants, conditions, restrictions, and rules, and that the Person shall be fully and solely responsible for the actions and inactions of all such family, guests, and invitees, and for any harm or damage they may cause directly or indirectly, whether such family, guests, or invitees are the Person's own or those of their family, guests, or invitees. Each such Person is further deemed to certify and covenant that, while using the Common Area, the Person shall obey all instructions given either verbally or in writing by the Association or its agents, and that the Person shall be fully and solely responsible to ensure that the Person's family, guests, and invitees do likewise.

15.4. Warnings, Rules, and Regulations Regarding Health Hazards

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that federal, state, or local agencies or health departments may have and may yet promulgate warnings, rules, or regulations related to the Health Hazards, that the Person has an affirmative obligation to seek out, read, understand, and comply with all such warnings, rules, and regulations as they may issue or change from time to time, and that the Person shall fully comply with all such warnings, rules, and regulations while upon or making use of the Common Area, and that the Person shall be fully and solely responsible to ensure that the Person's family, guests, and invitees do likewise.

15.5. No Responsibility

Each Person that enters upon or makes use of the Common Area in any way shall be deemed to understand and acknowledge that the Association and its agents are not responsible for any lost, stolen, or damaged personal property belonging to the Person or that of any of the Person's family, guests, or invitees including while such property is located in, on, or around the Common Area or other facilities or property within the Association, including any parking lots.

15.6. Release, Waiver of Liability, and Indemnification

In further consideration of use of the Common Area, each Person shall be deemed to FOREVER WAIVE any and all claims and causes of action against the Association and its agents, contractors, Directors, Officers, volunteers, Managers, Owners, Residents, and insurers (the "Released Parties") arising out of or related in any way to the Person's entry upon or use of the Common Area, and such entry upon or use by any of the Person's family, guests, or invites of the Common Area. Each such Person is further deemed to **FOREVER RELEASE** and covenant to **HOLD HARMLESS**

the Released Parties from any and all liability, alleged or otherwise, to the Person or to any of the Person's family, guests, and invitees in relation to any claims or causes of action or the like arising out of or in any way related to the ACTS, OMISSIONS, or NEGLIGENCE of the Association and its agents, Directors, Officers, volunteers, and Managers. Each such Person is further deemed to covenant to **INDEMNIFY and DEFEND** the Released Parties from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, suits, judgments, costs, expenses, and disbursements of any kind or nature whatsoever, including but not limited to attorneys' fees, with or without suit, and all related costs, (the "Indemnified Liabilities") caused directly or indirectly to the Person or to any of the Person's family, guests, or invitees by the Association or its agents, Directors, Officers, volunteers, or Managers, or caused directly or indirectly to any of the Released Parties by the Person or any of the Person's family, guests or invitees.

16. GENERAL

16.1. Principle Place of Business

The principal place of business of the Association shall be at the address indicated in the Utah Department of Commerce Homeowner Associations Registry as such may change from time to time.

16.2. Notices

All notices under this Declaration shall be provided as set for in the Bylaws.

16.3. Applicability

Pursuant to Section 57-8-34 of the Act, this Declaration and the other Governing Documents shall apply to and be binding upon all Owners and Residents, and any other Person who may in any manner use the property of the Project, or any part thereof, including the Common Area.

16.4. Constructive Notice

By virtual of this Declaration being duly recorded against the Units in the Project, each Owner and Resident, as well as each Person that enters upon the Project or in any way makes use of the Common Area, is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of the provisions this Declaration against each such Owner, Resident, and Person, and against each Unit in the Project.

16.5. Fiscal Year

The fiscal year of the Association shall be the calendar year and shall begin on the 1st day of January and end on the 31st day of December of each year.

16.6. Compensation

No Director, Officer, committee member, or other volunteer shall receive compensation for their services. However, Directors, Officers, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties if such expenses were approved in writing in advance by the Board; otherwise, such expenses may be reimbursed at the discretion of the Board.

A compensated Manager, contractor, employee, or other Person compensated by the Association may, unrelated to their compensated services, serve as a Director or an Officer in accordance with this Declaration and the Bylaws, but shall not receive additional compensation therefor.

16.7. Conflicts

In the event of any conflict in applicable law and the Governing Documents: (a) the provisions of applicable law; (b) this Declaration and the Plat; (c) the Articles of Incorporation; (d) the Bylaws; (e) the Resolutions; and (f) the Rules shall prevail in that order.

16.8. Amendment

This Declaration may be amended by the approval of at least sixty-seven percent (67%) of the Members in Good Standing. Such approval to amend this Declaration shall be obtained by action by written ballot in accordance with the Bylaws.

A Director may execute, certify, and record any duly approved amendment or restatement of this Declaration. Any such amendment or restatement shall be prepared at the request of the Board by an attorney licensed in the State of Utah. Such an amendment shall not be effective until duly recorded in the Recorder's Office of the County.

16.9. No Estoppel or Reliance

No one may rely upon any authorization from the Board or anyone else that is contrary to the terms and conditions of the Governing Documents, regardless of the circumstances. No claim of estoppel, waiver, or similar equitable claim or defense may be raised by anyone related to any alleged reliance.

16.10. No Representations or Warranties

EACH OWNER AND RESIDENT, AND THEIR GUESTS AND INVITEES, UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE TO A UNIT IN, RESIDING IN, OR ENTERING UPON THE PROJECT THAT THE ASSOCIATION, ITS BOARD, AND MANAGER(S) HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

16.11. Waiver

Failure of the Association at any time to enforce any aspect of this Declaration or the other Governing Documents, intentionally or otherwise, shall not be construed as a waiver of the Association's right to enforce such aspects, or as a waiver, abandonment, or modification of such aspects.

16.12. Governing Law

This Declaration and the other Governing Documents shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

16.13. Jurisdiction

Any action, suit, or other proceeding arising out of this Declaration or other Governing Document shall be brought in a court of the State of Utah or a federal court located therein. To the not prohibited by law, all Owners and Residents, and all other Persons who at any time have entered upon or in any way made use of the Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

16.14. Severability

Should any term, condition, provision, or portion of this Declaration or the other Governing Documents, or any other aspect of such be held invalid or unenforceable for any reason (an "Invalid Term"), such Invalid Term shall be removed or restructured and then interpreted as determined by a court of competent jurisdiction so as to accomplish the intent of the Invalid Term in view of the Governing Documents, and the balance of such shall remain in full force and effect.

16.15. Gender and Number

All references herein to any party shall be read with such changes in gender and number as the context or reference requires.

16.16. Headings

Unless explicitly stated otherwise, headings in the Governing Documents are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

IN WITNESS WHEREOF, the undersigned Directors, representing at least a majority of the three (3) Directors, hereby certify that this Declaration and the Bylaws have been adopted and approved by Owners representing at least sixty-seven percent (67%) of the Units (see **Exhibit E**), have executed this Declaration as of the date first written below, and have approved recordation of this Declaration.

Aspen Condominium

By: Loretta Black
Loretta Black, Director

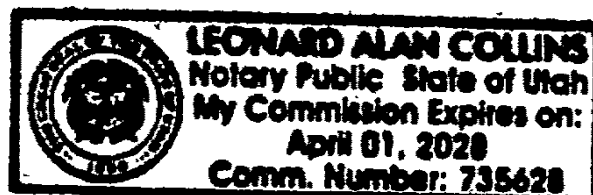
By: Karen Low
Karen Low, Director

By: Wayne Merritt
Wayne Merritt, Director

State of Utah)
) ss.
County of)

On the 21 day of August, in the year 2024, each of the above-named individuals, proven by satisfactory evidence, personally appeared before me and each, while under oath or affirmation, stated that he or she is a duly-authorized Director of the Association, did voluntarily sign this instrument on behalf of the Association, and acknowledged that the Association thereby executed the same.

(Seal)



[Signature]
NOTARY PUBLIC SIGNATURE

EXHIBIT A – Maintenance Chart

The following maintenance chart summarizes and supplements the Maintenance Obligations of the Association (the "HOA") and the Owners.

	EXTERIOR	HOA	OWNER
1	Building roofs, trusses, sheathing, weather barrier, shingles, and any components installed therein or on including rain gutters and downspouts.	X	
2	Building attics and any components installed therein, except components included in the definition of a Unit.	X	
3	Building exterior walls, studs, sheathing, weather barrier, siding, brick, trim, paint, light fixtures, water spigots, and any other components installed therein or on, except components in the definition of a Unit.	X	
4	Exterior doors including garage doors, door frames, hinges, thresholds, keypads, doorbells, door locks, windows, window frames, skylights, screens, glass and the like, A/C units and related components, and consumables such as bulbs and filters, except exterior trim and paint.		X
5	Building footings, foundation walls, slab floors (except garage slab floors), and any components installed therein, under, or behind, except components in the definition of a Unit.	X	
6	Walkways (including for end Units), porches, and other Limited Common Area, except planter areas adjacent to walkways and back patios that are reserved for a single Unit.	X	
7	Planter areas adjacent to walkways and back patios that are reserved for a single Unit.		X
	INTERIOR	HOA	OWNER
8	Everything within the definition of a Unit.		X
9	Unit and personal property damage resulting from water from any source and regardless of its phase.		X
10	Keep Limited Common Area neat, clean, free of hazards, and free of interference with the Maintenance Obligations of the Association.		X
	GROUND	HOA	OWNER
11	Entrance driveway, parking areas, perimeter fencing, and Common Area lighting.	X	
12	Common Area landscaping and related irrigation systems.	X	
13	Snow removal from entrance driveway and parking areas.	X	
14	Snow removal from walkways and front porches.	X	
15	Planter areas adjacent to walkways.		X

EXHIBIT B – Plat and Legal Description

The Plat is hereby incorporated by reference into this Exhibit B in its entirety for all of its content including the legal description(s) of the parcels(s) of the Land.

Legal Description

PHASE 1/ UNIT (BUILDING) 1:

A PARCEL OF LAND SITUATED IN LOTS 2, 3, 4, 7, 8, AND 1 OF BLOCK 36, PLAT "A" OF THE LOGAN CITY SURVEY, IN THE NE $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT SE CORNER OF SAID LOT 2; THENCE NORTH 132.0' THENCE EAST 66.0'; THENCE NORTH 7.0'; THENCE EAST 66.0'; THENCE NORTH 96.125'; THENCE EAST 16.5'; THENCE NORTH 144.37' (RECORD) 148.5' (MEASUREMENT) TO A POINT 4 RODS SOUTH OF THE NORTH LINE OF LOT 7; THENCE WEST 163.5'; THENCE SOUTH 200.0'; THENCE WEST 33.0'; THENCE SOUTH 183.625' TO THE SOUTH LINE OF SAID LOT 2; THENCE EAST 48.0' ALONG SAID SOUTH LINE OF LOT 2 TO THE BEGINNING;

Including individual units 1-7, and the Common Area and Limited Common Area, as labeled on the Aspen Condominium Record of Survey Map, Unit 1, also known as parcel nos. 07-081-0001 – 0007.

PHASE 2/ UNIT (BUILDING) 2:

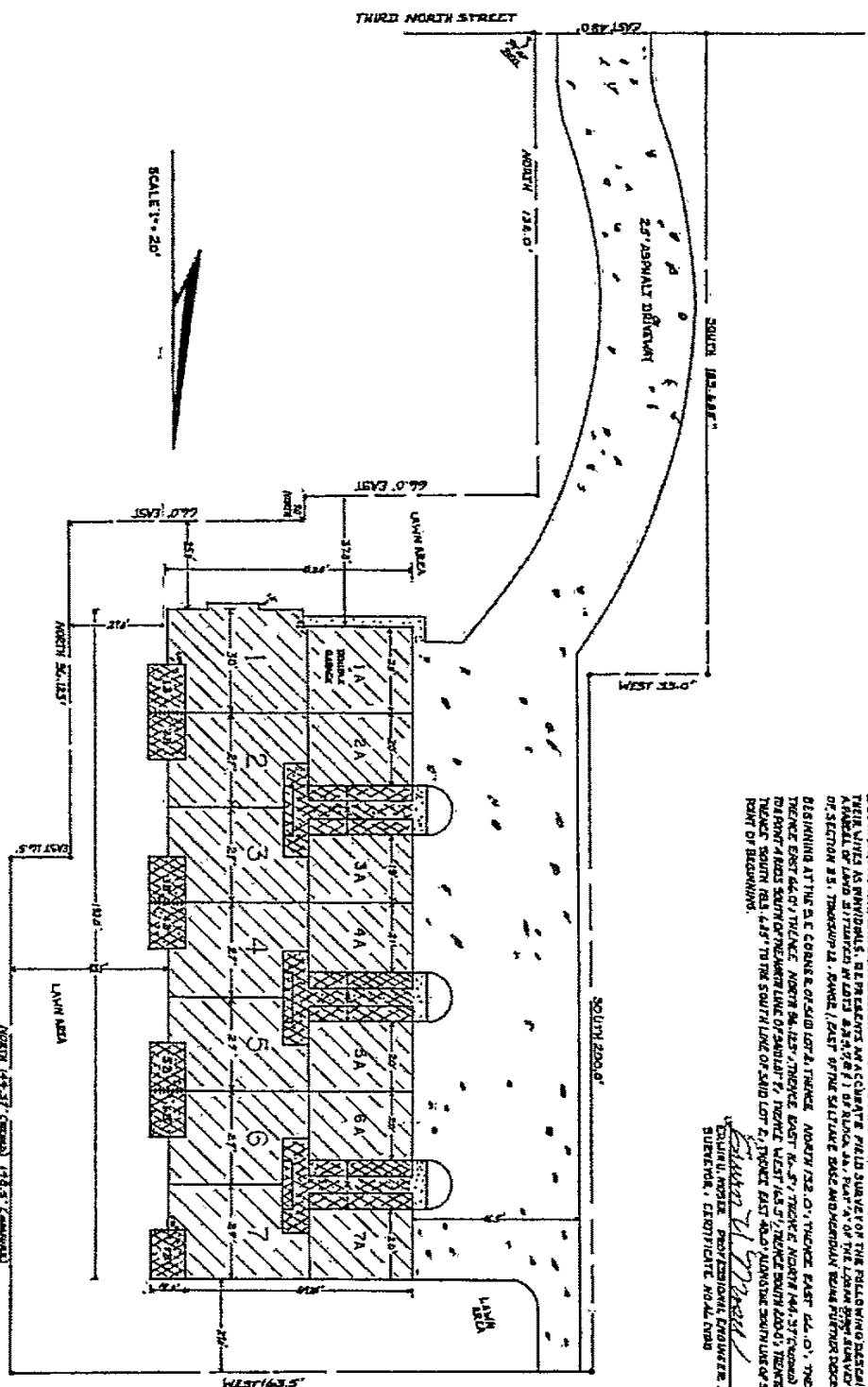
A PARCEL OF LAND SITUATED IN LOTS 2, 3, AND 4 OF BLOCK 36, PLAT "A" LOGAN CITY SURVEY IN THE NE $\frac{1}{4}$ OF SECTION 33, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING 48' WEST OF THE SE CORNER OF SAID LOT 2; THENCE NORTH 183.625'; THENCE EAST 33.00'; THENCE NORTH 200.00'; THENCE WEST 49.00'; THENCE 68.60' (MEASUREMENT); THENCE WEST 35.00'; THENCE SOUTH 49.50' (RECORD); 50.90' (MEASUREMENT); THENCE WEST 49.50'; THENCE SOUTH 59.90' (RECORD) 63.00' (MEASUREMENT); THENCE EAST 16.50'; THENCE SOUTH 39.40'; THENCE WEST 16.50'; THENCE SOUTH 148.50' (RECORD) 150.425' (MEASUREMENT); THENCE EAST 16.50'; THENCE SOUTH 16.50'; THENCE EAST 66.00'; THENCE SOUTH 132.00'; THENCE EAST 18.00' ALONG 300 NORTH STREET TO THE POINT OF BEGINNING;

Including individual units 325, 335, 345, 355, 365, 375, and 385, and the Common Area and Limited Common Area, as labeled on the Aspen Condominium Record of Survey Map, also known as parcel nos. 07-092-0001 – 0007.

RECORD OF SURVEY MAP ASPEN CONDOMINIUM

A CONDOMINIUM LOCATED IN LOTS 234, 781 / OF BLOCK 36, PART 1/4 OF SECTION 33, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE SALT LAKE
BASE AND MERIDIAN, LOGAN CITY, CACHE COUNTY, UTAH - JANUARY 1975



ENGINEER'S CERTIFICATE

I, RICHARD HOBBS, PROFESSIONAL ENGINEER AND LAND SURVEYOR, HOLDING CERTIFICATE NO. 46, AS PRESCRIBED BY THE STATE OF UTAH, DO HEREBY CERTIFY THAT THE FOREGOING SURVEYING ACCOMPLISHED BY ME AND MY ASSISTANTS IN THE FIELD AND IN THE OFFICE, AND THE PLANS THEREON, WERE MADE IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT, AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED: JANUARY 1975
RICHARD HOBBS
PROFESSIONAL ENGINEER AND LAND SURVEYOR
SALT LAKE CITY, UTAH

OWNER'S CERTIFICATE OF CONSENT TO RECORD

I, the undersigned, do hereby certify that I am the owner of the above described premises, and that I have read and understand the contents of the foregoing plat, and that I consent to the recording of the same.

DATED: JANUARY 1975
BY: _____
OWNER

LEGEND

- APPROX AREAS
- CONCRETE AREAS
- UNIT AREAS OF PRIVATE OWNERSHIP
- LIMITED COMMON AREAS
- COMMON AREAS: WHICH INCLUDE ALL ASPHALT, DRIVEWAYS AND SIDEWALKS AND SIMILAR COMMON AREAS
- UNIT IDENTIFYING NUMBERS
- DOUBLE BARRED IDENTIFYING NUMBERS, (CORRELATING TO UNIT NUMBERS)
- TRIPLE BARRED IDENTIFYING NUMBERS, (CORRELATING TO UNIT NUMBERS)
- FENCE SCREEN FOR UNIT AREAS (OWNER'S OWNERSHIP)

SHEET 1 OF 2 SHEETS

CACHE COUNTY RECORDERS CERTIFICATE

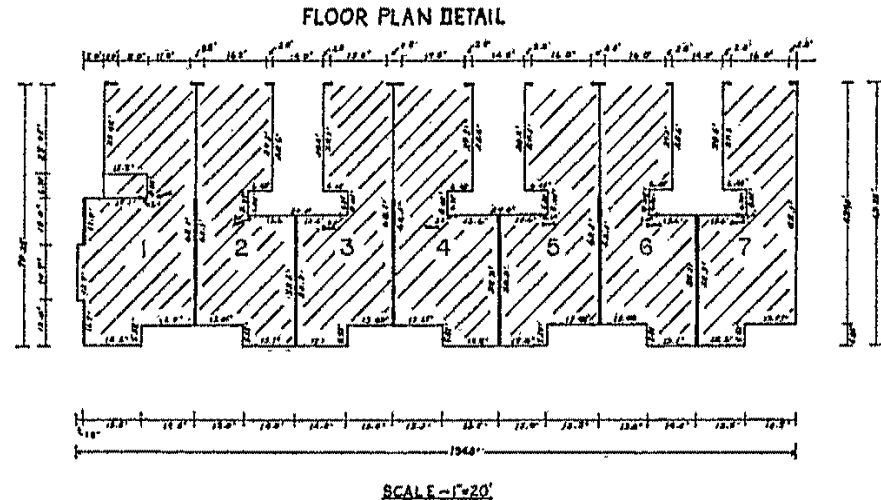
BOOK OF PLATS 118
PAGE 1480

THIS IS TO CERTIFY THAT THIS PLAT WAS FILED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER ON THE 27th DAY OF JANUARY 1975 AT 11:00 O'CLOCK PM AND IS CORRECT TO THE BEST OF MY KNOWLEDGE.

FILED IN 372982

Richard H. Hobbs
COUNTY RECORDER

ASPEN CONDOMINIUM

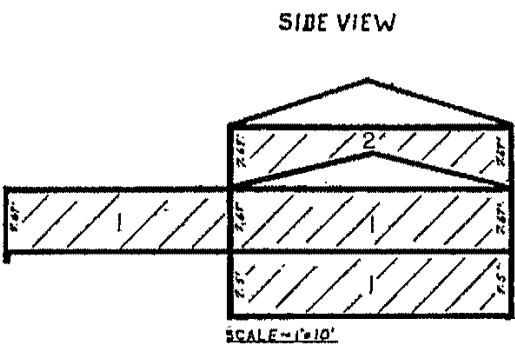
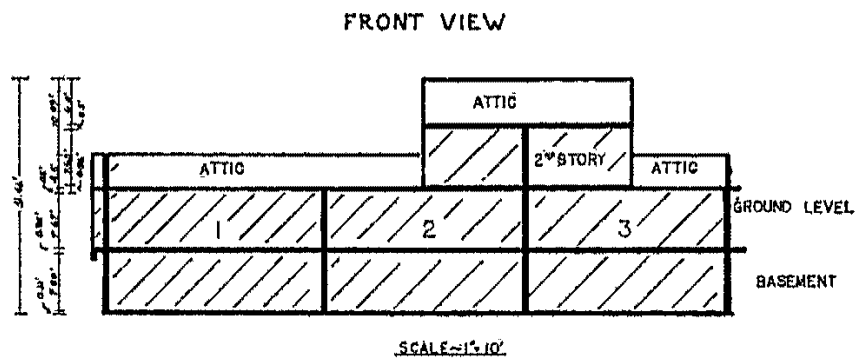


OWNERSHIP DEFINITION

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BUILDING DIMENSIONS SHOWN ON SHEET 2 OF THE RECORD OF SURVEY OF "ASPEN CONDOMINIUM" ARE CONSTRUCTED OR ARE PROPOSED TO BE CONSTRUCTED AS SHOWN HEREON

Erwin U. Moser
 ERWIN U. MOSER, REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR CERT. NO. 46 UTAH



GENERAL NOTES

ALL ELEVATIONS ARE AS PER U.S.C.G.S. SURVEY MONUMENT LOCATED IN THE INTERSECTION OF MAIN STREET AND THIRD NORTH C. ELEV. 4921.62'S LOGAN CITY, CACHE COUNTY, UTAH

WALL THICKNESS - OUTSIDE BRICK 0.83 FEET
 OUTSIDE WOOD 0.50 FEET
 WALLS BETWEEN UNITS 0.83 FEET

UNIT NUMBER	BASEMENT FLOOR ELEV.	BASEMENT CEILING ELEV.	1ST FLOOR FLOOR ELEV.	1ST FLOOR CEILING ELEV.	2ND FLOOR FLOOR ELEV.	2ND FLOOR CEILING ELEV.	UNIT AREA (SQUARE FEET)		NUMBER OF FINISHED ROOMS
							FINISHED	UNFINISHED	
1	4509.88	4516.88	4517.88	4525.88			2064	150±	12
2	4509.88	4516.88	4517.88	4525.88	4526.88	4534.88	1501	843	8
3	4509.88	4516.88	4517.88	4525.88	4526.88	4534.88	1313	846	8
4	4509.88	4516.88	4517.88	4525.88			873	873	6
5	4509.88	4516.88	4517.88	4525.88			873	873	6
6	4509.88	4516.88	4517.88	4525.88			874	874	9
7	4509.88	4516.88	4517.88	4525.88			803	803	6

LEGEND

- AREAS OF COMMON OWNERSHIP (INCLUDING ATTICS)
- AREAS OF PRIVATE OWNERSHIP

SHEET 2 OF 2 SHEETS

COUNTY RECORDER'S CERTIFICATE

STATE OF UTAH)
 COUNTY OF GARFIELD)
 I HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE COUNTY RECORDER'S OFFICE ON THE 21st DAY OF FEBRUARY, 1979, AT 2:31 O'CLOCK P.M. AND IS DULY RECORDED.

Erwin U. Moser
 COUNTY RECORDER

PLAT NO. 32782 L

RECORD OF SURVEY MAP ASPEN CONDOMINIUM

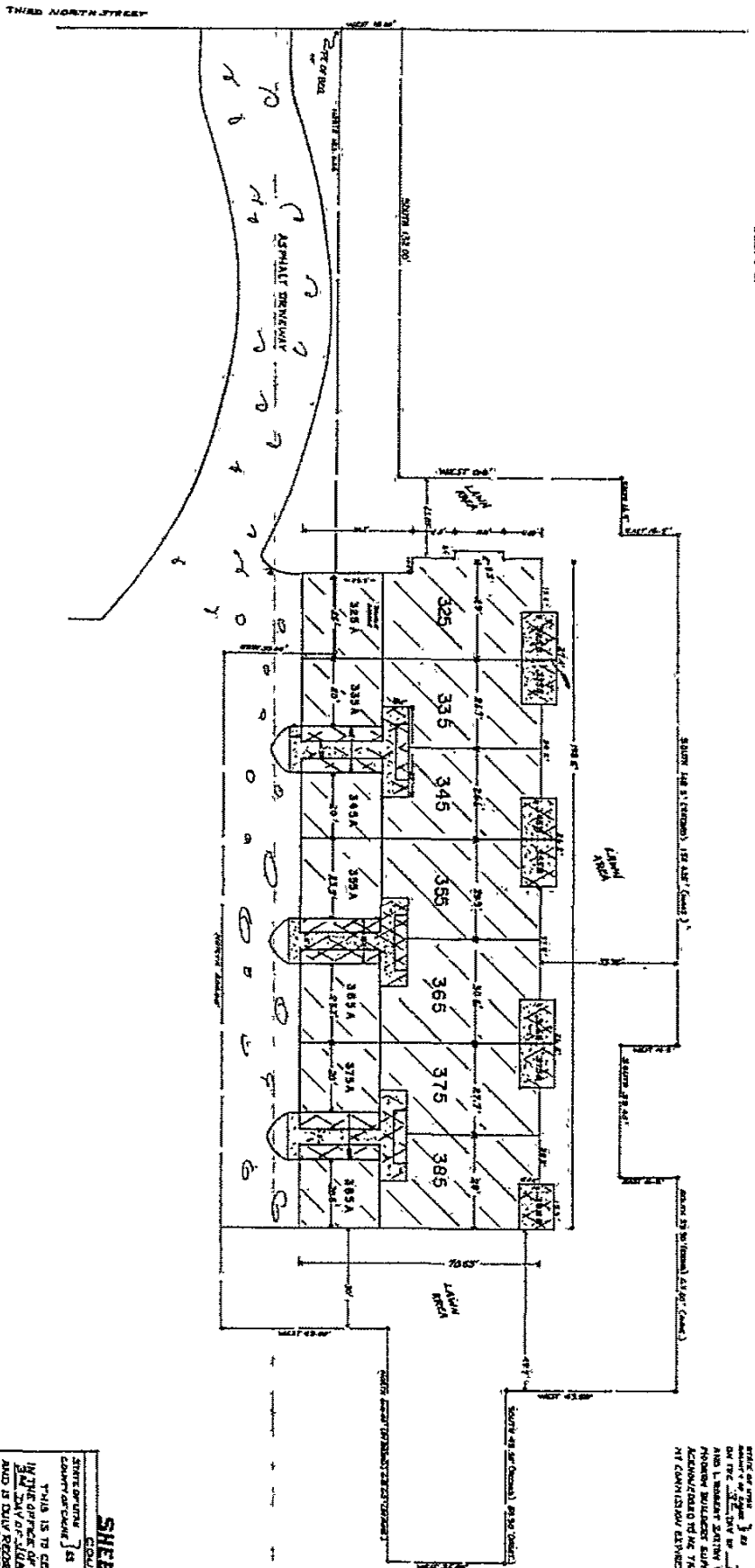
A CONDOMINIUM LOCATED IN LOTS 2, 3 AND 4 OF BLOCK 36 PLAT A OF THE LOGAN CITY SURVEY IN THE NE 1/4 OF SECTION 33, TOWNSHIP 12 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE & MERIDIAN - LOGAN CITY - CACHE COUNTY - UTAH TUNE 1st, 1974

ENGINEER'S CERTIFICATE

I, STEVEN H. HESS, PROFESSIONAL ENGINEER AND LAND SURVEYOR, HOLDING CERTIFICATE NO. 44, AS INCORPORATED BY THE STATE OF UTAH, DO HEREBY CERTIFY THAT THE PROPERTY SHOWN ON THE ACCOMPANYING RECORD OF SURVEY MAP WAS ACCURATELY SURVEYED AND PLANNED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I HAVE PERSONALLY REVIEWED THE RECORD OF SURVEY MAP AND AM SURE THAT THE SAME IS ACCURATE AND CORRECTLY REPRESENTS THE ACTUAL SURVEY. I HAVE ALSO PERSONALLY REVIEWED THE RECORD OF SURVEY MAP AND AM SURE THAT THE SAME IS ACCURATE AND CORRECTLY REPRESENTS THE ACTUAL SURVEY. I HAVE ALSO PERSONALLY REVIEWED THE RECORD OF SURVEY MAP AND AM SURE THAT THE SAME IS ACCURATE AND CORRECTLY REPRESENTS THE ACTUAL SURVEY.

Steven H. Hess
Professional Engineer and Land Surveyor

UNIT 2



OWNERS' CERTIFICATE OF CONSENT TO RECORD

I, the undersigned, do hereby certify that I am the owner of the property described in the foregoing plat and that I have read and understand the contents of the same and that I consent to the recording of the same and the creation of the units therein. I have also read and understand the contents of the same and that I consent to the recording of the same and the creation of the units therein.

ACKNOWLEDGEMENT

I, the undersigned, do hereby certify that I am the owner of the property described in the foregoing plat and that I have read and understand the contents of the same and that I consent to the recording of the same and the creation of the units therein. I have also read and understand the contents of the same and that I consent to the recording of the same and the creation of the units therein.

LEGEND

- Unit areas by partial dimensions
- LIMITED COMMON AREAS
- CONCRETE AREAS
- ASPHALT AREAS
- LAWN AREAS WHICH INCLUDE ALL ASPHALT, CONCRETE AREAS AND LAWN AREAS

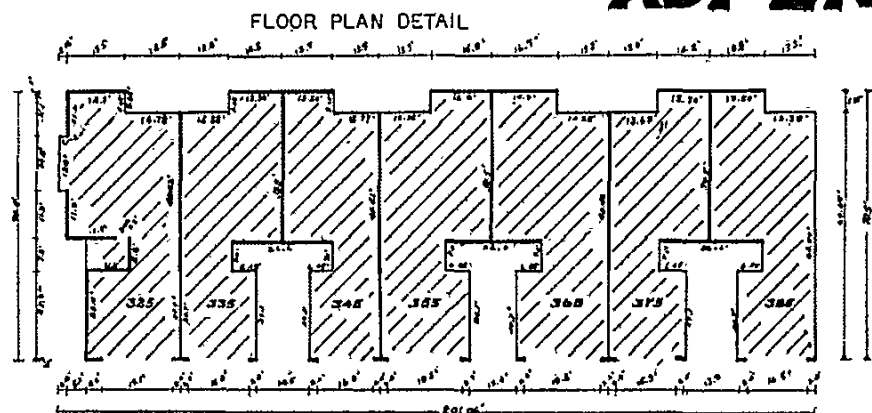
SHEET 1 OF 2 SHEETS

THIS IS TO CERTIFY THAT THIS MAP WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK, LOGAN CITY, UTAH, ON THIS DAY OF JUNE, 1974 AT 12:00 O'CLOCK P.M. AND IS DIVIDED INTO SHEETS AS FOLLOWS:

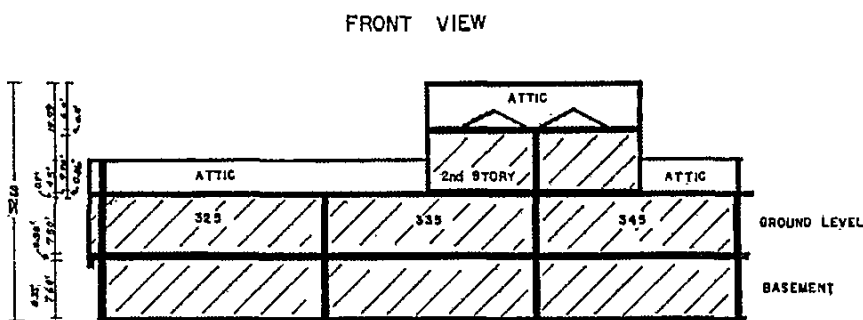
ASPEN CONDOMINIUM

UNIT 2

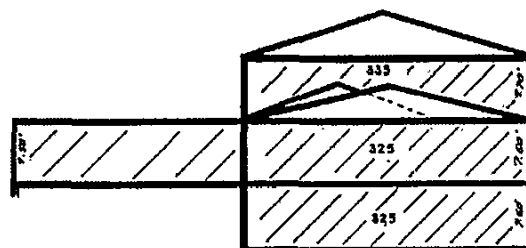
OWNERSHIP DEFINITION



SCALE - 1" = 20'



SCALE - 1" = 10'



SCALE - 1" = 10'

UNIT NUMBER	BASEMENT FLOOR ELEV.	BASEMENT CEILING ELEV.	1 ST FLOOR FLOOR ELEV.	1 ST FLOOR CEILING ELEV.	2 ND FLOOR FLOOR ELEV.	2 ND FLOOR CEILING ELEV.	UNIT AREA APPROXIMATE SQ. FT. (COMMON)	UNIT AREA APPROXIMATE SQ. FT. (PRIVATE)	NUMBER OF POLISHED SQUARE FEET
325	4509.00	4517.10	4518.00	4525.50			1107	1107	6
335	4509.00	4517.10	4518.00	4525.50	4526.00	4534.10	1532	950	8
345	4509.00	4517.10	4518.00	4525.50	4526.00	4534.10	1527	927	8
355	4509.00	4517.10	4518.00	4525.50			1195	1195	6
365	4509.00	4517.10	4518.00	4525.50			1216	1216	6
375	4509.00	4517.10	4518.00	4525.50			1078	1078	6
385	4509.00	4517.10	4518.00	4525.50			1063	1063	6

* NOT INCLUDING GARAGE

LEGEND

- AREAS OF COMMON OWNERSHIP (INCLUDING ATTICS)
- AREAS OF PRIVATE OWNERSHIP

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BUILDING DIMENSIONS SHOWN ON SHEET 2 OF THE RECORD SURVEY OF "ASPEN CONDOMINIUM" ARE CONSTRUCTED OR ARE PROPOSED TO BE CONSTRUCTED AS SHOWN HEREON.

Kevin H. Miller
 KEVIN H. MILLER, REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, CERTIFICATE NO. 46 (UTAH)

GENERAL NOTES

1. ALL ELEVATIONS ARE AS PER U.S.C. & G. SURVEY MONUMENT LOCATED AT THE INTERSECTION OF MAIN STREET AND THIRD NORTH (ELEV. 4521.67') LOGAN CITY, CACHE COUNTY, UTAH
- A. WALL THICKNESS - OUTSIDE BRICK - 0.88 FEET
 OUTSIDE WOOD - 0.88 FEET
 WALLS BETWEEN UNITS - 0.88 FEET

SHEET 2 OF 2 SHEETS

COUNTY RECORDER'S CERTIFICATE
 STATE OF UTAH
 COUNTY OF CACHE
 THIS IS TO CERTIFY THAT THIS PLAN WAS FILED FOR RECORD IN THE OFFICE OF THE CACHE COUNTY RECORDER ON THE 18TH DAY OF JULY 1974 AT 2:10 O'CLOCK P.M. AND IS FULLY RECORDED.
 FILE NO. 379193
Barbara B. Smith
 COUNTY RECORDER

F-91, ASPEN CONDOMINIUM UNIT 2

EXHIBIT C – Bylaws

The duly adopted First Amended and Restated Bylaws of Aspen Condominium follow this page.

ASPEN CONDOMINIUM
FIRST AMENDED AND RESTATED
BYLAWS

Logan, Cache County, Utah

EXCEPT IN VERY LIMITED CIRCUMSTANCES
OCCUPANCY IS RESTRICTED TO
INDIVIDUALS 55 YEARS OF AGE AND OLDER
Carefully read this Declaration for an explanation of this IMPORTANT restriction.

EXCEPT IN VERY LIMITED CIRCUMSTANCES
RENTALS ARE PROHIBITED
Carefully read this Declaration for an explanation of this IMPORTANT prohibition.

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1. RECITALS

- A. WHEREAS, Aspen Condominium is a homeowners association (the “Association”) located in Logan, Cache County, Utah, is organized as a Utah nonprofit corporation, and is thus subject to the Utah Revised Nonprofit Corporation Act (the “Nonprofit Act”); and
- B. WHEREAS, the Association is subject to the Utah Condominium Ownership Act (the “Act”); and
- C. WHEREAS, the Association’s original Declaration for Aspen Condominium was recorded in the Recorder’s Office of Cache County, Utah, as entry no. 371361 on February 9, 1973, and was amended as entry nos.: 379192 on June 3, 1974; 840395 on September 19, 2003; 1331135 on October 28, 2022; and 1336444 on February 27, 2023 (the “Original Declaration as Amended”); and
- D. WHEREAS, the Original Declaration as Amended asserts that bylaws are included therein (the “Original Bylaws as Amended”);¹ and
- E. WHEREAS, the membership of the Association desires to update the Original Bylaws as Amended;
- F. NOW THEREFORE, the Association hereby adopts these bylaws, including these Recitals, (the “Bylaws”) which Bylaws shall completely replace and supersede the Original Bylaws as Amended.

2. DEFINITIONS

For the purposes of these Bylaws, the following terms shall have the following meanings.

- A. “**Act**” means the Utah Condominium Ownership Act, Utah Code §§ 57-8-1 *et. seq.*, as it may be amended from time to time.
- B. “**Action**” or “**action**” means an official action taken, decision made, or thing done by the Association membership or the Board. A “**proposed action**” means a formal proposal to take an action in accordance with these Bylaws and applicable law. An action may only be taken in a meeting of Members, as an action by written ballot, in a Board meeting, or as an action without a Board meeting in accordance with these Bylaws and applicable law.
- C. “**Amenities**” means Common Area not generally considered essential for access to a Unit such as parks, play areas, clubhouses, pools, and other nonessential or recreational facilities. “Amenities” does not mean Common Areas such as Association streets, sidewalks, and other Common Area generally considered essential for access to a Unit or Limited Common Area appurtenant to a particular Unit.
- D. “**Articles**” or “**Articles of Incorporation**” means the most recent articles of incorporation or merger of the Association as they may be amended or restated from time to time, and as duly filed with the state in which the Association is incorporated.
- E. “**Association**” means **Aspen Condominium** and, as the context requires, the property, Directors, Officers, Managers, or other agents of the Association.

¹ Orig. Decl., pg. 1, fourth WHEREAS clause.

F. **“Attorney-in-Fact”** and **“attorney-in-fact”** mean an individual who is authorized to act as an agent of a Person or an estate as evidenced by a duly executed Power of Attorney, Designation of Agent, Letter Testamentary, Letter of Administration, or similar authorizing document. An attorney-in-fact may act on behalf of an Owner or, if the attorney-in-fact represents a deceased Owner’s estate may act with respect to the deceased Owner’s Unit as if the Owner, for purposes of all meetings, proxies, and voting described in the Governing Documents but not for purposes of eligibility requirements.

G. **“Board”** and **“Board of Directors”** mean the entity, regardless of name, with primary authority to manage the affairs of the Association. **“Board”** and **“Board of Directors”** also mean **“management committee”** as that term is used in the Act.

H. **“Bylaws”** means these First Amended and Restated Bylaws, including as they may be further amended or restated from time to time, as duly recorded in the Recorder’s Office of Cache County, Utah.

I. **“Common Area”** means property owned or managed by the Association that is designated for the use of one or more of the Units, Owners, or Residents. Non-resident Owners may be limited in their use of various Common Areas as provided by the Governing Documents or applicable law.

J. **“Declaration”** means the declaration of covenants, conditions, and restrictions of the Association as they may be amended or restated from time to time, and as duly recorded in the county in which the Association is located.

K. **“Director”** means a member of the Board of Directors.

L. **“Good Standing”** means: (1) free from any past-due assessments, fines, or other amounts owed to the Association; and (2) free from any unresolved Violations for which written notice has been issued by the Association. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member’s Unit are in Good Standing and if the Member’s Unit itself is in Good Standing.

M. **“Governing Documents”** means the Declaration, Plat, Articles of Incorporation, Bylaws, Resolutions, Rules, and any written decisions of the Association made pursuant to such documents.

N. **“HOPA”** means the federal Housing for Older Persons Act, 42 USC 3607, as it may be amended from time to time.

O. **“Limited Common Area”** means Common Area that is designated for the use of fewer than all of the Units, Owners, or Residents.

P. **“Lot”** means any residential building lot illustrated on the Plat.

Q. **“Manager”** means any Person engaged by the Board to manage all or part of the Association. The actions of a Manager shall be considered acts of the Board.

R. **“Member”** means the Owner of a Unit or, if multiple Owners, all such Owners taken together, such that there is a single Member per Unit and such that notice given to any one such Owner shall be considered notice given to the Member and to all such Owners.

S. **“Minutes”** means an official record of the actions taken in (as opposed to a transcript of) a meeting of Members, a Board meeting, a meeting of a committee, action taken by written ballot, and action taken without a Board meeting. Minutes should include: (1) the name of the Association; (2) the type of meeting or a description of the proposed action; (3) the date, time, and place of the meeting or events related to the proposed action; (4) the names of the Directors, Officers, and

Owners or their proxies or attorneys-in-fact present at the meeting or involved in an action; (5) whether a quorum was present at the meeting or in the action; and (6) whether the Minutes of a previous meeting or action were approved as read, or as corrected if approved.

T. “**Nonprofit Act**” means the Utah Revised Nonprofit Corporation Act, Utah Code §§ 16-6a-101 *et. seq.*, as it may be amended from time to time.

U. “**Officer**” means a Person appointed as an officer of the Association by the Board in accordance with these Bylaws.

V. “**Owner**” means a Person holding a Present Ownership Interest in a Unit. *See also* Attorney-in-Fact and Owner Representative.

W. “**Owner Representative**” means a director, officer, member, manager, beneficiary, or other authorized representative of an Owner that is a legal entity, as such Owner shall appoint from time to time. Anything contrary notwithstanding, an Owner Representative shall be considered an Owner for purposes of notices, meetings, proxies, voting, and eligibility requirements described in this Declaration and the Bylaws.

X. “**Person**” means a natural person (an individual) and a corporation, partnership, company, association, trust, or other legal entity of any kind whatsoever.

Y. “**Plat**” means the one or more plat maps and legal descriptions of all phases and portions of the Project as such are or may be duly amended or recorded from time to time in the Recorder’s Office of Cache County, Utah.

Z. “**Present Ownership Interest**” means, with respect to a Unit, (1) a fee simple interest; (2) a joint tenancy, a tenancy in common, or tenancy by the entirety; (3) the interest of a tenant shareholder in a cooperative; (4) a life estate; and (5) an interest held by a beneficiary, but not by a trustee or grantor, of a trust in which the Unit is held. Notwithstanding the foregoing, a Present Ownership Interest shall not include a security interest in the Unit such as held under a mortgage, deed of trust, or like instrument.

AA. “**Project**” means all phases and portions of **Aspen Condominium** as described and illustrated on the Plat, including the Land, Lots, Units, Common Area, Limited Common Area, buildings, facilities, structures, appurtenances, Improvements, rights, easements, and articles of personal property of the Association intended for use in connection with the foregoing.

BB. “**Resident**” means a natural person who resides in a Unit; such a person may be: (1) an Owner; (2) an Owner Representative; (3) a tenant; (4) a dependent or family member of, or member of the same household as, any of the foregoing; or (5) any other Person who resides within the Association.

CC. “**Resolution**” means a formal written document of the Association in its capacity as a nonprofit corporation that describes an action(s) taken by the Board or the membership of the Association. A Resolution is operable under the Nonprofit Act and is superior to and takes precedence over a Rule but is void to the extent it conflicts with applicable law, this Declaration, the Articles of Incorporation, or the Bylaws. Notwithstanding the foregoing, a Resolution shall be considered a Rule for purposes of the Act.

DD. “**Rule**” means a policy, guideline, restriction, procedure, or regulation of the Association established by the Board that governs the conduct of Persons or the use, quality, type, design, or appearance of real property or personal property, but that is not set forth in or inconsistent with the

Act or other applicable law, the Declaration, Plat, Articles of Incorporation, these Bylaws, a contract or easement, or a Resolution except as explicitly indicated therein.

EE. "Unit" means a residential dwelling constructed on a Lot.

FF. "Violation" means any act, omission, or condition that is not in compliance with the provisions of the Governing Documents.

3. MEETINGS OF MEMBERS

3.1 Annual Meetings of Members

As scheduled by the Board, one annual meeting of Members shall be held at a place and time designated by the Board during the third quarter of each calendar year, or as otherwise designated by a Resolution of the Board. The primary purposes of the annual meeting shall be: (1) to elect members of the Board; and (2) perform age verification of all Residents in accordance with the Association's age verification procedures to comply with HOPA requirements.

The secretary shall take and maintain Minutes of actions taken at all meetings of Members, regardless of meeting type.

3.1.1 Age Verification Procedures

Pursuant to the Federal Housing for Older Persons act ("HOPA"), 42 USC 3607, and the Declaration and Bylaws, a fully completed and truthful sworn Statement of Age Verification for each Unit shall be submitted to the Association annually in connection with the Association's annual meeting of Members. The statement must be completed by an adult Resident or Owner of the Unit and must be submitted to the Association annually no later than the date of each annual meeting of Members.

Exhibit G is an example Sworn Statement of Age Verification that meets the requirements of HOPA, the Declaration, and these Bylaws.

The Association shall include a Sworn Statement of Age Verification form with each notice of an annual meeting of the Members.

Upon the sale of a Unit to a new Owner(s), and after the Association's receipt of the new Owner's contact information, the Association shall provide a Sworn Statement of Age Verification form to the new Owner of the Unit. The statement must be truthfully completed by an adult Resident or Owner of the Unit and must be submitted to the Association within one (1) week of the date the form was provided to the new Owner.

Upon an Owner leasing a rental Unit to a new Resident(s), and after the Association's receipt of the new Resident's contact information, the Association shall provide a Sworn Statement of Age Verification form to the Owner or new Residents of the Unit. The statement must be truthfully completed by an adult Resident or Owner of the Unit and must be submitted to the Association within one (1) week of the date the form was provided to the Owner or new Residents.

Failure to timely provide a completed and truthful statement shall be considered a violation of the Declaration and these Bylaws and may result in fines, eviction, and/or foreclosure.

3.2 Special Meetings of Members

Special meetings of Members may be called at any time by the Board or upon written request signed by a majority of the Members and provided to the Board. Such a written request shall state the specific purpose for the meeting requested. The Board shall designate the place, time, and purpose of a special meeting.

3.3 Electronic Meetings of Members

To the extent arranged by the Board, any or all Members may participate in an annual, special, or other meeting of Members by, or the meeting may be conducted through the use of, any means of communication by which all individuals participating in the meeting may hear each other during the meeting. A Member participating in such a meeting is considered to be present in person at the meeting.

3.4 Notice of Meetings of Members

The Association shall give each Member entitled to vote at a meeting of Members written notice of the place, date, time, and purpose of the meeting no less than ten (10) days and no more than thirty (30) days before the meeting. Notice shall be mailed to Members via first-class or registered mail, or provided by electronic means such as email or the Association's website, or given as otherwise provided by law.

Written notice of a meeting of Members shall include a description of any matter(s) that must be approved by the Members or for which the Members' approval is sought.

When giving written notice of a special meeting of Members that was requested by a majority of the Members, the Association shall include the specific purpose for the meeting as it was stated in the written request signed by the majority of the Members.

3.5 Action by Written Ballot

At the discretion of the Board, or upon written request signed by a majority of the Members and provided to the Board, any action that may be taken at a meeting of Members may alternatively be taken without a meeting of Members and without prior notice if the Association delivers a proper written ballot to every Member eligible to vote.

The secretary shall take and maintain Minutes of actions taken by written ballot without a meeting of Members.

3.5.1 Effect

Any action taken by written ballot has the same effect as action taken at a meeting of Members, and may be described as such in any document.

3.6 Quorum at Meetings of Members

Except as otherwise provided in the Declaration or these Bylaws, the quorum required at a meeting of Members shall be those Owners present in person and by proxy at the meeting.

3.7 Eligibility of Members to Vote

A Member must be eligible to vote for its vote to be counted. A Member is eligible to vote in a meeting of Members or in an action by written ballot only if that Member is in Good Standing for at least thirty (30) days prior to the date of the meeting of Members or the date the written ballot is

postmarked, sent, or otherwise delivered. A Member is in Good Standing only if all of the Owner(s) and Resident(s) of the Member's Unit are in Good Standing and if the Member's Unit itself is in Good Standing. A Member that is not eligible to vote is, for purposes of the Nonprofit Act, not entitled to vote.

3.8 Voting at Meetings of Members

Any action taken at a meeting of the Members shall be taken by written ballot. Written ballots for such action may be delivered to the Members with written notice of the meeting or at the meeting.

Within no more than ten (10) days of a vote at any meeting of Members, the Association shall provide notice of the action taken by written ballot to the Members. Notwithstanding failure to provide such notice, the action(s) taken shall remain valid.

3.9 Proxy Appointments by Members

Members may vote in person or by proxy in all meetings of Members.

3.9.1 Content

Each proxy appointment form shall (1) clearly appoint a named individual as the appointing individual's attorney-in-fact and agent to vote as proxy for the appointing individual at a meeting(s) of Members; (2) include a statement that the appointing individual signing the proxy appointment form is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the appointing individual is a duly-authorized representative of the Owner for purposes of the proxy appointment (collectively the "Required Proxy Content").

In addition to the Required Proxy Content, each proxy appointment form shall include clearly-identified locations or fields for the appointing individual to provide the following information: (1) the physical address of the Unit for which the proxy is being appointed; (2) the printed name of the individual being appointed; (3) the date of the meeting at which the proxy is to be exercised or other period of time during which the proxy appointment is valid, as allowed by law; (4) the day, month, and year the proxy appointment form is signed; (5) the appointing individual's signature; and (5) the appointing individual's full legal name (collectively the "Proxy Information").

Exhibit A is an example proxy appointment form that meets the requirements of these Bylaws.

3.9.2 Receipt

An original proxy appointment or a complete copy thereof, electronic or otherwise, must be received by the Association no later than the scheduled date and time of the meeting but no more than one week before such time.

3.9.3 Validity

Each proxy appointment, or complete copy thereof, provided to the Association must be timely received by the Association. Any ballot not timely received by the Association shall not be considered valid and shall not be counted.

Each proxy appointment, or complete copy thereof, returned to the Association shall include all the Required Proxy Content and all of the required Proxy Information. A proxy appointment received by the Association shall not be considered valid and shall not be effective if it does not include all the Required Proxy Content and all of the required Proxy Information or if any of the Proxy

Information is not provided in a reasonably legible form or in the identified locations or fields provided on the proxy appointment form for such information.

If multiple proxies are appointed for a particular Unit, the only valid one is that which was issued latest in time; if it is not clear which was issued latest in time then all shall be considered invalid. Acts by invalid proxy shall be considered invalid.

If an Owner dies or is found incompetent after making a proxy appointment, the Owner's proxy is valid unless the Association has been notified in writing prior to use of the proxy.

The duly executed documentation of an attorney-in-fact, if timely received by the Association, shall be accepted in lieu of a proxy appointment.

3.9.4 Revocation

A proxy appointment may be revoked by the appointing Member or its attorney-in-fact by attending a meeting and voting in person, or by delivering a subsequent proxy appointment form that is received by the Association no later than the scheduled date and time of the meeting but no more than one week before the meeting.

3.10 Conduct at Meetings of Members

The Board, or its authorized representatives, shall preside over all meetings of Members. The secretary shall keep and maintain Minutes of meetings of Members.

All voting, including for Directors, at a meeting of Members shall take place using written ballots.

During a meeting of Members, the board shall provide a reasonable opportunity for Owners to offer comments; the Board may limit such comments to one specific time period during the meeting.

Attendance at meetings of Members is limited to Owners, their proxies, or their attorneys-in-fact, and any Manager or its representative(s). Residents and others that are not Owners may not attend meetings of Members.

The Board may adopt further policies and procedures with regard to conduct at meetings of Members.

3.11 Written Ballots

3.11.1 Content

Each written ballot shall: (1) briefly describe one and only one proposed action; (2) provide an opportunity to vote for or against the proposed action, or as otherwise appropriate for the proposed action; (3) specify the period of time during which the completed ballot must be received by the Association in order to be valid and counted; (4) indicate the number of valid returned ballots needed to meet quorum requirements; (5) state the percentage or other amount of approvals necessary to approve the proposed action; (6) include a statement that only one vote is allowed per Unit and that if more than one ballot is received by the Association from the Owner(s), proxy(s), or agent(s) for the same Unit then all of the ballots received for that Unit shall be considered invalid and shall not be counted; (7) include a statement that the voter signing the ballot is certifying under penalty of perjury that the provided information is complete, true, and correct and that, if the Owner is a legal entity, the voter is a duly-authorized representative of the Owner for purposes of the action by written ballot; and (8) be accompanied by written information sufficient for Members

to reach a reasonably informed decision on the proposed action (collectively the "Required Ballot Content").

In addition to the Required Ballot Content, and with respect to an Owner and its Unit for which a ballot may be cast, each written ballot shall also include clearly-identified locations or fields for the voter to provide the following information: (1) the physical address of the Unit; (2) the printed full legal name of the Owner; (3) an indication as to whether the Owner is a legal entity; (4) the current physical address of the Owner; (5) the voter's printed full legal name, if different than that of the Owner; (6) the voter's current physical address, if different than that of the Owner; (7) the voter's current email address; (8) the voter's current telephone number; (9) the voter's signature; (10) an indication as to whether the voter signing the ballot is: (a) the Owner, (b) the Owner's proxy or agent, or (c) the Owner's authorized representative if the Owner is a legal entity (collectively the "Voting Information").

Except as otherwise provided by the Declaration or these Bylaws, the period of time during which completed ballots must be received by the Association shall be at least thirty (30) days and no more than 90 days, or such other period of time allowed by law.

Except as otherwise provided by the Declaration or these Bylaws, the number of valid ballots required to meet quorum requirements shall be the number of valid ballots timely received by the Association.

Except as otherwise provided by the Declaration or these Bylaws, the percentage or other number of approvals necessary to approve a proposed action shall be a majority of valid ballots cast in approval of a proposed action. Alternatively, if the ballot is for the election of one or more candidates, the candidate(s) receiving the greatest number(s) of votes shall be the percentage or other number of approvals necessary to elect the candidate(s).

A completed written ballot that, after reasonable investigation by and in the judgement of the Board, is deemed to not be what it purports to be: (1) shall not be considered valid and shall not be counted; or (2) may, within a reasonable period of time after the action but not to exceed ten (10) days, be declared invalid and, at the discretion of the Board, the election results may be adjusted accordingly. Such a declaration shall be in writing signed by a majority of the Directors; such writing shall include the records of the investigation and shall be kept with the Minutes of the action by written ballot.

A written ballot may be in electronic form; signatures on written ballots may be scanned or may be digital or electronic signatures in any form consistent with Utah law.

Exhibit B is an example written ballot for voting on a single proposed action that meets the requirements of these Bylaws.

Exhibit C is an example written ballot for the election of a Director(s) that meets the requirements of these Bylaws. Each such ballot may need to be accompanied by additional written information as needed for Members to reach an informed decision with respect to the candidates.

3.11.2 Delivery

Written ballots and any related information shall be delivered to Owners in person, by mail, or by electronic means including email or a website, or delivered as otherwise provided by law.

3.11.3 Receipt

Members shall be given at least thirty (30) days from the day on which the written ballots and any related information are delivered before their vote by written ballots must be received by the Association, except as otherwise provided by law. Members may return their vote by written ballots, or complete copies thereof, to the Association in person, by mail, by email, or by any other means allowed by law.

Notwithstanding the foregoing, votes by written ballots for a meeting of Members shall be submitted in person or electronically when called for by the Board or other individual presiding at the meeting of Members.

Once a vote by written ballot has been received by the Association, it cannot be revoked.

3.11.4 Validity

Each vote by written ballot submitted to the Association must be timely received by the Association. Any vote by written ballot not timely received by the Association shall be considered invalid and shall not be counted.

Each vote by written ballot submitted to the Association shall include all the Required Ballot Content and all of the required Voting Information. Any vote by written ballot received by the Association shall be considered invalid and shall not be counted if it does not include all the Required Ballot Content and all of the required Voting Information or if any of the Voting Information is not provided in a reasonably legible form or in the identified locations or fields provided on the written ballot for such information.

If more than one otherwise valid vote by written ballot is received by the Association from the Owner(s) of a Unit, or their proxies and/or agents, then all such votes received for that Unit shall be considered invalid and shall not be counted.

Except as otherwise provided by the Governing Documents, a Member's written ballot may not be revoked once it is received by the Association.

3.11.5 No Secret Ballots

Written ballots, and votes thereby, are not secret ballots, and no secret ballot may be used for any meeting of the Members, for any Board meeting, or for any other Association purpose. All votes by written ballot, or true and complete copies thereof, shall be maintained with the Minutes to which they apply as part of the permanent records of the Association.

4. BOARD OF DIRECTORS

4.1 Number of Directors

The number of Directors is three (3); that is, the Board shall have positions for three (3) individuals.

4.2 Term of Directors

Directors shall serve for a term of two (2) years; provided, however, that the initial Board, or an entirely new Board due to all prior Board positions becoming vacant, shall identify one of the three Directors to serve for a one-year term with the other two Directors serving two-year terms.

Thereafter, all Directors elected shall serve for a two-year term. Notwithstanding the foregoing, Board members shall continue to serve until their respective successors are elected, or until their deaths, resignations, or removals.

4.3 Eligibility Requirements for Directors

Each member of the Board shall at all times be an Owner. Notwithstanding the foregoing, if multiple Owners hold a Present Ownership Interest in the same Unit, only one of those Owners can serve as a member of the Board at any one time. An Owner need not be a Resident to be a member of the Board.

Notwithstanding the foregoing, if, after written notice of a meeting of Members for the purpose of electing a Director(s), no Owner volunteers to fill the vacancy on the Board within a reasonable time, such as at an annual meeting of Members, then the remaining Director(s) or, if none, the Manager shall select a non-Member Director to fill the vacancy. The selected non-Member may be any individual including a representative of the Manager.

4.4 Powers and Duties of the Board

Except as limited by the Declaration or Articles of Incorporation, the Board shall have all the powers and duties provided for by law, including but not limited to administering the Association's affairs, performing the Association's responsibilities, and exercising the Association's rights as set forth in applicable law and the Governing Documents.

The authority of each Director is equal to that of each other Director, regardless of any office each Director may hold.

4.5 Delegation of Powers and Duties of the Board

To the extent allowed by law, the Board shall have power and authority to delegate from time to time its powers, authorities, duties, and discretions to one or more managers, officers, committees, volunteers, or other agents, subject to any limitations in the Declaration, Articles of Incorporation, or these Bylaws.

Except as limited in applicable law, the Declaration, the Articles of Incorporation, or these Bylaws, the Board acts in all instances on behalf of the Association.

4.6 Resignation of Directors

A Director may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, it shall take effect upon delivery.

Failure by a Director to attend at least two (2) consecutive Board meetings called over a period of at least two (2) consecutive months shall be effective as a resignation by the Director if confirmed by an affirmative vote of the Board, unless the Director notified the Board of his or her inability to attend in writing, electronic or otherwise, in advance of each unattended meeting. Failure by a Director to attend at least four (4) consecutive Board meetings called over a period of at least four (4) consecutive months shall be effective as a resignation by the Director if confirmed by an affirmative vote of the Board, regardless of the Director's notice to the Board. A Director's lack of Good Standing for a period of three (3) consecutive months shall be effective as the resignation of the Director. A Director's resignation under this paragraph shall also be effective as a resignation from any office(s) held by the Director.

At the time a resignation takes effect, voluntary or otherwise, a vacancy on the Board shall exist.

4.7 Removal of Directors

A Director may be removed from the Board at any time with or without cause. Removal of a Director from the Board shall require a vote by written ballot in which at least fifty-one percent (51%) of the Members vote to remove the Director. The vote to remove the Director shall take place only at a special meeting of Members with the written notice stating that the purpose of the meeting is to vote to remove the Director. A vote of the Board shall be insufficient to remove a Director from the Board.

5. NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination of Directors

Nominations for election to the Board may be made in advance of an annual meeting of Members by written solicitation for nominations. Such a solicitation shall be delivered to all eligible Members no less than ten (10) days and no more than thirty (30) days before written notice of an annual meeting of Members. Such solicitation shall indicate: (1) the number of Director to be elected; (2) the term and eligibility requirements for Directors; (3) the date by which written nominations must be received by the Association; and (4) a statement that each nominee must provide a signed writing accepting such nomination and certifying that he or she meets the eligibility requirements for Directors.

All nominations and signed acceptances must be received by the Association no later than three (3) days before the written notice of the annual meeting of Members is sent. Written ballots that include the names of the self-certified nominees as candidates shall be sent with the written notice of the annual meeting of Members.

Nominations for election to the Board may alternatively be made by any Owner from the floor at an annual meeting of Members.

5.2 Election of Directors

The election of Directors shall be by written ballot. The candidates receiving the greatest number of votes shall be elected. Cumulative voting is not authorized.

A Director may be re-elected to serve consecutive terms as a Director.

5.3 Vacancies on the Board

In the event of the death, resignation, or removal of a Director, his or her successor shall be selected by the remaining Director(s) and shall serve for the remainder of the term of his or her predecessor. Notwithstanding the foregoing, if the Director was properly removed by the Members, that Director shall not be eligible for selection to serve the remainder of his or her term.

If all positions on the Board are vacant, the Manager shall, in accordance with these Bylaws, call a special meeting of the Members to elect a new Board of Directors. If the Association does not have a Manager, or if the Manager fails to call a special meeting of the Members within two weeks of the entire Board becoming vacant, the first group of ten percent (10%) or more of the Members to provide proper notice of a special meeting of the Members on the door of each Unit shall, in

accordance with these Bylaws, elect a new Board of Directors at the noticed special meeting of the Members.

6. MEETINGS OF THE BOARD

6.1 Quarterly Board Meetings

Meetings of the Board shall be held quarterly, or more frequently as determined by the Board, and shall be held at a place and time designated by the Board.

The secretary shall take and maintain Minutes of actions taken at all Board meetings, regardless of meeting type.

A gathering of some or all of the members of the Board at which they do not conduct or vote on Association business shall not be considered a Board meeting.

6.2 Electronic Board Meetings

As arranged by the Board, any or all Directors may participate in a Board meeting by, or the meeting may be conducted through the use of, any means of communication by which all individuals participating in the meeting may communicate with each other during the meeting. A Director participating in such a meeting shall be considered to be present in person at the meeting.

6.3 Notice of Board Meetings to Directors

Notice of Board meetings shall be provided to Directors by email or other electronic means at least 48 hours before a Board meeting, or by any other lawful means. This notice requirement shall be deemed waived for a Board meeting held to address an emergency for which 48 hours' notice is not reasonable.

Directors shall provide an email address to the Board for purposes of notice of Board meetings.

6.4 Notice of Board Meetings to Owners

The Association shall provide notice of a Board meeting by email, or by any other lawful means, to Owners that have requested in writing to be notified of Board meetings and have provided a valid email address, unless notice of the Board meeting is included in a Board meeting schedule that was previously provided to Owners, or the Board meeting is to address an emergency and each Director receives notice of the emergency Board meeting less than 48 hours before the meeting.

Notice of Board meetings to Owners shall state the place, date, and time of each Board meeting. If any Director may participate in a Board meeting via electronic means, the notice to Owners shall provide the information necessary to allow attending Owners to also participate via such electronic means.

6.5 Action without a Board Meeting

As further described in the following subsections, the Board may take any action without a Board meeting that may be taken at a Board meeting by obtaining written approval, electronic or otherwise, of a proposed action by a majority of the Directors. Any action so approved shall have the same effect as though taken at a Board meeting, and may be described as such in any document.

The secretary shall take and maintain Minutes of actions taken without a meeting.

6.5.1 Written Notice

Written notice of an action to be taken without a Board meeting shall be sent by any Director to all members of the Board. Such notice shall state: (1) the action to be taken; (2) a reasonable time by which each Director must respond to the notice; (3) that failure to respond by the time stated in the notice will have the same effect as: (a) abstaining in writing by the time stated in the notice; and (b) failing to demand in writing by the time stated in the notice that the action not be taken without a Board meeting. Such notice may be sent to Directors electronically or otherwise. Notwithstanding, parts (2), (3)(a), and (3)(b) of the notice requirements in this paragraph shall be deemed waived if all Directors properly vote in response to the notice.

6.5.2 Voting

In response to a written notice of an action to be taken without a Board meeting, each Director may, not later than the time stated in the notice, return his or her signed writing to the secretary either: (1) for the action; (2) against the action; (3) abstaining from voting; or (4) demanding that the action not be taken without a Board meeting. Such a signed writing may be returned electronically or otherwise.

A Director's failure to respond to the written notice by the time stated therein shall have the same effect as the Director properly and timely demanding in writing that the action not be taken without a Board meeting.

In the event of a Director's timely demand that action not be taken without a Board meeting, the action cannot be taken without a Board meeting. Otherwise, the action is approved only if a majority of the Directors vote in approval of the action within the time stated in the notice.

Signatures on writings may be scanned or may be digital, or electronic signatures in any form consistent with Utah law. An email or other electronic transmission from a Director that clearly communicates his or her vote, abstention, or demand regarding an action shall be considered a signed writing.

6.5.3 Effect

Any action taken without a Board meeting has the same effect as the action taken at a Board meeting, and may be described as such in any document.

6.6 Quorum at Board Meetings

A majority of the number of Directors shall constitute a quorum sufficient for the Board to conduct Association business. The majority of the Directors is determined based on the number of positions on the Board regardless of whether or not such positions are all filled or vacant.

6.7 Proxy Appointments by Directors

Directors shall attend Board meetings themselves as opposed to by proxy; no proxy appointment by a Director for purposes of a Board meeting or action without a Board meeting shall be effective.

6.8 Conduct at Board Meetings

Attendance at Board meetings is limited to Directors, any Officer or Manager invited by the Board, and those Owners that have requested in writing to be notified of Board meetings, or their attorneys-in-fact. Non-Owners, Residents or otherwise, shall not attend Board meetings.

Owners who attend Board meetings may be present for all discussions, deliberations, and decisions of the Board. Notwithstanding the foregoing, the Board may close a Board meeting to Owners in order to: (1) consult with an attorney for the purpose of obtaining legal advice; (2) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (3) discuss a personnel matter; (4) discuss a matter relating to contract negotiations, including review of a bid or proposal; (5) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (6) discuss a delinquent assessment or fine.

Owners shall comply with all reasonable policies and procedures established by the Board for their attendance at Board meetings, and shall remain silent except when comments are solicited by the Board. The Board may limit Owner comments to a specific period of time during the meeting.

The Board may adopt further policies and procedures with regard to conduct at Board meetings.

6.9 Action by the Board

Any act of the Board shall be valid when a quorum is present at the time of the act unless otherwise required by law, the Declaration, Articles of Incorporation, or these Bylaws. Each Director present shall have one vote.

7. OFFICERS

7.1 Elected and Appointed Officers

The elected officers of the Association shall be: (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer.

The Board may appoint additional officers from time to time, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine and memorialize in the Minutes of the Board meeting at which such officers are appointed.

7.2 Term of Officers

Elected officers shall serve for a term of one (1) year and shall continue to serve until their respective successors are elected, or until their death, resignation, or removal. Elected officers shall assume their duties at the close of the Board meeting at which they are elected.

Appointed officers shall serve until their death, resignation, or removal, with or without cause, by the Board.

7.3 Eligibility Requirements for Officers

Elected officers shall serve for a term of one (1) year and shall continue to serve until their respective successors are elected, or until their deaths, resignations, or removals. Elected officers shall assume their duties at the close of the Board meeting at which they are elected.

Appointed officers shall serve until their deaths, resignations, or removals, with or without cause, by the Board.

No Person, Director or otherwise, shall be eligible to hold more than two (2) offices at the same time.

7.4 Election of Officers

At the first Board meeting following the election or selection of a new Director(s), the Board shall elect: (1) a president, (2) a vice-president, (3) a secretary, and (4) a treasurer.

An elected Officer may be elected to serve consecutive terms as an elected Officer.

7.5 State Registration Requirement

Within ninety (90) days of the election of a new president of the Association and pursuant to the requirements of Section 57-8-13.1 of the Act, the Association shall update its registration with the Utah Department of Commerce to reflect the name, address, telephone number, and email address of the new president, and/or other information as may be required.

7.6 Duties of Officers

Elected Officers shall, subject to the control and oversight of the Board, perform the duties provided in this section and such other duties as may be prescribed by the Board.

7.6.1 President

The president, or other individual(s) as may be appointed by the Board from time to time, shall: (1) preside at all meetings of Members and of the Board; (2) conduct or appoint another to conduct such meetings; (3) manage the administration of the Association's affairs; (4) manage the performance of the Association's responsibilities; (5) manage the exercising of the Association's rights; (6) manage the enforcement of the provisions of the Governing Documents; and (7) perform such other duties as may be prescribed by the Board or the Governing Documents.

7.6.2 Vice-President

The vice-president, or other individual(s) as may be appointed by the Board from time to time, shall: (1) during the absence or disability of the president, perform the duties of the president; and (2) perform such other duties as may be prescribed by the Board or the Governing Documents.

7.6.3 Secretary

The secretary, or other individual(s) as may be appointed by the Board from time to time, shall: (1) attend all meetings of the Association; (2) record minutes of such meetings and all votes in records to be kept for that purpose; (3) give notice of meetings of Members and of the Board; (4) maintain a list of Members entitled to vote at each meeting of Members, the list indicating the Owners' names and corresponding Unit addresses; (5) create and maintain a record of Owners who attend a meeting of Members, including a signature of each attending Owner; (6) maintain Association documents and records as required by law; and (7) perform such other duties as may be prescribed by the Board or the Governing Documents.

7.6.4 Treasurer

The treasurer, or other individual(s) as may be appointed by the Board from time to time, shall: (1) have custody of the Association funds and the like; (2) maintain complete and accurate financial records and accounts of receipts and disbursements in the Association's books; (3) deposit all money and other valuables in the name and to the credit of the Association in such depositories as may be designated by the Board; (4) disburse the funds of the Association as may be ordered or authorized by the Board, and preserve proper vouchers for such disbursements; (5) prepare the Association's annual financial report; (6) render to the Board at the regular Board meetings, or whenever required,

an account of the financial condition of the Association; (6) render a full financial report at the annual meeting of Members; (7) upon request, be furnished by all Officers and Association agents with such reports and statements as may be required regarding all financial transactions of the Association; and (8) perform such other duties as may be prescribed by the Board or the Governing Documents.

7.7 Delegation of Duties of Officers

Unless otherwise limited by law or the Governing Documents, an elected Officer may delegate any or all of his or her duties to any other Officer, elected or appointed, and may engage one or more volunteer assistants from time to time.

An appointed Officer may not delegate his or her duties without the written approval of the Board but may engage one or more volunteer assistants from time to time. The Board may withdraw its written approval for an Officer to delegate his or her duties at any time with or without cause.

Any or all of the duties of any Officer may be performed by a Manager, or be delegated to the Manager, at the discretion of the Board as determined by written agreement with the Manager or otherwise.

7.8 Resignation of Officers

An Officer may resign at any time by delivering a written resignation to the Board. Unless otherwise specified in the written resignation, such a resignation shall take effect upon delivery.

7.9 Removal of Officers

An elected or appointed Officer may be removed from his or her office at any time with or without cause. Removal of an Officer from his or her office shall require a majority vote of the Board. Notwithstanding, an Officer removed from office who is also a Director shall remain a Director unless also properly removed as a Director.

8. NOMINATION AND ELECTION OF OFFICERS

8.1 Nomination of Officers

Nominations for election to a particular office may be made by any Director from the floor of a Board meeting, or by an eligible candidate providing to the Board a signed writing seeking the particular office.

8.2 Election of Officers

The election of elected Officers shall be by majority vote of the Board and shall take place at the first Board meeting following an annual meeting of Members or as soon as practicable thereafter. The candidates receiving the greatest number of votes shall be elected. Cumulative voting is not authorized.

An elected Officer may be re-elected to serve consecutive terms in the same office.

8.3 Vacancies of Offices

In the event of the death, resignation, or removal of an elected Officer, his or her successor shall be selected by the Board and shall serve for the remaining unexpired term of his or her predecessor.

9. COMMITTEES

The Board may appoint such committees as it deems appropriate in carrying out the purposes of the Association. Except as otherwise provided by the Declaration or Articles of Incorporation, a committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board. The Board may terminate any committee or committee member, or revoke any assigned powers, duties, or responsibilities, at any time with or without cause. All such actions shall be memorialized in the Minutes of the Board meeting(s) at which the actions were taken.

With regard to committees and their composition, powers, duties, responsibilities, proceedings, conduct, or any other matter, the Board may adopt further policies and procedures that are not inconsistent with the Declaration, these Bylaws, or applicable law.

Except as provided by applicable law, the Declaration, the Articles of Incorporation, and these Bylaws, all committees shall be strictly advisory in nature; the Board is the only body authorized to act for and on behalf of the Association and its Members.

10. RULEMAKING PROCEDURES

10.1 Authority for Rulemaking

Not inconsistent with Section 57-8-8.1 of the Act, other applicable law, the Declaration, the Articles of Incorporation, these Bylaws, and duly adopted Resolutions, the Board shall have the authority to adopt, amend, modify, cancel, limit, create exceptions to, expand, or enforce Rules.

10.2 Procedures for Rulemaking

Before adopting, amending, modifying, canceling, limiting, creating exceptions to, or expanding a Rule, the Board shall: (1) at least fifteen (15) days before the Board meets to consider any of the foregoing actions, deliver notice to all Members of the Board meeting at which the action will be considered; and (2) provide an open forum at the Board meeting giving Owners an opportunity to be heard at the Board meeting before the Board takes the action.

The Board shall deliver a notice of any changes to the Rules, along with a publication, electronic or otherwise, or a link thereto, of the current version of all the Rules, to all Members within fifteen (15) days of the Board meeting at which the changes were made. Each such publication shall include: (1) the name of the Association; (2) an indication that the publication contains the most current Rules of the Association; and (3) the date of the Board meeting at which the most recent Rules changes were made.

A Rule may not be inconsistent with any provision of the Act or other applicable law, the Declaration, the Articles of Incorporation, these Bylaws, or any duly adopted Resolution. Any individual Rule that includes any such inconsistency shall be considered entirely void, without severability, and unenforceable.

10.3 Notice for Rulemaking

Notices relating to Rule changes shall be provided in writing to Members via first-class or registered mail, by electronic means including email or posting on the Association's website, or as otherwise prescribed by law.

10.4 Effective Date of Rules

A Rule, or any change thereto, shall be effective ten (10) days after the date that a publication containing all of the most current Rules of the Association is provided to the Members by first-class or registered mail, electronic means including email or posting on the Association's website, or as otherwise provided by law.

10.5 Applicability of Rules

Owners, Residents, and, to the extent allowed by law, all Persons who enter upon or in any way make use of the Common Area, shall be subject to enforcement of the Governing Documents.

The Owners and Residents of a Unit shall be jointly and severally liable for violations of the Governing Documents by non-owner Residents of the Unit, including by tenants of their Units. Tenants shall not be responsible for the violations of Owners with respect their rental Units provided such tenants do not contribute to such violations.

10.6 Limitations on Rulemaking

In addition to other limitations prescribed by the Act and other applicable law, the Declaration, the Articles of Incorporation, and these Bylaws, the rulemaking power of the Association, whether exercised through its Board or Members or otherwise, shall be limited as prescribed in the following subparts. Any act or other exercise of power by the Association in violation of the following limitations shall be entirely void, without severability, and unenforceable. Notwithstanding, nothing in these limitations shall limit the Association or any other Person from seeking compensation or relief for damages resulting from unlawful actions or the Association's violation of these limitations.

10.6.1 Equal Treatment

A Rule shall treat similarly situated Owners and Residents similarly.

10.6.2 United States Flag

The Association shall not prohibit, by Rule or otherwise, a Resident from displaying the United States flag inside a Unit to the extent the display complies with United States Code, Title 4, Chapter 1, The Flag, and with Utah Code Title 57, Chapter 24, Display of Flag. Notwithstanding this prohibition and in relation to displaying the United States flag, no Owner, Resident, or any other Person, other than the Association, has a right to utilize or modify Common Area in a manner that is not authorized by, or is inconsistent with, the Governing Documents.

10.6.3 Inconsistent Actions

Except as allowed by applicable law, the Association, whether through its Board or otherwise, shall not act or fail to act in a manner that is inconsistent with the provisions of applicable law and the Governing Documents.

10.6.4 Conflicting Rules

The Association shall not establish any Rule, Resolution, or the like that conflicts with the Act, the Nonprofit Act, other applicable law, the Declaration, the Articles of Incorporation, or these Bylaws. Any Rule, Resolution, or the like that conflicts in any manner with any of the foregoing shall be entirely void, without severability, and unenforceable.

10.6.5 Owner Easements

Except as allowed by law, the Declaration, or these Bylaws, or for purposes of reasonable maintenance or repairs or the like, the Association shall not limit or restrict an Owner's right and easement of use and enjoyment in the Common Area or the Limited Common Area that appertains to that Owner's Unit. Notwithstanding the foregoing, and except for purposes of reasonable maintenance or repairs or the like, the Association shall not restrict or limit access to Units via Common Area or Limited Common Area streets, parking areas, driveways, sidewalks, walkways, and the like.

Notwithstanding anything to the contrary, the Association shall have the right and power to temporarily close to its membership: (1) any portion of the Common Area and the Limited Common Area for purposes of maintenance or repairs or the like; and (2) any of the Amenities, or any portion thereof, for purposes including but not limited to cleaning, reservations, inclement weather, hazardous conditions, and compliance with governmental regulations and the like.

10.6.6 Personal Property

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict personal property that may be kept at, or transported to and from, a Unit; nor shall the Association discriminate in any manner whatsoever against any Person in relation to their personal property or that of any other Person(s).

10.6.7 Religion

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's exercise of religion; nor shall the Association discriminate in any manner whatsoever against any Person in relation to their exercise of religion or that of any other Person(s); nor shall religion or the exercise thereof be a subject or condition of any Rule, Resolution, or the like.

10.6.8 Speech

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Person's right of free speech; nor shall the Association discriminate in any manner whatsoever against any Person in relation to their free speech or that of any other Person(s); nor shall free speech or the right thereto be a subject or condition of any Rule, Resolution, or the like.

10.6.9 Assembly

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to peaceably assemble in a Unit, virtually, or outside of the Association, including with such Owner's or Resident's guests, invitees, or others Persons; nor shall the Association discriminate in any manner whatsoever against any Person in relation to

peaceably assembling in a Unit, virtually, or outside of the Association; nor shall the right to peaceably assemble in a Unit, virtually, or outside of the Association be a subject or condition of any Rule, Resolution, or the like.

10.6.10 Association

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Owner's or Resident's right to associate or the Owner's or Resident's right to privacy in relation thereto; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the right to associate or the right to privacy in relation thereto or that of any other Person(s); nor shall the right to associate or the right to privacy in relation thereto be a subject or condition of any Rule, Resolution, or the like.

10.6.11 Arms

The Association shall not interfere with, limit, or restrict any individual's right to keep, bear, and lawfully carry and use arms, including but not limited to firearms, ammunition, and all appurtenances related thereto; nor shall the Association discriminate in any manner whatsoever against any individual in relation to the right to keep, bear, and lawfully carry and use arms or that of any other individual(s); nor shall the right to keep, bear, and lawfully carry and use arms be a subject or condition of any Rule, Resolution, or the like.

10.6.12 Units

Except as allowed by law, the Declaration, or these Bylaws, the Association and its Board Directors, Officers, committee members, volunteers, agents, employees, and contractors shall have no right to enter into or onto, or to make use of, a Unit without the express permission of its Owner; nor shall such entry or use of a Unit be a subject or condition of any Rule, Resolution, or the like.

10.6.13 Working from Home

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict any Resident's right to work from a Unit that is their place of residence; nor shall the Association discriminate in any manner whatsoever against any individual in relation to working from their Unit that is their place of residence; nor shall working or not working from a Resident's Unit be a subject or condition of any Rule, Resolution, or the like.

As used herein, the phrase "working from a Resident's Unit" and the like refers to working at their residence within the Association for or on behalf of an employer rather than working at such employer's office, facility, or other location. Such an employer may be one's own business. Notwithstanding the foregoing, such working may not involve having more than the occasional non-Resident customer, client, co-worker, shipping or receiving personnel, or the like enter the physical boundaries of the Association. The Association may establish Rules or the like that reasonably regulate such more than occasional entry within the physical boundaries of the Association.

10.6.14 Fines

The Association shall not impose excessive fines nor shall fines be imposed for violations unless supported by reasonable oath or affirmation of one or more witnesses to such violations. Notwithstanding the foregoing, the Association may impose fines and limit the use of Common

Area as prescribed by law, the Declaration, the Articles of Incorporation, or these Bylaws. The fine amounts authorized by these Bylaws shall not be considered excessive.

10.6.15 Household Composition

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not interfere with, limit, or restrict the right of Owners or Residents to determine the composition of their households; nor shall the Association discriminate in any manner whatsoever against any individual in relation to household composition or that of any other individual(s); nor shall household composition be a subject or condition of any Rule, Resolution, or the like.

10.6.16 Privacy

Except as allowed by law, the Declaration, or these Bylaws, the Association shall not violate the right of Persons to privacy and to be secure in their persons, vehicles, houses, and papers and effects, whether such papers and effects are electronic or digital or otherwise, against unreasonable searches and seizures.

The Association shall not have the power or authority to require any individual to obtain or to not obtain any type of medical treatment, procedure, condition, or the like, including but not limited to any vaccination, or to provide any information regarding the foregoing, or to provide, disclose, or utilize any evidence or verification thereof for any purpose whatsoever, regardless of its source; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) obtaining, providing, disclosing, or utilizing the same or not obtaining, providing, disclosing, or utilizing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

The Association shall not have the power or authority to require any individual to utilize or to not utilize any medical device or health-related protective device for any purpose whatsoever, including but not limited to face coverings, or to provide, disclose, or utilize any evidence or verification thereof for any purpose whatsoever, regardless of its source; nor shall the Association discriminate in any manner whatsoever against any Person in relation to an individual(s) utilizing, providing, or disclosing the same or not utilizing, providing, or disclosing the same; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

Except as otherwise allowed by law, the Declaration, or these Bylaws, the Association shall not have the power or authority to require any individual to provide or disclose any health-related information whatsoever; nor shall the Association discriminate in any manner whatsoever against any Person in relation to the health-related information, or a lack thereof, of any individual(s); nor shall the Association collect or maintain any such health information without the written authorization of the individual, or if a minor the individual's parent or guardian, to whom such information pertains, subject to that individual's ability to withdraw such authorization in writing at any time; nor shall any of the foregoing or anything in relation thereto be a subject or condition of any Rule, Resolution, or the like.

11. ENFORCEMENT PROCEDURES

11.1 Authority for Enforcement

In accordance with applicable law, the Association shall have the right and power to enforce the Governing Documents and may assess fines against Units, Owners, Residents, and others for violations of the Governing Documents. The Board may not be arbitrary, capricious, or act against public policy in taking or not taking enforcement action. The Board shall ensure reasonably consistent administration and enforcement of the Governing Documents.

Failure to enforce a provision of the Governing Documents shall not constitute a waiver or modification of that provision.

11.2 Reporting a Violation

Any Owner or Resident may report an alleged violation of the Governing Documents to the Board or Manager. For such a report to be actionable, it must include: (1) the name, address, email address, and phone number of the Owner or Resident making the report; (2) the name and address of the Owner or Resident, or the address of the Unit, allegedly in violation; (3) a description of the violation including the approximate date and time it occurred or was witnessed by the individual making the report; (4) identification of the provision(s) of the Governing Documents that was allegedly violated; and (5) a certification by the individual making the report substantially stating the following, **"I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness of the violation if my report results in an informal hearing before the Board."** A violation report should include pictures of the violation when possible.

Exhibit D is an example violation report form that meets the requirements of these Bylaws.

An alleged violation is not an actual violation until confirmed by the Board or Manager and a Notice of Violation or a Notice of Fine, as applicable, has been issued.

11.3 Effect of Violations

An Owner, Resident, or Unit shall be deemed not in Good Standing during the period of time beginning on the effective date of any notice of violation or notice of fine issued against such Owner, Resident, or Unit and extending until the date that the violation has been resolved and any related fines and other charges have been fully paid. Owners that are not in Good Standing, and Owners of Units that are not in Good Standing, shall not be eligible to vote in Association elections. An issued notice of violation and an issued notice of fine shall each be considered notice of such ineligibility.

11.4 Notice of Violation

In the event of a violation of the Governing Documents, the Association should issue a notice of violation against the offending party or the offending Unit, as the case may be.

A notice of violation shall only be issued for a violation of a Rule, covenant, condition, or restriction that is found in the Governing Documents.

11.4.1 Content

A notice of violation shall be in writing and shall include: (1) identification of the Unit and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision(s) of the Governing Documents that was violated; (5) a statement that a fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of violation, or as otherwise provided by law); or (b) a similar violation occurs within one year from the date of the written notice of violation; and (6) a statement explaining how the violation can be resolved.

Exhibit E is an example notice of violation that meets the requirements of these Bylaws.

11.4.2 Delivery

A notice of violation should be delivered via registered or certified mail, return receipt requested, but may be sent in any manner authorized by law.

If the offending party is a tenant of a Unit that is being rented, the notice of violation should be delivered to both the tenants and Owner of the rental Unit.

Copies of all issued notices of violation shall be maintained in the records of the Association.

11.4.3 Effective Date

A notice of violation is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date a delivery receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of violation shall begin on the effective date of the notice.

11.5 Notice of Fine

Before a notice of fine for a violation can be issued, a notice of violation for a similar violation must have first been issued pursuant to Section 57-8-37 of the Act.

In the event of a violation of the Governing Documents, and after the issuance of a preceding notice of violation or a notice of fine for a similar violation, the Association should issue a notice of fine against the offending party and/or the offending Unit, as the case may be, provided that: (1) the violation remained unresolved after the period of time for resolution stated in the preceding notice of violation or notice of fine; or (2) the violation occurred within a year of the effective date of the preceding notice of violation or a notice of fine.

A notice of fine shall only be issued for a violation of a Rule, covenant, condition, or restriction that is found in the Governing Documents.

11.5.1 Content

A notice of fine shall be in writing and shall include: (1) identification of the Unit and, as applicable and available, the party in violation; (2) a brief description of the violation; (3) the date on or about which the violation occurred or was discovered; (4) identification of the provision of the Governing Documents that was violated; (5) the date on which the preceding notice(s) of violation or notice or fine was sent; (6) the amount of the fine being assessed and where it is specified in the Governing Documents; (7) a statement that the amount of the fine shall be assessed as of the date of the notice of fine; (8) a statement that: (a) the fine is due and payable immediately or as otherwise provided by

the Governing Documents, whichever is later, (b) that late fees may apply if the fine is not timely paid, (c) that interest may apply if the fine is not timely paid, (d) that Units and/or Owners with past-due amounts may be deemed not in Good Standing and thus become ineligible to vote in Association elections or make use of Amenities, and (e) that the fine may constitute a lien that may be enforced by sale of the Unit; (9) a statement that an additional fine may be assessed if: (a) the violation remains unresolved beyond a stated period of time (which period of time shall be not less than one (1) day and not more than ten (10) days from the date of the notice of fine, or as otherwise provided by law); or (b) a similar violation occurs within one year from the date of the written notice of violation; and (10) a statement explaining how the violation can be resolved.

Exhibit F is an example notice of fine that meets the requirements of these Bylaws.

11.5.2 Delivery

A notice of fine should be delivered via registered or certified mail, return receipt requested, but may be sent in any manner authorized by law.

If the offending party is a tenant of a Unit that is being rented, the notice of fine should be delivered to both the tenants and to the Owner of the rental Unit.

Copies of all issued notices of fines shall be maintained in the records of the Association.

11.5.3 Effective Date

A notice of fine is effective at the earliest of the following: (1) the date received; (2) five (5) days after the date of mailing; or (3) the date the receipt is signed by or on behalf of the addressee when the notice is sent via registered or certified mail, return receipt requested. Any period of time for resolution stated in a notice of fine shall begin on the effective date of the notice.

11.6 Schedule of Fines

11.6.1 First Violation

A written notice of violation shall be issued for a first violation.

11.6.2 Second Violation

A fine in the amount of \$50 (fifty US dollars) shall be assessed for a second violation that is similar to and occurs within a year of the first violation.

11.6.3 Third Violation

A fine in the amount of \$100 (one hundred US dollars) shall be assessed for a third violation that is similar to and occurs within a year of the second violation.

11.6.4 Fourth Violation

A fine in the amount of \$150 (one hundred and fifty US dollars) shall be assessed for a fourth or subsequent violation that is similar to and occurs within a year of the third violation.

11.7 Amount of Fines

The Board may, by Resolution, increase the amount of the fine stated above for a second violation. In so doing, the fines for the third and fourth violations shall each be increased by the same percentage as the second violation's increase.

11.8 Assessment of Fines

The amount of a fine shall be assessed against a Unit's and its Member's account and, as applicable, against the account of a tenant Resident(s) of the Unit as of the effective date a notice of fine.

If a particular violation continues unresolved through a fourth violation (i.e., a violation occurs that results in an initial Notice of Violation and that violation continues unresolved for three subsequent Notices of Fine) the Association may submit the violation to an attorney for resolution. The Owner(s) of the Unit and, as applicable, the Resident(s) of the Unit shall be jointly and severally liable for all costs related to submission to an attorney for resolution, including collection costs.

12. RECORDS

12.1 Record Keeping

Consistent with Section 57-8-17 of the Act and Section 16-6a-1601(5) of the Nonprofit Act, and in addition to all other requirements under applicable law, the Association shall keep a copy of the following records (the "Records") at its principle office: (1) the Declaration; (2) the Articles of Incorporation; (3) these Bylaws; (4) any adopted Resolutions; (5) the Minutes of all meetings of Members held over the most recent three (3) year period; (6) the Minutes of all Board meetings held over the most recent three (3) year period; (7) records of all actions taken without a meeting over the most recent three (3) year period; (8) all written communications to Members for the most recent three (3) year period; (9) a list of the names, addresses, and email addresses of the current Directors and Officers; (10) the Association's most recent annual and other published financial statements, if any, for periods ending during the last three (3) years; (11) the most recent budget of the Association; (12) the most recent Reserve Study of the Association; and (13) certificates of insurance for each insurance policy held by the Association, or the policies themselves.

12.2 Record Availability

The Association shall make the Records available to Owners, free of charge, through the Association's website. If the Association does not have an active website, physical copies of the Records shall be made available to the Owners by appointment during regular business hours at its principal office or that of its Manager.

An Owner may request in writing to inspect or copy a Record. Such a written request shall include: (1) the Association's name; (2) the Owner's name; (3) if the Owner is a legal entity, copies of entity records showing that the requesting party is an authorized representative of the Owner; (4) the address of the Owner's Unit; (5) the Owner's or authorized representative's email address; and (6) a description of the specific Record(s) being requested.

If an Owner requests the Association to provide it with a copy or scan of a Record, the Owner shall pay to the Association an amount that includes ten (10) cents per page and \$15 per hour for the Association's agent's time, or the actual amount if the copy or scan is provided by a third-party provider; all such amounts shall be considered an assessment against the Owner.

13. AMENDMENTS

13.1 Amendment of Bylaws

These Bylaws may be amended by the approval of at least sixty-seven percent (67%) of the Members in Good Standing. Such approval to amend these Bylaws shall be obtained by action by written ballot.

A Director may execute, certify, and record any duly approved amendment of these Bylaws. Any such amendment shall be prepared at the request of the Board by an attorney licensed to practice law in the State of Utah and who specializes in Utah homeowners association law.

13.2 Amendment Effective Date

Amendments to these Bylaws shall not be effective until duly recorded in the Recorder's Office of Cache County, Utah.

14. GENERAL

14.1 Principle Place of Business

The principal place of business of the Association shall be at the address indicated in the Utah Department of Commerce Homeowner Associations Registry as such may change from time to time.

14.2 Applicability

Pursuant to Section 57-8-34 of the Act, these Bylaws and the other Governing Documents shall apply to and be binding upon all Owners and Residents, and any other Person who may in any manner use the property of the Project, or any part thereof, including the Common Area.

14.3 Conflicts

In the event of any conflict in applicable law and the Governing Documents: (a) the provisions of applicable law; (b) the Declaration and the Plat; (c) the Articles of Incorporation; (d) these Bylaws; (e) the Resolutions; and (f) the Rules shall prevail in that order.

14.4 Smoking

Consistent with Article 7.12 of the Declaration and pursuant to Section 57-8-16(7)(b) of the Act, Smoking is prohibited within the Project and in, on, and about the Common Area, Limited Common Area, and all Units. The term "smoking" as used herein includes but is not limited to the burning, smoking, or otherwise using any tobacco, marijuana, vaping, or other similar product or device of any type whatsoever.

14.5 Contact Information

Upon becoming an Owner or a Resident, and upon reasonable request of the Association, each Owner and Resident shall provide the Association with at least the following contact information: (a) their full legal name and, if a legal entity, the State in which it was formed; (b) the address of their primary residence or, if a legal entity, the address of its primary office; (c) the address of the Unit by which they are an Owner or Resident; (d) their email address; (e) and their telephone number. Regardless of any waiver of notice provided to the Association, it shall be the continuous duty of

each Owner and Resident to keep their contact information current with the Association. Owners and Residents that fail to keep their contact information current with the Association, whether or not they reside within the physical boundaries of the Project, shall be deemed not in Good Standing and in violation of these Bylaws.

14.6 Compensation

No Director, elected Officer, committee member, or other volunteer shall receive compensation for their services. However, Directors, Officers, and other volunteers may be reimbursed for actual expenses incurred in the performance of their duties if such expenses were approved in writing in advance by the Board; otherwise, such expenses may be reimbursed at the discretion of the Board.

A compensated Manager, contractor, employee, or other Person compensated by the Association may, unrelated to their compensated services, serve as a Director or an appointed Officer in accordance with these Bylaws but shall not receive additional compensation therefor.

14.7 Collection

Except as otherwise provided in the Declaration, the Association may engage one or more agents to perform collection and other related tasks, and may disclose to its agents any personal information of Owners, Residents, and other parties reasonably necessary to perform such collection and other related tasks, even if such information is otherwise protected or considered private.

Amounts owed by any party under these Bylaws or any other of the Governing Documents, including any assessments, fees, and interest accrued, that are delinquent for more than sixty (60) days may be submitted for collection. The owing party(s) shall pay all delinquent amounts owed together with any and all related costs, fees, and interest allowed by law and provided for in the Governing Documents. Should collection be performed by a third-party agent, the owing party(s) hereby covenants and agrees to pay all related collection costs and fees, including a fee in the amount of the maximum percentage allowed by law of the total delinquent amounts as well as all legal and other fees and costs related to their collection, with or without suit, including administrative fees, attorney fees, court costs, filing fees, and all other costs and fees related to the delinquent amounts and their collection. This provision shall remain in force against all parties owing any amount to the Association both during and after membership or residency therein.

14.8 No Estoppel or Reliance

With respect to these Bylaws, no one may rely upon any statement or authorization from the Board or anyone else that is contrary to these Bylaws, regardless of the circumstances. No claim of estoppel, waiver, or similar equitable claim or defense may be raised by anyone related to any alleged reliance.

14.9 Fiscal Year

The fiscal year of the Association shall be the calendar year and shall begin on the 1st day of January and end on the 31st day of December of each year.

14.10 Waiver

Failure of the Association at any time to enforce any aspect of these Bylaws or the other Governing Documents, intentionally or otherwise, shall not be construed as a waiver of the Association's right to enforce such aspects, or as a waiver, abandonment, or modification of such aspects.

14.11 Time Limit for Claims

Any claim, action, litigation, or the like arising out of these Bylaws or the other Governing Documents brought by any party subject thereto against the Association or its Board, Director, Officer, agent, volunteer, Manager, contractor, or employee must be commenced within twelve (12) months of the cause of such claim, action, litigation, or the like. Any such claim, action, litigation, or the like not brought against such a party within twelve (12) months shall be considered forever waived as to that party.

14.12 Governing Law

These Bylaws and the other Governing Documents shall be governed by and construed in accordance with the laws of the State of Utah without regard to principles of conflicts of laws.

14.13 Jurisdiction

Any action, suit, or other proceeding arising out of these Bylaws or other Governing Document shall be brought in a court of the State of Utah or a federal court located therein. To the not prohibited by law, all Owners and Residents, and all other Persons who at any time have entered upon or in any way made use of the Common Area, irrevocably consent and submit to the exclusive jurisdiction of such courts for the purpose of any such action, suit, or proceeding.

14.14 Severability

Should any term, condition, provision, or portion of these Bylaws or the other Governing Documents, or any other aspect of such be held invalid or unenforceable for any reason (an "Invalid Term"), such Invalid Term shall be removed or restructured and then interpreted as determined by a court of competent jurisdiction so as to accomplish the intent of the Invalid Term in view of the Governing Documents, and the balance of such shall remain in full force and effect.

14.15 Gender and Number

All references herein to any party shall be read with such changes in gender and number as the context or reference requires.

14.16 Headings

Unless explicitly stated otherwise, headings in the Governing Documents are for convenience of reference only and shall not limit or otherwise affect the meaning thereof.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Directors, representing at least a majority of the three (3) Directors, hereby certify that these Bylaws have been adopted and approved by Owners representing at least sixty-seven percent (67%) of the Units (see **Exhibit E** of the Declaration), have executed these Bylaws as of the date first written below, and have approved recordation of these Bylaws.

Aspen Condominium

By: Loretta Black
Loretta Black, Director

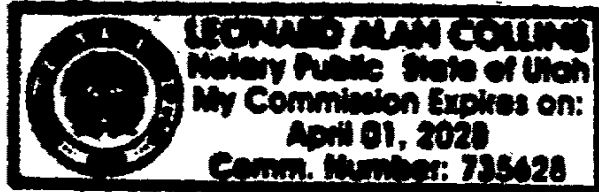
By: Karen Low
Karen Low, Director

By: Wayne Merritt
Wayne Merritt, Director

State of Utah)
) ss.
County of)

On the 21 day of August, in the year 2024 each of the above-name individuals, proven by satisfactory evidence, personally appeared before me and each, while under oath or affirmation, stated that he or she is a duly-authorized Director of the Association, did voluntarily sign this instrument on behalf of the Association, and acknowledged that the Association thereby executed the same.

(Seal)



[Signature]
NOTARY PUBLIC SIGNATURE

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A – Proxy Appointment Form

PROXY APPOINTMENT FORM

Unit Address: _____

BE IT KNOWN, that I, _____, the undersigned, hereby appoint _____ as my true and lawful attorney-in-fact and agent for me, and in my name, place and stead, to vote as my proxy at the association meeting to be held on _____ or any adjournment thereof (the "Meeting"), for the transaction of any business which may legally come before the meeting, and for me and in my name, to act as fully as I could do if personally present, and I herewith revoke any other proxy heretofore given.

WITNESS my hand and seal this ____ day of _____ in the year _____,

Signed: _____

Name: _____

BY SIGNING THIS PROXY APPOINTMENT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS PROXY APPOINTMENT.

EXHIBIT B – Example Written Ballot for a Proposed Action

Title of Proposed Action

(Include a *description* of the proposed action here)

Yes No

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? Yes No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: an Owner, an Owner's Proxy or agent, or an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. 'Yes' votes on a majority of valid ballots are required to approve the proposed action.

WARNING: ONLY ONE VOTE IS ALLOWED PER UNIT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all of the written ballots received for that Unit shall be considered invalid and shall not be counted.

EXHIBIT C – Example Written Ballot for an Election of Candidate(s)

Election Ballot

Election of Directors

Vote for no more than two (2) of the following candidates:

- Candidate 1
- Candidate 2
- Candidate 3

Unit Address: _____

Owner Name: _____

Is the Owner a Legal Entity? Yes No; **NOTE:** Owner's full legal name required.

Owner Address: _____

Voter Name: _____ Title: _____

Required only if different than Owner Name; **NOTE:** Voter's full legal name required.

Voter Address: _____

Required only if different than Owner Address.

Email: _____ Phone: _____

Signature: _____

I am signing as: an Owner, an Owner's Proxy or agent, or an Authorized Representative of an Owner that is a legal entity.

BY SIGNING THIS BALLOT I CERTIFY UNDER PENALTY OF PERJURY THAT THE PROVIDED INFORMATION IS COMPLETE, TRUE, AND CORRECT AND THAT, IF THE OWNER IS A LEGAL ENTITY, I AM A DULY AUTHORIZED REPRESENTATIVE OF THE OWNER FOR PURPOSES OF THIS ACTION BY WRITTEN BALLOT.

IMPORTANT: All information requested above is required unless indicated otherwise. Your fully completed ballot must be received by the Association no later than <date> or it will be invalid and not counted. The number of valid written ballots required to meet quorum requirements for each proposed action is the number of ballots timely received by the Association. The two (2) candidates receiving the most votes will be elected. **If more than two (2) candidates are selected on this ballot then it shall be considered invalid and shall not be counted.**

WARNING: ONLY ONE VOTE IS ALLOWED PER UNIT. If more than one written ballot is received by the Association from the Owner(s) or its agent for the same Unit, then all of the written ballots received for that Unit shall be considered invalid and shall not be counted.

EXHIBIT D – Example Violation Report Form

VIOLATION REPORT FORM

<name of HOA>

My Name: _____, Phone: _____

My Address: _____, Email: _____

Name and Address of violator or Unit in violation:

Description, date, and time of violation:

Provision(s) of Governing Documents that was violated:

Please provide pictures of the violation if available.

My Certifying Signature: _____

I CERTIFY UNDER PENALTY OF PERJURY THAT I PERSONALLY WITNESSED THE VIOLATION I AM REPORTING AND THAT, TO THE BEST OF MY KNOWLEDGE, THE INFORMATION I AM PROVIDING IS TRUE AND CORRECT. I understand that I may be called as a witness to the violation if my report results in an informal hearing before the Board.

EXHIBIT E – Example Notice of Violation

NOTICE OF VIOLATION

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Association's governing documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or any occurrence of a similar violation within one year of the date of this notice, may result in a fine being assessed against the Unit and/or the owner(s) and/or resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote and/or make use of Association amenities.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT F – Example Notice of Fine

NOTICE OF FINE

<date of notice>

Unit Address: _____

This is a formal notice that you are in violation of the following sections of the Association's governing documents: *<list applicable sections here>*.

<copy relevant text of applicable sections here>

The specific violation occurred or was discovered on or about *<date>* and was: *<brief description of the violation and, as applicable and available, the party involved>*.

On *<date(s)>* a prior notice(s) was issued for a similar violation(s) of the same sections of the Association's governing documents.

FINE AMOUNT: _____. This amount must be paid by *<date>* or within *<time period>* days of the date of this notice. Late payments may be subject to late fees, interest, collection costs, and/or attorney fees. Units and/or owners with amounts past due may be deemed not in good standing and thus become ineligible to vote in Association elections and/or make use of Association amenities. Past-due amounts may constitute a lien against the Unit which may be foreclosed.

This violation can be resolved by: *<description of how to resolve the violation>*.

Failure to resolve this violation by *<date>*, or any occurrence of a similar violation within one year of the date of this notice, may result in another fine being assessed against the Unit and/or the owner(s) and/or resident(s) of the Unit.

Failure to timely resolve this violation may result in further action including but not limited to a lien against the Unit, legal proceedings, foreclosure, and/or termination of rights to vote and/or make use of Association amenities.

All communication regarding this notice shall be in writing to:

The Homeowners Association
<email address>

EXHIBIT G – Example Sworn Statement of Age Verification

SWORN STATEMENT OF AGE VERIFICATION

I, [Full Name] _____, an Owner or Resident
 of [Unit Address] _____, hereby
 declare under penalty of perjury that: (1) I am (18) years of age or older; and (2) at least
 one occupant of this Unit (select one) is not is fifty-five (55) years of age or older.

I understand that this statement is made to comply with the age verification requirements
 of the Federal Housing for Older Persons Act and the CC&Rs and Bylaws of
 <association name>.

I acknowledge that any false statements made herein may result in loss of the
 Association's legally protected status as housing for older persons and enforcement
 actions by the Association.

WITNESS my hand this _____ day of _____ in the year _____,

Signed: _____

Name: _____

PURSUANT TO THE FEDERAL HOUSING FOR OLDER PERSONS ACT ("HOPA"), 42 USC 3607, AND THE ASSOCIATION'S CC&RS AND BYLAWS, EACH UNIT IS REQUIRED TO SUBMIT A FULLY COMPLETED AND TRUTHFUL SWORN STATEMENT OF AGE VERIFICATION ANNUALLY IN CONNECTION WITH THE ASSOCIATION'S ANNUAL MEETING OF MEMBERS. THIS STATEMENT MUST BE PROVIDED BY AN ADULT RESIDENT OR OWNER OF THE UNIT AND MUST BE SUBMITTED TO THE ASSOCIATION IN THE FIRST QUARTER OF EACH YEAR AND NO LATER THAN THE DATE OF THE ANNUAL MEETING OF MEMBERS. FAILURE TO TIMELY PROVIDE A COMPLETED AND TRUTHFUL STATEMENT SHALL BE CONSIDERED A VIOLATION OF THIS DECLARATION AND MAY RESULT IN FINES, EVICTION, AND/OR FORECLOSURE.

EXHIBIT D – Articles of Incorporation

The Articles of Incorporation of Aspen Condominium follow this page.

This form must be type written or computer generated.



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code
Articles of Conversion

RECEIVED

CONVERSION

OCT 20 2009

Utah Div. Of Corp. & Comm. Code

1. The articles of conversion shall state:

First: The name and entity type of the company immediately prior to the filing of the articles of conversion:

Name: Aspen Condominium

Entity Type (Corp, LLC, LP, Partnership, DBA, etc.): LLC

Second: The date and state where the company was first created and, if it has changed, its jurisdiction immediately prior to its conversion;

9/22/2009

Utah

Date of formation

State / Jurisdiction

Third: The name and entity type of the company as set forth in its converted entity filing;

Name: Aspen Condominium

Entity Type: Corp.

Fourth: The future effective date of the conversion to the new entity if it is not to be effective upon the filing of the articles of conversion;

Fifth: Under penalties of perjury, I declare that the articles of conversion have been duly approved by the owners of the entity.

Dated: 10/27/2009

By: [Signature]

Title: H.O.A. President

2. Additional filing requirements: The non-refundable processing fee of \$37.00 payable to the State of Utah, and application for new entity must accompany this form. No additional fee for the new application.

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

State of Utah
Department of Commerce
Division of Corporations and Commercial Code
I hereby certified that the foregoing has been filed
and approved on this 20 day of Oct, 2009
In this office of this Division and hereby issued
This Certificate thereof.

Examiner

[Signature] date 11.04.09



[Signature]
Kathy Berg
Division Director

10.20.2009
2008893
\$37.00

CONVERSION

This form must be type written or computer generated.



State of Utah
DEPARTMENT OF COMMERCE
 Division of Corporations & Commercial Code
 Articles of Incorporation (Nonprofit)

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certified that the foregoing has been filed
 and approved on this 20 day of Oct 2009
 in this office of this Division and hereby issued
 This Certificate thereof.

Examiner: [Signature] Date: 11-04-09
[Signature]
 Kathy Berg
 Division Director

Non-Refundable Processing Fee: \$30.00

A. Important: Read instructions before completing form

1. Name of Corporation:	Aspen Condominium		
2. Purpose:	Home Owners Association		
3. Is the registered agent a commercial registered agent?	<input type="radio"/> YES <input checked="" type="radio"/> NO What is a commercial registered agent?		
Registered Agent Name: <u>Carl I. Cordingley</u> I hereby accept appointment as Registered Agent for the above named business entity. Signature of Registered Agent (Required): _____ Address of the Registered Agent: <u>335 N 150 W</u> <small>Utah Street Address Required, PO Boxes can be listed after the Street Address</small> City: <u>Logan</u> State <u>UT</u> Zip: <u>84321</u>			
4. Name, Signature and Address of Incorporator <small>(attach additional page if there is more than 1 incorporator)</small>	Name: <u>Carl I. Cordingley</u> Address: <u>335 N 150 W</u> <u>Logan</u> <u>UT</u> <u>84321</u> <small>City State Zip</small> Signature: <u>[Signature]</u> Date: <u>10/27/2009</u>		
5. Voting Members:	The nonprofit corporation <input checked="" type="radio"/> will <input type="radio"/> will not have voting members. The nonprofit corporation <input type="radio"/> will <input checked="" type="radio"/> will not issue shares evidencing membership or interests in water or other property rights. The aggregate number of shares that the nonprofit corporation has authority to issue shall be _____ The shares <input type="checkbox"/> will <input checked="" type="checkbox"/> will not be divided up in to classes.		
6. Shares:	Type 1: _____ Number of Shares: _____ Statement: _____ Type 2: _____ Number of Shares: _____ Statement: _____		
7. Assets:	Upon dissolution assets of the corporation will be distributed in a manner consistent with law.		

B.

1. Principal Address:	<u>335 N 150 W</u> <u>Logan</u> <u>UT</u> <u>84321</u> <small>Address City State Zip</small>		
2. Name and Address of Directors: <small>(attach an additional page if there are more than 3 directors)</small>	1. <u>Carl I. Cordingley</u> <u>Director</u> Name <u>335 N 150 W</u> <u>Logan</u> <u>UT</u> <u>84321</u> Address <u>370 N 150 W</u> <u>Logan</u> <u>UT</u> <u>84321</u> <small>City State Zip</small>		
	2. <u>LeeAnn Schvaneveldt</u> <u>Director</u> Name <u>370 N 150 W</u> <u>Logan</u> <u>UT</u> <u>84321</u> Address _____ <small>City State Zip</small>		
	3. _____ Name _____ Position _____ Address _____ <small>City State Zip</small>		

EXHIBIT E – Owner Adoption and Approval

The following two (2) pages adopting and approving this Declaration and the First Amended and Restated Bylaws were signed at a meeting of the Members held August 19, 2024, by Owners representing at least sixty-seven percent (67%) of the Units.

ASPEN CONDOMINIUM
Adoption of the updated CC&Rs and Bylaws
(At least 10 of the 14 Units Must Approve)

Building 1 of 2 (7 Units):

Owner of Unit 1, 320 N 150 W: Wayne / Karen Marrott *Karen Marrott* Print: Wayne Marrott
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 2, 330 N 150 W: Tim White *Tim White* Print: Tim White
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 3, 340 N 150 W: SKubal *SKubal* Print: SKubal
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 4, 350 N 150 W: Sue Coleby *Sue Coleby* Print: Sue Coleby
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 5, 360 N 150 W: _____, Print: _____
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 6, 370 N 150 W: Jimmy Fletcher *Jimmy Fletcher* Print: Jimmy Fletcher
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 7, 380 N 150 W: _____, Print: _____
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

[CONTINUED ON THE NEXT PAGE]

ASPEN CONDOMINIUM
Adoption of the updated CC&Rs and Bylaws
(At least 10 of the 14 Units Must Approve)

Building 2 of 2 (7 Units):

Owner of Unit 325, 325 N 150 W: Karen Low, Print: Karen Low
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 335, 335 N 150 W: Sharyle Cordingley, Print: Sharyle Cordingley
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 345, 345 N 150 W: Shauna Fairbanks, Print: Shauna Fairbanks
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 355, 355 N 150 W: _____, Print: _____
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 365, 365 N 150 W: Rod Rounds, Print: Rod Rounds
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 375, 375 N 150 W: Kaye Nelson, Print: Kaye Nelson
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

Owner of Unit 385, 385 N 150 W: Loretta Black, Print: Loretta Black
By signing above, I certify that I am an owner of the unit indicated, or an authorized representative thereof, and that the authorized vote for this unit is in favor of adopting the updated CC&Rs and Bylaws of August 2024.

[END]