

I hereby certify that the foregoing has been filed
and approved on the 21st day of Oct 1998
in the office of this Division and hereby issue
this Certificate thereof.

Examiner [Signature] Date 10-2-98



[Signature]
LORENA R. RIFFO
DIVISION DIRECTOR

ARTICLES OF INCORPORATION

FOR THE

WASATCH COMMONS CONDOMINIUM ASSOCIATION

A UTAH NON-PROFIT CORPORATION

We, the undersigned, for the purpose of forming a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act, hereby certify as follows:

Article 1

NAME

The name of the corporation is Wasatch Commons Condominium Association.

Article 2

DURATION

The period of duration of the corporation is perpetual.

Article 3

PURPOSE

The purposes for which the corporation is formed are as follows:

(a) To manage and administer the affairs of and to maintain Wasatch Commons Condominiums, a condominium (hereinafter called "Condominium");

(b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;

(c) To carry insurance and to collect and allocate the proceeds thereof;

(d) To rebuild improvements after casualty;

(e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;

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(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, and easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Declaration of the Condominium and of these Articles of Incorporation and the Bylaws thereunder and such other rules and regulations of this corporation as may hereinafter be adopted;

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Declaration or Bylaws or by the Utah Condominium Ownership Act, Utah Code Annotated, Sections 57-8-1 through 57-8-36, as amended;

(k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof;

(l) To acquire, construct, manage, maintain and care for the Condominium for the ultimate use and enjoyment of its members; and

(m) To function generally as a non-profit corporation under the Utah Non-Profit Corporation and Cooperative Association Act and to own and sell real and personal property, to make contracts, to invest corporate funds, to spend corporate funds for corporate purposes and to engage in any activity in furtherance of, incidental to, or connected with any of the other purposes.

Article 4

BASIS OF ORGANIZATION AND ASSETS

The corporation is organized upon a non-stock, membership basis and it is to be financed by the general assessment of its members. The value of the assets which said corporation possesses is as follows:

Real Property: None
Personal Property: None

Article 5

MEMBERSHIP AND VOTING

The qualifications of members, the manner of their admission to the corporation, the termination of membership and voting by such members shall be as follows:

(a) Each Owner or Co-Owner, including the Declarant, of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the corporation shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Registrar of Deeds of Salt Lake County, Utah, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation, except that the Declarant of the Condominium shall become a member immediately upon establishment of the Condominium, the new Owner or Co-Owner of a Unit in the Condominium thereby becoming a member of the corporation, and the membership of the prior Owner or Co-Owner thereby being terminated.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(d) Voting and actions by members shall be in accordance with the provisions of the Bylaws of this corporation.

Article 6

TRUSTEES

The number of Trustees constituting the initial Board of Trustees of this corporation is three, and the names and street addresses of the persons who are to serve as the initial Trustees are as follows:

Scott Cowley
6120 South 2300 East
Salt Lake City, Utah 84121

Hugh D. Graham
273 East Leslie Avenue
Salt Lake City, Utah 84115

Michael Polacek
743 East 200 South
Salt Lake City, Utah 84102

After formation and pursuant to the Bylaws of this corporation, the number of Trustees constituting the Board of Trustees shall be five, and shall be

known and referred to as the Management Committee. Trustees, also referred to as Management Committee members, shall serve until their successors are duly chosen, or until their prior death, incapacity or resignation. Vacancies may be filled and Trustees may be removed and their successors chosen by a two thirds majority vote of the members of the corporation, all as more fully set forth in the Bylaws.

Article 7

INCORPORATORS

The names and street addresses of the incorporators are as follows:

Scott Cowley
6120 South 2300 East
Salt Lake City, Utah 84121

Hugh D. Graham
273 East Leslie Avenue
Salt Lake City, Utah 84115

Michael Polacek
743 East 200 South
Salt Lake City, Utah 84102

Article 8

PRINCIPAL OFFICE AND REGISTERED AGENT

The address of the corporation's initial principal registered office shall be:

743 East 200 South
Salt Lake City, Utah 84102


Such office may be changed at any time by the corporation without amendment to these Articles of Incorporation.

The corporation's first registered agent at such address shall be Michael Polacek.

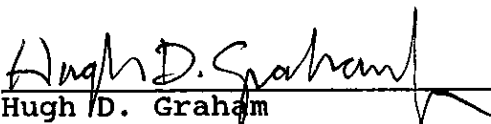
I hereby acknowledge and accept appointment as corporate registered agent:


Michael Polacek

In Witness Whereof, We, Scott Cowley, Hugh D. Graham and Michael Polacek have executed these Articles of Incorporation in duplicate originals this 9th day of JULY, 1998, and say: They are all incorporators herein; that they have read the above and foregoing Articles of Incorporation; know the contents thereof and that the same is true to the best of their knowledge and belief, excepting as to matters herein alleged upon information and belief and as to those matters they believe to be true.



Scott Cowley



Hugh D. Graham



Michael Polacek

AMENDED AND RESTATED BYLAWS FOR WASATCH COMMONS CONDOMINIUM ASSOCIATION, INC.

The administration of the Wasatch Commons Condominium Project (the "Project"), and the Wasatch Commons Condominium Association, a non-profit Utah corporation (the "Association"), shall be governed by the Association's Articles of Incorporation, these Bylaws, by the Utah Condominium Ownership Act, Utah Code Unannotated Title 57 Chapter 8, as from time to time amended, (the "Act"), by the Project Declaration, and any other Rules and Regulations duly adopted pursuant thereto or any of them.

1. Application of Bylaws

All present and future Unit Owners, Mortgagees, lessees, tenants, subtenants and occupants of Units and their servants, guests, and invitees and any other persons who may use the facilities of the Condominium Project in any manner are subject to the Declaration, these Bylaws, and all Rules and any Regulations made pursuant hereto and any amendment thereof. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration and these Bylaws, and any Rules and Regulations made pursuant thereto, as they may be amended from time to time, are accepted, ratified and will be complied with. Unless otherwise provided herein, capitalized terms shall have the same meaning as used and defined in the Declaration.

2. Management Committee

- 2.1. Administrative Rules and Regulations: The administration of the Property on behalf of the Association shall be conducted by a Management Committee (also sometimes referred to as the "Board of Trustees") of five natural individuals. The Management Committee shall have the power to adopt and establish, with the advice and consent of the Association as shown by a sixty-seven percent (67%) vote of the undivided interest in the Common Areas and Facilities present in person or by proxy at a meeting duly called, by resolution, such Rules and Regulations as it may deem necessary for the maintenance, operation, management and control of the Condominium Project. For these Rules and Regulations to be binding, they must be furnished in writing to the Unit Owners. The Management Committee may from time to time, and with the advice and consent of the Association as shown by a sixty-seven percent (67%) vote of the undivided interest in the Common Areas and Facilities present in person or by proxy at a meeting duly called, by resolution, alter, amend, and repeal such Rules and Regulations. When a copy of any amendment or alteration or provision for repeal of any rule(s) has been furnished to the Unit Owners, such amendment, alteration, or provision shall be taken to be a part of such rules. Unit Owners shall at all times be notified of and obey such rules and see that they are faithfully observed by those persons over whom they have or may exercise control and supervision, it being

understood that such rules shall apply and be binding upon all Unit Owners and their lessees, tenants, subtenants, or other occupants of the Units and their guests, servants, and invitees. Unit Owners shall at all times obey such Rules and Regulations and use their best efforts to see that they are faithfully observed by their lessees and any other persons over whom they have or may exercise control or supervision, it being clearly understood that such Rules and Regulations shall apply and be binding upon all Unit Owners of the Condominium Project and their families, servants, guests, invitees and lessees. Provisions of the Act pertaining to the rules and regulations are incorporated herein by reference and shall be deemed a part hereof.

- 2.2. Management Committee Subject to Act, Condominium Declaration, Bylaws, and Rules and Regulations: The Management Committee shall be responsible for the maintenance, control, operation and management of the Project in accordance with the provisions of the Act, the Declaration, these Bylaws, and such Rules and Regulations as the Association may adopt from time to time as herein provided, and all agreements and determinations lawfully made and entered into by the Association.
- 2.3. Election of Management Committee: Beginning with the first annual meeting and at every annual meeting thereafter, the Association shall elect, by a simple plurality vote of the undivided ownership interest after a Quorum has been established, the members of the Management Committee as necessary to fill positions of the members of the Management Committee whose terms have ended or are ending or otherwise need to be filled for the forthcoming year. Nominations for positions on the Management Committee may also be made at the annual meeting or by petition filed with the secretary of the Association at least seven (7) days prior to the annual meeting of the Association. Members of the Management Committee shall be required to be Unit Owners, and must be natural individuals and residents of the State of Utah.
- 2.4. Tenure of Management Committee Members: Members of the Management Committee shall serve for a term of two (2) years. The terms of no more than three members will end each year. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation, or removal. Any member of the Management Committee who fails to attend three consecutive Management Committee meetings or fails to attend at least 25% of the Management Committee meetings held during any calendar year shall forfeit his membership on the Management Committee, unless his absence is agreed to by prior written consent of the Management Committee.
- 2.5. Vacancies on Management Committee: Any member of the Management Committee may resign at any time by giving written notice to the president of the Association, or to the remaining Management Committee members. Any member of the Management Committee may be removed from membership on the Management Committee by a sixty-seven percent (67%) vote of the entire undivided interest in the Common Areas and Facilities. Whenever there shall occur a vacancy on the Management Committee due to death, resignation, removal or any other cause, the remaining members shall

elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

- 2.6. No Compensation for Services: The members of the Management Committee shall receive participation credits but no other compensation for their services unless expressly approved by sixty-seven percent (67%) of the entire undivided ownership interest; provided, however, that any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment.
- 2.7. Rights and Duties: The Management Committee, for the benefit of the Project and the Association, shall manage the business, property, and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws, the Rules and Regulations governing the Property. The Management Committee shall have the powers, duties, and responsibilities with respect to the Property as contained in the Act, the Articles of Incorporation, the Declaration, and these Bylaws.
- 2.8. Management Committee Meetings: The meetings of the Management Committee shall be held at such places within the State of Utah as the Management Committee shall determine and shall be open to any and all members of the Association. Four (4) members of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall annually elect all of the officers of the Association. The meeting for the election of officers shall be held at the first meeting of the Management Committee immediately following the annual meeting of the Association.
- 2.9. Regular Meetings: Regular meetings of the Management Committee may be held without call or notice to non-members of the Management Committee, but their time and place will be communicated to the Association by posting notification of the same in a prominent position in the Project's Common Areas and Facilities or by emailing the meeting schedule on a community email list.
- 2.10. Special Meetings: Special meetings of the Management Committee may be called by the president or by any two (2) Management Committee members. The person or persons calling a special meeting of the Management Committee shall, at least ten (10) days before the meeting, give notice thereof to all other Management Committee members by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.
- 2.11. Waiver of Notice: Any member of the Management Committee may, at any time, waive notice of any meeting of the Management Committee in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Management Committee at a meeting shall constitute a waiver of notice of such meeting except if a Management Committee member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting

was not lawfully called. If all the members of the Management Committee are present at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such meeting.

- 2.12. Meetings of the Management Committee Open to Owners. Each Meeting of the Management Committee shall be open to each Owner except that the Management Committee may close a Meeting to consult with an attorney for the purpose of obtaining legal advice; discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; discuss a personnel matter; discuss a matter relating to contract negotiation, including review of a bid or proposal; discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or discuss a delinquent assessment or fine. At each Meeting of the Management Committee, each Owner shall be provided a reasonable opportunity to offer comments; the Management Committee may limit comments of the Owners to a specific time period during the Meeting.
- 2.13. Action without a Meeting. Any action that the Management Committee is required or permitted to take at a Meeting of the Management Committee may be taken without a Meeting to the extent and in the manner provided for in the Condominium Ownership Act or the Utah Nonprofit Act. Action taken without a Meeting has the same effect as action taken at a Meeting.
- 2.14. Project Manager: The Management Committee may carry out through a Project Manager any of its functions which are properly the subject to delegation. Any Manager so engaged shall be an independent contractor and not an agent or employee of the Management Committee, shall be responsible for managing the Project for the benefit of the Management Committee and the Association, and shall, to the extent permitted by law and the terms of the agreement with the Management Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any agreement for professional management of the Project which may be entered into by the Management Committee or the Association shall call for a term not exceeding two (2) years and shall provide that such management agreement may be terminated by the Management Committee or by the Association upon not in excess of ninety (90) days written notice.
- 2.13. Publication of Rules and Regulations: Copies of all Rules and Regulations adopted by the Management Committee on behalf of the Association shall be delivered to all Unit Owners at least ten (10) days prior to the effective date thereof, as well as prominently posted within the Project's Common Areas and Facilities or on the Project's web page, if any.
- 2.14. Fiscal Year: The fiscal year shall be determined by the Management Committee.

3. Meetings of the Association

- 3.1 Notices: The Management Committee shall cause written or printed notice of the date, time, and place (and in the case of a special meeting, the purpose or purposes) for all meetings of the Owners. Such written or printed notice shall be delivered to each Owner of record entitled to vote at such meeting not more than sixty (60) nor less than ten (10) days prior to the meeting. Such notice may be emailed, hand-delivered, posted on the Association's website (if any), posted at the Project's clubhouse, or mailed. If emailed, such notice shall be deemed delivered when sent to the member's email address registered with the Association. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's address registered with the Association, with first-class postage thereon prepaid. Each Owner shall register with the Association such member's current email address and mailing address for purposes of notice hereunder. Such registered email and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, a member's Unit shall be deemed to be the member's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door.
- 3.2 Place of Meeting: The Management Committee may designate any place in Salt Lake County reasonably convenient for the Owners as the place for any Association meeting. If no designation is made, the meeting shall be held at the Project's club house
- 3.3. Quorum: The presence in person or by proxy at any meeting of the Association of fifty-one percent (51%) or more of the undivided interest in the Common Areas and Facilities of record shall constitute a quorum. In the event that less than fifty-one percent (51%) of the undivided interest in the Common Areas and Facilities is present in person or by written proxy, the meeting shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Unit Owners present at such subsequent meeting shall constitute a quorum. Unless otherwise expressly provided for in the Declaration or the Bylaws, any action may be taken at any meeting of the Unit Owners where a quorum has been established upon at least a sixty-seven percent (67%) vote of the undivided interest in the Common Areas and Facilities present in person or by proxy.
- 3.4. Annual Meeting: There shall be an annual meeting of the Association held each year in January on a day and at a time established by the Management Committee. At or prior to an annual meeting, the Management Committee shall furnish to the Unit Owners: (i) a budget for the upcoming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Unit Owner; and (ii) an audited statement of the Common Expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each Unit Owner. Within ten (10) days after the annual meeting, that budget statement shall be delivered to the Unit Owners who were not present at the annual meeting.

- 3.5. **Regular and Special Meetings:** Regular meetings of the Association will be held monthly or at other regularly scheduled intervals at a time, date and place to be determined from time to time by the Management Committee. Special meetings shall be called by written notice, signed by a majority of the Management Committee or by Unit Owners representing at least one-third (1/3) of the undivided interest of the Common Areas and Facilities
- 3.6. **Proxies:** At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the member's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Unit or the member's attorney when duly authorized in writing. A proxy given by an Owner to any person who represents the Owner at meetings of the Association shall be in writing, dated, and signed by such Owner. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Proxies shall be filed with the secretary (or with such other officer or person who may be acting as secretary of the meeting) before the meeting is called to order. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.
- 3.7. **Participatory Decision Making:** The Association is committed to using participatory methods, such as consensus decision making or Sociocracy, to govern the conduct of the Association's and any committee's meetings when not in conflict with the Declaration or these Bylaws.

4. Officer

- 4.1. **Election of Officers:** All officers of the Association shall be elected by and serve at the will of the Management Committee. The officers shall be a president, secretary, and treasurer. The Management Committee may appoint such other assistant officers as the Management Committee may deem necessary. Each officer shall be required to be a Unit Owner and a member of the Management Committee. No officer shall receive compensation for serving as such.
- 4.2. **President:** The president shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. The president shall exercise general supervision over the Project and its affairs. He shall sign on behalf of the Association all conveyances, mortgages and contracts of material importance to its business. The President may delegate signatory authority to the Secretary upon written consent of the Management Committee. He shall do and perform all acts which the Management Committee may require.

- 4.3. Secretary: The secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Management Committee. In the absence or inability of the president, the secretary shall perform the functions of the president.
- 4.4. Treasurer: The treasurer shall be responsible for the fiscal affairs of the Association, but may, with agreement from the Management Committee, delegate the daily handling of funds and the keeping of records to a manager or managing company.
- 4.5. Resignation and Removal: Any officer may resign at any time by delivering a written resignation to any member of the Management Committee or to any managing agent of the Association. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed and replaced upon the affirmative vote of a majority of the Management Committee members at anytime, with or without cause.

5. Conflict Resolution and Litigation

- 5.1. Legal Expenses: If any action is brought by one or more but less than all Unit Owners on behalf of the Association and recovery is had, the plaintiff's expenses, including reasonable counsel's fees, shall be a Common Expense; provided, however, that if such action is brought against the Unit Owners or against the Management Committee, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Unit Owners, as a Common Expense or otherwise.
- 5.2. Complaints: Complaints brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the Management Committee, which shall promptly give written notice thereof to the Unit Owners and any Mortgagees and shall be defended by the Management Committee, and the Unit Owners and Mortgagees shall have no right to participate other than through the Management Committee in such defense. Complaints against one or more, but less than all Unit Owners shall be directed to such Unit Owners, who shall promptly give written notice thereof to the Management Committee and to the Mortgagees affecting such Units, and shall be defended by such Unit Owners.
- 5.3. Amicable Settlements within Community: All conflicts between the Association, the Management Committee or any other special committee or Unit Owners and one or more of the same will be settled as amicably and expeditiously as possible by the full Association and pursuant to its then existing conflict resolution procedures and guidelines. If that fails to resolve the dispute, a local mediation service will be first employed and paid for in equal shares by each of the parties to the dispute and by the Association in order to try to settle the same.

6. Abatement and Enjoinment of Violations by Unit Owners

The violation of any Rule or Regulation adopted by the Association or the Management Committee or the breach of any provision contained herein, or the breach of any provision of the Declaration or the Act, shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws and/or the Declaration and/or the Act:

- (i) To enter the Unit in which or as to which such violation or breach exists and to similarly abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; or
- (ii) To fine administratively and/or to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7. Accounting, Books and Records

- 7.1. Books to Meet Generally Accepted Accounting Standards: The books and accounts of the Association and of the Management Committee shall be kept in accordance with generally accepted accounting procedures under the direction of the treasurer.
- 7.2. Audit on Demand: At the close of each accounting year, the books and records of the Management Committee shall be reviewed by a person or firm approved by the Unit Owners. Report of such review shall be prepared and submitted to the Unit Owners at or before the annual meeting of the Unit Owners; provided, however, that a certified audit by a certified public accountant approved by the Unit Owners shall be made if Owners representing at least sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities determine to require the same. Any accounting procedure costs relating to the Project and/or the Association's books would be a Common Expense.
- 7.3. Inspection of Books: The books and accounts of the Association shall be available for inspection at the office of the Association by any Unit Owner or his authorized representative during regular business hours. All other books and records of the Association, names and addresses officers, committee members, and Unit Owners, minutes of Owner and committee meetings, and other pertinent documents, shall also be available at the office of the Association for inspection or copying by any Unit Owner.

8. Special Committees

The Management Committee and/or the Association, by resolution, may designate one or more special committees, each committee to consist of two (2) or more Unit Owners or their lessees, which to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee or the Association. Such special committees shall keep regular minutes of their proceedings and report the same to the Association and/or the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee, the

Association, or the president. The Management Committee, Association or the president may appoint Unit Owners or their lessees to fill vacancies on each of said special committees occasioned by death, resignation, removal, or inability to act for any extended period of time.

9. Amendment of Bylaws

These Bylaws may be altered or amended by Owners representing at least sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities.

10. Conflicts

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

11. Severability

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

12. Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

13. Effective Date


These Bylaws shall take effect upon recording.

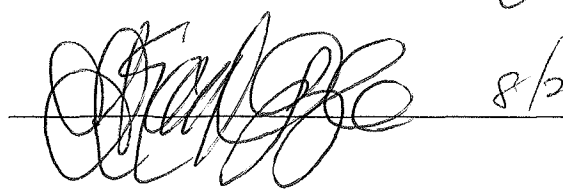
14. Signature Page

IN WITNESS WHEREOF, having complied with the amendment requirements in both the previous Bylaws and the Utah Condominium Ownership Act, we, as members of the Association's Management Committee, certify that the Association has properly amended the Original Declaration and executed this instrument the day and year set forth below.

WASATCH COMMONS CONDOMINIUMS

MANAGEMENT COMMITTEE

 8/27/19 KELLIE HENDERSON
PRESIDENT

 8/27/19 KAY ARGYLE
SECRETARY

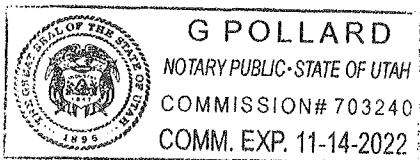
John Garrison 8/27/19 JOHN GARRISON
TREASURER

Cheryl Keil 8/27/19 CHERYL KEIL
MEMBER

Victor Miele 8/27/19 VICTOR MIELE
MEMBER

State of Utah)
) : ss
County of Salt Lake)

On this 27 day of AUGUST, 2019, personally appeared before me G POLLARD,
K. HENDERSON, K. ARGYLE, J. GARRISON, CHERYL KEIL, and VICTOR MIELE,
who being by me duly sworn, did say that they are members of the Management Committee of Wasatch
Commons Condominiums; that said instrument was signed by them on behalf of said Association after
receiving the necessary approval from owners; and that the foregoing information is true and accurate
to the best of their knowledge.



G Pollard
Notary

Appendix A:

Property Description

Beginning at a point which is South 25.30 feet from the Northwest Corner of Lot 7, Block 1 Utah Southern Addition, a subdivision of part of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian; said point also being West along the monument line of California Avenue 661.10 feet and South 850.50 feet and East 40.00 feet from a standard city monument located at the intersection of California Avenue and Cheyenne Street; and running thence North 437.80 feet to the Northwest corner of Lot 10, Block 1 of said subdivision; thence East 300.00 feet to the Northeast corner of Lot 10, Block 1 of said subdivision; thence South 176.00 feet; thence East 184.00 feet; thence South 68.30 feet; thence East 103.00 feet to a point on the Westerly right of way line of Cheyenne Street; thence along said Westerly right of way South 56.00 feet; thence West 146.00 feet; thence South 68.75 feet; thence East 12.50 feet; thence South 68.75 feet to a point on an existing block wall; thence along said block wall West 453.50 feet to the point of beginning.

Units and Unit Parcel Numbers

<u>Unit</u>	<u>Parcel Number</u>
1	15-15-204-001-0000
2	15-15-204-002-0000
3	15-15-204-003-0000
4	15-15-204-004-0000
5	15-15-204-005-0000
6	15-15-204-006-0000
7	15-15-204-007-0000
8	15-15-204-008-0000
9	15-15-204-009-0000
10	15-15-204-010-0000
11	15-15-204-011-0000
12	15-15-204-012-0000
13	15-15-204-013-0000
14	15-15-204-014-0000
15	15-15-204-015-0000
16	15-15-204-016-0000
17	15-15-204-017-0000
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Recorder, Salt Lake County, UT
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Amended and Restated Condominium Declaration for Wasatch Commons Condominiums

A Condominium Project Created Pursuant to the Utah
Condominium Ownership Act

Salt Lake City, Salt Lake County, Utah

Table of Contents

ARTICLE I	9
RECITALS	9
ARTICLE II	9
NAME AND DEFINITIONS	9
a) Name	9
b) Definitions	10
1) The Act	10
2) Association	10
3) Bylaws	10
4) Common Areas and Facilities	10
5) Common Expenses	10
(1) Costs of operation	11
(2) Payment of prior deficits	11
(3) Reserve funds	11
(4) Others	11
6) Condominium Project	11
7) Declarant	11
8) Declaration	12
9) Management Committee	12
10) Map	12
11) Mortgage	12
12) Mortgagee	12
13) Property	12
14) Unit	12
15) Unit Number	12
16) Unit Owner	12
17) Utility Services	12
18) Personal Participation	12
19) Rules and Regulations	13
20) Roof Decks	13
c) Definitions from the Act	13
ARTICLE III	13
SUBMISSION TO CONDOMINIUM OWNERSHIP	13
ARTICLE IV	13
COVENANTS TO RUN WITH THE LAND	13
ARTICLE V	14
DESCRIPTION OF PROPERTY	14
a) Description of Land	14

b) Description of Improvements.....	14
c) Description and Legal Status of Units.....	14
1) Unit Boundaries.....	14
2) Interior Fixtures.....	14
3) Doors, Windows, HVAC, Lights.....	14
4) Service Ducts and Pipes.....	15
d) Common Areas and Facilities	15
1) Structural Parts	15
2) Shared Areas.....	15
3) Infrastructure.....	15
4) Equipment.....	15
5) Other Property.....	15
6) Replacements	15
e) Limited Common Areas and Facilities	15
ARTICLE VI.....	16
STATEMENT OF PURPOSE AND RESTRICTIONS ON USE	16
a) Purpose.....	16
b) Restrictions	16
1) Units are Private Residences	16
2) Compliance with Laws and Insurance Coverage	16
3) Exterior Attachments.....	16
4) Nuisance	16
5) Structural Integrity.....	17
6) Assigned Parking.....	17
6A) Vehicles Leaking Fluids Are Not Allowed on the Property	17
7) No Storage in Common Areas.....	17
7A) Central Path Area Reinforced and Clear for Emergency Access.....	17
8) Cleanliness	17
9) Alteration of Limited Common Areas	17
10) Rules and Regulations are Binding	17
11) No Water Furniture	17
ARTICLE VII.....	18
OWNERSHIP AND USE	18
a) Ownership of a Unit.....	18
b) Nature of and Restrictions on Ownership and Use	18
c) Prohibition against Subdivision of Unit	18
d) Ownership of Common Areas and Facilities.....	18
e) Use of Common Areas and Facilities	18
f) Computation of Undivided Interest	18
g) Mortgage Information	19

ARTICLE VIII.....	19
LEASING OR RENTAL OF UNITS.....	19
a) Tenants Must Comply with Declaration.....	19
b) Tenant Information and Obligations	19
c) Recourse for Tenant's Noncompliance	19
1) Notification of Unit Owner	19
2) Resolution by Unit Owner	20
3) Eviction of Tenant.....	20
d) Tenant to Pay for Unit Owner's Arrears	20
e) Long -Term Rentals.....	20
f) Rentals May be Regulated.....	20
g) Possible Requirements	21
h) Written Lease Agreement	21
1) Condominium Rules.....	21
2) Nuisance	21
3) Association is Third Party in Rental Agreements	21
4) Management Committee to Know Names of All Tenants	21
5) Enforcement of Declaration, Bylaws, and Rules and Regulations.....	22
6) Enforcement of Rules and Regulations.....	22
7) Association not Landlord:	22
i) Landlord Insurance	22
ARTICLE IX.....	22
COMBINATION OR SEPARATION OF UNITS	22
a) Combination Possible and Reversible	22
b) Legal Costs Borne by Owner of Combined Units.....	22
c) Legal Assistance for Management Committee	22
d) Changes in Undivided Interest	23
ARTICLE X.....	23
ASSOCIATION OF UNIT OWNERS AND MANAGEMENT	23
a) Wasatch Commons Condominium Association	23
b) Management Committee	23
c) Management Committee Rights and Duties	23
1) Enforcement of Rules and Regulations.....	24
2) Hire professionals	24
3) Property manager for Common Areas.....	24
4) Pay bills	24
5) Collect dues.....	24
5a) Enforce the Participation Requirement.....	24
6) Contracts.....	24
7) Bank accounts.....	24

8) Property ownership	24
9) Litigation	24
10) Insurance	24
11) Repair damage to property.....	24
12) Equipment.....	25
13) Bookkeeping	25
14) Other	25
d) Management Committee Delegation.....	25
e) Officer Liability.....	25
f) Indemnification of Management Committee	25
g) Rights of Association	26
ARTICLE XI	26
CHANGES IN UNIT OWNERSHIP	26
a) Management Committee to Keep Ownership Records	26
b) Information for Prospective Purchasers.....	26
c) Federal Fair Housing Applies	27
ARTICLE XII	27
VOTING – MULTIPLE OWNERSHIP	27
ARTICLE XIII	27
MAINTENANCE OBLIGATIONS OF ASSOCIATION AND UNIT OWNERS	27
b) Maintenance of Units is Owner's Responsibility	28
c) Unit Owners Responsible for their Limited Common Areas	28
d) Approval for Additions	28
e) Table of Maintenance Obligations	29
ARTICLE XIV	30
RIGHT OF ENTRY	30
ARTICLE XV	31
PAYMENT OF EXPENSES AND ASSESSMENTS	31
a) Unit Owners to Pay Common Expenses	31
b) Budgeting of Common Expenses.....	31
c) Apportionment of Common Expenses	32
d) Cash Requirements Decided by Management Committee	32
e) Recourse for Nonpayment	32
f) Lien for Nonpayment.....	32
1) secondary to tax liens	33
2) secondary to prior recorded liens.....	33
g) Statement of Unpaid Common Expenses.....	33
h) Release of Lien.....	33
i) Foreclosure	33

j) Capital Improvements	33
k) Suspension of Voting Rights	34
l) Annual Budget	34
m) Criteria for Legal Determination.....	34
n) Holdover Budget.....	35
o) No Exemption from Liability.....	35
p) Record Keeping.....	35
q) Collection of Assessments	35
r) Prospective Buyers	35
s) Sheriff's Sale	35
t) Statement of Unpaid Assessments.....	36
u) Unpaid Assessments Become Common Expenses	36
ARTICLE XVI.....	36
TAXES.....	36
ARTICLE XVII.....	36
EASEMENTS, ENCROACHMENTS, AND CONVEYANCES	36
a) Easement for maintenance of Common Areas	36
b) Other encroachment	37
c) A Unit's Identity number is sufficient description	37
d) Implicit easements	37
e) Easements	37
ARTICLE XVIII.....	37
DESTRUCTION OR DAMAGE	37
a) Sufficient Funds Available	37
b) Damage Less than 75%:.....	37
c) Damage 75% or More.....	38
d) Decision Not to Reconstruct.....	38
e) Management Committee Responsibilities	38
ARTICLE XIX.....	38
INSURANCE	38
a) Property Insurance	38
1) Hazard Insurance	38
i)	38
ii)	38
iii)	39
iv)	39
v)	39
vi)	39
2) Owner Responsible for Payment of Deductible.	39

i) 39	
3) Association’s Right to Not Tender Claims Under the Deductible	40
4) Notice Requirement for Deductible	40
5) Boiler Explosion Insurance.....	40
6) Flood Insurance.....	40
7) Identity of Insured Party	40
8) Mortgage Clause.....	41
9) Noncash Settlement	41
b) Fidelity Insurance	41
c) Liability Insurance.....	41
d) Directors and Officers Insurance	41
e) General Requirements Concerning Insurance.....	41
ARTICLE XX.....	42
MORTGAGE PROTECTION.....	42
a) Notification of Mortgagee	42
b) Subordination of liens	42
c) Mortgagee access to records	43
d) Adequate reserve fund.....	43
ARTICLE XXI.....	43
EMINENT DOMAIN	43
ARTICLE XXII.....	44
OBLIGATION TO COMPLY HEREWITH	44
ARTICLE XXIII	44
INDEMNIFICATION OF ASSOCIATION MEMBERS.....	44
ARTICLE XXIV	44
AMENDMENTS.....	44
a) 67% majority.....	44
b) Reassignment of Parking Stalls.....	44
ARTICLE XXV.....	45
CONSENT IN LIEU OF MEETING	45
a) Sixty-Day Time Limit	45
b) Subsequent Owners Cannot Revoke Consent.....	45
c) All Affected Owners Must Consent	45
ARTICLE XXVI.....	45
SERVICE OF PROCESS AND NOTICE.....	45
a) Recipient.....	45
b) Delivery of Notices	45

ARTICLE XXVII.....	46
SEVERABILITY	46
ARTICLE XXVIII.....	46
WAIVERS	46
ARTICLE XXIX	46
TOPICAL HEADINGS	46
ARTICLE XXX.....	46
LAW CONTROLLING and CONFLICTS.....	46
ARTICLE XXXI	46
EFFECTIVE DATE.....	46
ARTICLE XXXII.....	46
SIGNATURE PAGE.....	46
Appendix A:.....	48
Property Description.....	48
Appendix B:.....	49
Undivided Interest and Parking Allocation	49
Appendix C:.....	50
Units and Unit Parcel Numbers	50

This Amended and Restated Condominium Declaration for Wasatch Commons Condominiums supersedes and replaces the Condominium Declaration for Wasatch Commons Condominiums recorded on October 2, 1998 as Entry Number 7107865, in Book 8114 at Pages 2379 to 2438, except for Pages 2423 to 2434 with the Salt Lake County Recorder and all amendments thereto and prior versions thereof predating the recording of this Declaration ("Original Declaration"). The Original Declaration was made and executed on July 9, 1998 by Wasatch Cohousing, a Utah non-profit corporation, and Wasatch Commons CROWN, L.L.C., a Utah limited liability company, hereinafter collectively referred to as Declarant, for itself, its successors, grantees, and assigns, pursuant to the provisions of the Utah Condominium Ownership Act, Utah Code Annotated Title 57 Chapter 8, as the same now exists and as it may be from time to time amended.

ARTICLE I

RECITALS

At the time of the original filing, Declarant was the sole owner of that certain real property in Salt Lake City, Salt Lake County, Utah which is described in Appendix A hereto and made a part hereof by this reference.

Certain buildings and improvements have been constructed upon said property in accordance with the plans and drawings set forth in the Record of Survey Map filed concurrently with the original filing, consisting of 12 sheets, prepared by Peterson Engineering, Engineers and Surveyors, and certified by David D. Peterson, a registered land surveyor.

By the filing and recording of the Original Declaration and the aforesaid Record of Survey Map, the above-described real property and said buildings and other improvements constructed thereon were submitted to the provisions of the Utah Condominium Ownership Act as a Condominium Project known as WASATCH COMMONS CONDOMINIUMS.

As was the original intention, Declarant has sold the fee title to the individual units contained in said Condominium Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant thereto, to various purchasers, subject to the covenants, limitations, and restrictions contained herein.

NOW, THEREFORE, for such purposes, Declarant has made in 1998, and subsequent owners have duly amended in 2008, the following Amended and Restated Declaration containing covenants, conditions and restrictions relating to this Condominium Project which, pursuant to the provisions of the Utah Condominium Ownership Act, shall be enforceable equitable servitudes, where reasonable, and shall run with the land.

ARTICLE II

NAME AND DEFINITIONS

- a) **Name:** The name by which this Condominium Project shall be known is Wasatch Commons Condominiums.

b) Definitions: The terms used herein shall have the meaning as given them in this Section b) of Article II. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, male or female, shall in all cases be assumed as though in each case fully expressed.

- 1) The Act:** The term “the Act” shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated Title 57 Chapter 8, as the same now exists and as it may be from time to time amended.
- 2) Association:** The terms “Association” or “Association of Unit Owners” or “Wasatch Commons Association” or “Wasatch Commons Condominium Association” shall mean and refer to all of the Unit Owners taken as, or acting as, a group, in view of their respective percentage of undivided interest in the Common Areas and Facilities and otherwise, all in accordance with this Declaration, the Association's Articles of Incorporation, the Association's Bylaws, and any other Rules or Regulations promulgated pursuant thereto.
- 3) Bylaws:** The term “Bylaws” refers to the Bylaws of the Wasatch Commons Condominium Association recorded as Appendix D to the Original Declaration as Entry No. 7107865, in Book 8114 at Pages 2423 to 2434 with the Salt Lake County Recorder, and any amendments made thereto. Even though the Bylaws were an appendix to the Original Declaration, they remain in full force and effect until duly amended or replaced by an instrument recorded with the Salt Lake County Recorder.
- 4) Common Areas and Facilities:** The term “Common Areas and Facilities” shall mean and refer to:
 - (a) Land:* The land described in Appendix A hereto;
 - (b) Property Not Included in the Units:* That portion of the Property not specifically included in or as part of the respective Units as herein defined;
 - (c) Infrastructure:* All foundations, columns, girders, beams, supports, main walls, roofs, windows, halls, corridors, stairs, stairways, recreational areas and facilities, yards, gardens, fences, service and parking areas and in general all other apparatus, installations and other parts of the Property necessary or convenient to the existence, maintenance and safety of the Common Areas and Facilities or normally in common use;
 - (d) Specific Designation:* Those areas specifically set forth and designated in the Map as a “Common Area”; and
 - (e) Others:* All Common Areas and Facilities as defined in the Act, the Declaration and/or as designated in the Map whether or not expressly listed herein.
- 5) Common Expenses:** The words “Common Expenses” shall mean and refer to:
 - (a) Lawful Assessments:* All sums described in the Act, this Declaration, the Bylaws, or in the Rules and Regulations which are lawfully assessed against the Unit Owners or

any of them in accordance with the Act, this Declaration, the Bylaws, or such Rules and Regulations;

- (b) *Operating Expenses*: All expenses of operation, administration, maintenance, repair, and replacement of the Common Areas and Facilities, and all costs of common activities, including but not limited to, such aggregate sum as the Management Committee shall from time to time estimate, in its best judgment, is needed during each year or other appropriate time period to pay all budgeted expenses and other cash requirements arising out of or in connection with operation, administration, maintenance, repair, and/or replacement of the Common Areas and Facilities and the costs of carrying on common activities. The following is not exhaustive.
- (1) Costs of operation: all costs and expenses of operation of the Association, all costs of management of the Common Areas and Facilities, all costs of enforcement of the Act, this Declaration, the Bylaws, and the Rules and Regulations, all costs of repair and reconstruction of the Common Areas and Facilities, all costs and expenses of clubhouse or Common House and workshop, and the equipment and furnishings therefor, all cost of community activities for the Association members as defined in the Bylaws and authorized through the budget process, all insurance premiums, all utility services, all wages and salaries, all legal and accounting fees, all management fees, and all other expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the Bylaws and the Rules and Regulations thereunder;
 - (2) Payment of prior deficits: the payment of any deficit remaining from any previous year or time period;
 - (3) Reserve funds: the creation, maintenance or expansion of a reserve or contingency fund for the maintenance, repair and/or replacement of those Common Areas and Facilities that require major maintenance, repair or replacement from time to time, and/or for unforeseen emergencies; and
 - (4) Others: all other costs and expenses relating to the Project;
- (c) *Expenses Agreed to be Common Expenses*: Expenses agreed upon as Common Expenses by the Association;
- (d) *Expenses rightfully declared to be Common Expenses*: All other expenses declared to be Common Expenses by the Act, this Declaration, the Bylaws, or the Rules and Regulations.
- 6) **Condominium Project**: The words "Condominium Project" or sometimes the "Project" shall mean and refer to the entire Property, as defined above, together with all rights, obligations and organizations established by this Declaration.
- 7) **Declarant**: The word "Declarant" shall mean Wasatch Cohousing, a Utah non-profit corporation, and Wasatch Commons CROWN, L.L.C., a Utah limited liability company, who made and executed the Original Declaration.

- 8) **Declaration:** The word “Declaration” shall mean this instrument by which Wasatch Commons Condominiums is established as a Condominium Project and any amendments duly made thereto.
- 9) **Management Committee:** The words “Management Committee” shall mean and refer to the governing board of the Association, appointed or elected in accordance with the Declaration, the Articles of Incorporation of the Association, and the Bylaws of the Association. Said Management Committee is charged with and shall have the responsibility and authority to enforce all of the reasonable Rules and Regulations covering the operation and maintenance of the Project.
- 10) **Map:** The word “Map” shall mean and refer to the Record of Survey Map of Wasatch Commons Condominiums recorded herewith by Declarant, and as it may be from time to time amended.
- 11) **Mortgage:** The word “Mortgage” shall mean and include both a mortgage on any Condominium Unit and a deed of trust on any Condominium Unit.
- 12) **Mortgagee:** The word “Mortgagee” shall mean and include both the mortgagee under a mortgage on any Condominium Unit and the beneficiary under a deed of trust on any Condominium Unit.
- 13) **Property:** The word “Property” shall mean and include the land, as more fully described in Article V and in Appendix A hereto, the buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.
- 14) **Unit:** The word “Unit” shall mean and refer to one of the Units which is part of the Project and which is designated as a Unit on the Map.
- 15) **Unit Number:** The words “Unit Number” shall mean and refer to the letter, number or combination thereof designating the Unit in the Declaration and in the Map.
- 16) **Unit Owner:** The words “Unit Owner” or “Owner” shall mean the person or persons owning a Unit in Wasatch Commons Condominiums in fee simple and an undivided interest in the fee simple estate of the Common Areas and Facilities as shown in the records of the County Recorder of Salt Lake County, Utah. The term “Unit Owner” or “Owner” shall not mean or include a Mortgagee or a beneficiary or trustee under a deed of trust unless and until such a party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
- 17) **Utility Services:** The words “utility service” shall include, but not be limited to, water, electric power, gas, garbage and sewage disposal services which are not separately metered and billed to individual Units by the utility or other party furnishing such services.
- 18) **Personal Participation:** Wasatch Commons values community interactions and requires each adult resident to participate personally in the maintenance and shaping of the community. If such participation is not forthcoming, the Association has the option to impose monetary fines on the owners of the Units where the non-participating

individuals reside. The amount and scope of participation activities and the level of these fines shall be defined in the Rules and Regulations. It cannot be more than three times the minimum wage per hour of work not performed. Such fines are subject to a monthly cap, and the recipients of these fines have the right to appeal as defined in Section 57-8-37 of the Act, or any amendments made thereto.

19) Rules and Regulations: The Management Committee shall have the power to adopt and establish by resolution, such Project management, operational, administrative, and/or house rules and regulations as it may deem necessary for the maintenance, operation, management, and control of the Project, so long as sixty-seven (67%) of the undivided interest in the Common Areas and Facilities present, in person or by proxy, at a meeting duly called and established for such purpose so consents and approves. If it is impractical to obtain owner consent and approval in order to deal with a situation in a timely manner, the Management Committee may adopt temporary rules which must be reviewed by the Association at the first opportunity, but no longer than three (3) months from the time such temporary rules are established.

20) Roof Decks: Roof Decks are the decks on top of and appurtenant to Units 1, 5, 11, 15, 16, 18, and 20--26.

c) Definitions from the Act: Those definitions contained in Section 57-8-3 of the Act, to the extent they are applicable hereto and not inconsistent herewith, shall be and are hereby incorporated herein by reference and shall have the same effect as if expressly set forth herein and made a part hereof.

ARTICLE III

SUBMISSION TO CONDOMINIUM OWNERSHIP

In 1998, the Declarant submitted the above-described Property, tract of land, buildings, and other improvements constructed thereon together with all appurtenances thereto, to the provisions of the Act as a Condominium Project, and the Declarant also submitted the Original Declaration in accordance with the terms and the provisions of the Act to be construed in accordance therewith. It was the intention of Declarant that the provisions of the Act should apply to the Property and the Project. The submission of the land to the condominium form of ownership remains effective through this Declaration.

ARTICLE IV

COVENANTS TO RUN WITH THE LAND

This Declaration contains covenants, conditions, and restrictions relating to the Property and the Project which are and shall be enforceable equitable servitudes which shall run with the land and be binding upon Declarant, its successors and assigns and upon all Unit Owners or subsequent Unit Owners, and their grantees, mortgagees, successors, heirs, personal representatives, administrators, devisees, lessees, guests, invitees, and assigns.

ARTICLE V

DESCRIPTION OF PROPERTY

- a) **Description of Land:** The land is that tract or parcel in Salt Lake County, Utah more particularly described in Appendix A of this Declaration.
- b) **Description of Improvements:** The buildings containing the Units which comprise the Condominium Project are constructed in accordance with the information contained in the Map. All buildings, with the exception of the clubhouse or Common House, Unit 19, and the Workshop, are of structural insulated panel construction with reinforced concrete foundation. The Project consists of twenty six (26) Condominium Units in a combination of single homes, duplexes, triplexes and fourplexes. The Project includes a combination of covered and open parking areas with private and common storage located in the covered parking areas as well as a common workshop area. The Project further includes a clubhouse or Common House comprising a banquet area and cooking facilities therefor, laundry facilities, and various meeting and function rooms for the use of the Unit Owners and their families, servants, guests and lessees pursuant to the Act, this Declaration, the Bylaws and any other Rules and Regulations.
- c) **Description and Legal Status of Units:** The Map and Appendix B hereto shows the Unit Number of each Unit, its location, its appurtenant Limited Common Areas and Facilities and the Common Areas and Facilities to which it has access. All Units shall be capable of being independently owned, encumbered and conveyed. Each Unit shall include that part of the building containing the Unit which lies within the boundaries of the Unit, which boundary shall be determined in the following manner:
 - 1) **Unit Boundaries:** The boundary lines of each Unit are the undecorated and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, and the exterior surfaces of windows, window frames, doors, including sliding glass doors, door frames, and trim. Each Unit shall also include both the portions of its building that are not Common Areas and Facilities within such boundary lines and the space so encompassed.
 - 2) **Interior Fixtures:** Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors, and ceilings, non-supporting interior walls and all utility pipes, conduits, lines, systems, fixtures and appliances found within the boundary lines of the Unit or servicing only that Unit.
 - 3) **Doors, Windows, HVAC, Lights:** Further without limitation, the following items shall also be deemed part of a Unit: the door to a Roof Deck, balcony, or deck or patio adjacent a Unit; the front entrance door and any other entrance door to the Unit; all windows, window screens and coverings; the interior ceilings and floors within the Unit; all of the heating, air-conditioning and evaporative cooling components, machinery, piping and duct work located within the boundaries of a Unit or serving only one Unit; and all space, interior partitions and ceilings, and any and all other fixtures and improvements, including, without limitation, lighting, communication and other electrical fixtures and

facilities, sinks, bathtubs and other plumbing fixtures and facilities, refrigerators, ovens and any other appliances within the Unit boundaries or serving only one Unit.

- 4) Service Ducts and Pipes:** In addition, if any chutes, pipes, flues, ducts, conduits, wires or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one Unit or any portion of the Common Areas and Facilities shall be deemed a part of the Common Areas and Facilities.
- d) Common Areas and Facilities:** Except as provided otherwise in this Declaration, or as provided in the Map, the Common Areas and Facilities shall consist of the areas and facilities described in the definitions and constitute in general all of the parts of the Property except for the Units. Without limiting the generality of the foregoing, the Common Areas and Facilities shall include the following, whether located within the bounds of a Unit or not:
- 1) Structural Parts:** all structural parts of the buildings including, without limitation, foundations, columns, joists, beams, supports, supporting walls, floors, ceilings, and roofs;
 - 2) Shared Areas:** driveways, parking areas, common workshops, lawns, shrubs, entrance ways, exterior stairways, service areas, the clubhouse or Common House and all rooms, areas and facilities associated therewith, and any recreation areas with their related facilities;
 - 3) Infrastructure:** any utility pipe or line or system servicing more than a single Unit, and all ducts, wires, conduits, piping and other accessories used therewith;
 - 4) Equipment:** all equipment and other personal property which is used in connection with or as a part of the Common Areas and Facilities, including, but not limited to, lawn mowing equipment, gardening equipment, tools, and clubhouse or Common House furnishings and equipment;
 - 5) Other Property:** all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities in the Map; and
 - 6) Replacements:** all repairs, repaired items and replacements of, or relating to, any of the foregoing.
- e) Limited Common Areas and Facilities:** Limited Common Areas and Facilities mean and include those portions of the Common Areas and Facilities reserved for the use of certain Units to the exclusion of other Units. The Limited Common Areas and Facilities shall be the assigned parking stalls and storage areas as set forth in Appendix B, as well as all balconies and Roof Decks that are immediately adjacent to and contiguous with, and/or otherwise appurtenant to, the Units, and any yard areas, porches, decks and patios as more particularly identified in the Map. The use, occupancy, maintenance and repair of the designated Limited Common Areas and Facilities shall be reserved to its associated Unit and each Unit Owner is hereby granted an irrevocable license to use, occupy, maintain, and repair said Limited Common Areas and Facilities.

ARTICLE VI

STATEMENT OF PURPOSE AND RESTRICTIONS ON USE

- a) **Purpose:** The purpose of the Condominium Project is to provide residential housing space for Unit Owners, their families, servants, guests, and lessees and to provide parking, gardening, and recreational space and facilities for use in connection therewith, all in accordance with the provisions of the Act. Any restrictions and duties relating to Unit Owners pursuant to this Declaration, Bylaws, and Rules and Regulations shall likewise apply to their families, servants, guests, invitees, lessees, and any and all other occupants or visitors of the Units and/or the Project.
- b) **Restrictions:** The Units, Limited Common Areas and Facilities and Common Areas and Facilities shall be used and occupied as hereinafter set forth:
- 1) **Units are Private Residences:** Each of the Units shall be occupied only by the Unit Owner(s), their family, servants, guests, or lessees as a residence. Without the prior written consent of the Management Committee, no Unit shall at any time be occupied by more than two persons, including children, per bedroom of such Unit. The Common Areas and Facilities shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners, their families, servants, guests, or lessees.
 - 2) **Compliance with Laws and Insurance Coverage:** Nothing shall be done or kept in any Unit, in the Limited Common Areas and Facilities, or in the Common Areas and Facilities which will increase the rate of insurance on the buildings or contents thereof beyond that customarily applicable for residential use, or will result in the cancellation of insurance on the buildings or the contents thereof, without the prior written consent of the Management Committee. No Unit Owner shall permit anything to be done or kept in his /her Unit, in the Limited Common Areas and Facilities, or in the Common Areas and Facilities which is in violation of any law, ordinance, or regulation of any governmental authority. All Units shall have functioning smoke detectors, carbon monoxide detectors, and fire extinguishers.
 - 3) **Exterior Attachments:** No Unit Owner shall cause or permit anything (including, but not limited to, an awning, canopy, shutter, solar panel, or telecommunication antenna) to hang, to be displayed, be visible or otherwise be placed on the exterior walls or roof of any building or any part thereof, or on the outside of windows or doors, without the prior written consent of the Management Committee or its designee. The review of antenna installation plans must be directed by guidelines in the Bylaws or in specific Rules and Regulations which shall be in accordance with Code of Federal Regulations, Part 1, Subpart S, Section 1.4000 of Title 47, the so-called OTARD ruling, and applicable FCC rules.
 - 4) **Nuisance:** No noxious or offensive activity or nuisance shall be carried on in any Unit, Limited Common Areas and Facilities associated therewith, or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Unit Owners or occupants.

- 5) **Structural Integrity:** Nothing shall be done in, on, or to any Unit or in, on, or to the Limited Common Areas and Facilities, and/or the Common Areas and Facilities which would impair the structural integrity of the buildings or any part thereof or which would structurally change, alter, or damage the buildings or any part thereof except with the prior written consent of the Management Committee or its designee as is otherwise expressly provided for herein.
- 6) **Assigned Parking:** Each assigned parking stall shall be used by the Unit Owner(s), their family, servants, guests, or the Association's or Association resident's lessees only for the parking or storage of operable and currently registered motor vehicles, or such other items as the Management Committee or its designee may approve a priori in writing.
- 6A) **Vehicles Leaking Fluids Are Not Allowed on the Property:** No vehicle is permitted on the Condominium Project which leaks oil, brake fluid, transmission fluid, or other fluids.
- 7) **No Storage in Common Areas:** A Unit Owner shall not obstruct the Common Areas and Facilities. A Unit Owner shall not place or store anything within the Common Areas and Facilities without the prior written consent of the Management Committee or its designee except in the Limited Common Areas and Facilities appurtenant to his/her Unit specifically designated or approved by the Management Committee or its designee for storage of the items in question.
- 7A) **Central Path Area Reinforced and Clear for Emergency Access:** The ground next to the central pathway is reinforced with buried "grassy pavers" to support emergency vehicles driving across when needed. No obstacles must be placed on this area, the vegetation must be kept low, and the pavers themselves must not be removed. In particular, for-sale signs must not be placed along the central pathway.
- 8) **Cleanliness:** A Unit Owner shall keep his/her yard, patio, balcony, and deck clean and slightly at all times and shall not use said yard, patio, balcony, and deck for storage purposes except with the prior written consent of the Management Committee or its designee.
- 9) **Alteration of Limited Common Areas:** Except for the normal or approved use or maintenance thereof, a Unit Owner shall not alter, construct in, or remove anything from the Limited Common Areas and Facilities or Common Areas and Facilities, except with the prior written consent of the Management Committee or its designee.
- 10) **Rules and Regulations are Binding:** A Unit Owner shall not violate any of the Rules and Regulations for the use of Units, Common Areas and Facilities, or Limited Common Areas and Facilities adopted by the Management Committee on behalf of the Association following the procedures defined in Article II b) 19).
- 11) **No Water Furniture:** Water beds, chairs, spas, hot-tubs, fountains, pools, or other water furniture are not permitted in any Unit. Nothing shall be done to store, impound, or detain water, or utilize recreational or ornamental plumbing mechanisms, except for the purposes of culinary water usage or for small fountains and/or aquariums. Nothing in the section shall be construed to limit a Unit Owner's ability to install and utilize

reasonably sized spas, hot-tubs, fountains, or pools as part of the bathroom fixtures in a Unit.

ARTICLE VII

OWNERSHIP AND USE

- a) **Ownership of a Unit:** Except with respect to any of the Common Areas and Facilities located within the bounds of a Unit, each Unit Owner shall be entitled to the exclusive ownership and possession of his/her Unit and to the ownership of an undivided interest in the Common Areas and Facilities in the percentage expressed in Appendix B.
- b) **Nature of and Restrictions on Ownership and Use:** Each Unit Owner shall have and enjoy the rights and privileges of fee simple ownership of his/her Unit. Except as otherwise provided herein, there shall be no requirements concerning who may own Units, it being intended that they may and shall be owned as any other property rights by persons, corporations, partnerships, or trusts or in the form of common tenancy. The Unit Owners may lease or rent their Units with their appurtenant rights subject to terms and conditions described herein.
- c) **Prohibition against Subdivision of Unit:** Except as provided for in Article IX below, no Unit Owner, by deed, plat or otherwise, shall subdivide or in any manner cause his/her Unit to be separated into physical tracts or parcels smaller than the whole Unit as shown on the Map.
- d) **Ownership of Common Areas and Facilities:** The Common Areas and Facilities contained in the Project are described and identified in Article V, Section d) of this Declaration. Said Common Areas and Facilities shall be owned by the Unit Owners as tenants in common. No percentage of undivided ownership shall be separated from the Unit to which it is appurtenant; and, even though not specifically mentioned in the instrument of transfer, such a percentage of undivided ownership interest shall automatically accompany the transfer of the Unit to which it relates. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units contained in the Project. The percentage of undivided ownership in the Common Areas and Facilities shall be as set forth in Section f) hereinbelow and in Appendix B attached hereto. Said percentage of undivided ownership shall apply and be for all purposes, including voting and the allocation of Common Expense assessments among the Unit Owners.
- e) **Use of Common Areas and Facilities:** Except with respect to Limited Common Areas and Facilities, each Unit Owner may use the Common Areas and Facilities in accordance with the purpose for which they are intended, but subject to the Declaration, the Bylaws and all other Rules and Regulations. This right of use shall be appurtenant to and run with each Unit.
- f) **Computation of Undivided Interest:** Each Unit's percentage of undivided ownership interest in the Common Areas and Facilities is computed on the basis of a "par value" consisting of two parts. Half of the total par value is allocated in equal parts to all Units, and the other half is proportional to the size of the Units with certain adjustments, as computed in Appendix B. Said ownership interest is appurtenant to each Unit. A Unit Owner's percentage of ownership

interest in the Common Areas and Facilities shall apply for all purposes, including voting and the assessment of Common Expenses.

- g) Mortgage Information:** Each Unit Owner shall, within thirty (30) days of purchasing his/her Unit, provide to the Management Committee the name and contact information of all lenders holding a Mortgage or similar encumbrance against the Unit, regardless of whether the lender is a banking institution, a private party, a public entity, an individual, or of any other character or nature. All persons who are current Unit Owners at the time that these provisions are adopted shall provide the foregoing information to the Management Committee within thirty (30) days of adoption of these provisions.

ARTICLE VIII

LEASING OR RENTAL OF UNITS

- a) Tenants Must Comply with Declaration:** All lessees, tenants, invitees, and other non-Unit Owner occupants of a Unit shall comply in all respects with the provisions of the Declaration, Bylaws, and all Rules and Regulations. All leases, rental, and other agreements shall be in writing and so clearly state, as well as that failure of the lessee, tenant or other occupant to comply with the terms of said documents shall be a default under the lease, rental and/or any other agreement and such default, if not cured, shall give the Landlord or the Association authority to evict the tenant.
- b) Tenant Information and Obligations:** A Unit Owner desiring to lease or rent a Unit for any amount or period of time, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease to a potential lessee or renter of the Unit and, at the same time, shall supply the Association with a copy of his/her Salt Lake City rental business license and a copy of the lease form (which need not include the name of the prospective new tenant) for the Association's review of the form's compliance with this Article VII of the Declaration. Together with the lease, the lessee shall also sign a lease addendum with the Association obligating him or her to follow the Declaration, Bylaws, and all other Rules and Regulations of the Association. The Association will receive and retain copies of all signed leases. The Association will also at that time require that the prospective lessee or renter, before executing a lease for a Unit in the Condominium Project, understand the operation of the Condominium Project and therefore meet with the Management Committee or its designee, tour the Condominium Project, and receive such information concerning the operation of the Condominium Project and the obligations of a lessee of a Unit therein as the Association determines is appropriate.
- c) Recourse for Tenant's Noncompliance:** If the Association determines that a lessee, tenant or other non-Unit Owner occupant has failed to comply with any of the conditions of any of the documents discussed in section a) hereinabove, the Association may, at its option and without waiving any rights if it does not, take the following actions:
- 1) Notification of Unit Owner:** The Association may notify the Unit Owner as provided in Article XXVII advising him of the alleged violation by the lessee, tenant, or other occupant.

- 2) Resolution by Unit Owner:** The Unit Owner would then have twenty (20) days after receipt of such notice to investigate and correct the alleged breach by the lessee, tenant, or other occupant and correct the alleged breach, advise the Association that a violation has not occurred, or otherwise amicably settle the situation with all concerned.
- 3) Eviction of Tenant:** If after twenty (20) days the Association believes that the alleged breach is not cured, may be repeated, or its solution has not been satisfactorily settled on, it may institute on its own behalf or derivatively by the Unit Owner on behalf of the Association an action for eviction against the lessee, tenant or other occupant of the Unit and simultaneously, or separately, one for money damages against the same and the Unit Owner for breach of the condition(s) in question. The relief provided for in this section may be by summary proceedings and the Association may hold any or all of the parties involved liable for any and all damages caused by the lessee, tenant, or other occupant of the Unit in question or by any of their family, servants, guests, or invitees.
- d) Tenant to Pay for Unit Owner's Arrears:** If a Unit Owner is in arrears to the Association for any Common Expense, other assessment(s), fine(s), and/or any other fees or costs, the Association may give written notice of the arrearage to the lessee, tenant, or other occupant occupying the Unit in question and the lessee, tenant, or other occupant shall, after receiving the notice, deduct from his/her rental or lease payments due to the Unit Owner the arrearage and future assessment(s) and fine(s) as they fall due and pay them to the Association. These deductions shall not constitute a breach of the lease, rental, or other agreement by the lessee, tenant, or other occupant of the Unit in question.
- e) Long -Term Rentals:** No Unit Owner is permitted to lease or rent his/her Unit for transient or hotel purposes or for an initial term of less than six (6) months without prior, written approval from the Management Committee. Notwithstanding these restrictions, it is permitted to time the lease(s) in such a way that they end at a time that is appropriate to the Lessee's or Unit Owner's needs, such as the end of the school year. Rentals for one continuous period of more than twelve months require the prior written permission of the Management Committee. No Unit Owner is permitted to list his/her Unit on Air BNB, VRBO, or any other similar short term rental or exchange website or service without obtaining prior, written approval from the Management Committee. The Management Committee shall review the status of all rentals on at least an annual basis to determine whether the rental is still authorized.
- f) Rentals May be Regulated:** Without prior written approval by the Management Committee, newly purchased Units cannot be rented to new tenants until being occupied by the new Unit Owner for at least two years. Notwithstanding the foregoing, any Unit Owner who already lives in a Unit in the Association at the time of purchasing a second Unit in the Association shall be exempt from this provision as to his/her second Unit. No member of the Association shall be permitted to have any of the following types of interest in more than two (2) Units simultaneously:
- 1)** A vested ownership interest, meaning full ownership or partial-ownership of a unit by virtue of a deed or a substantially similar legal instrument recorded on county records and declaring the person to be a full or partial-owner of the unit;

- 2) A lender-related interest, meaning a financial interest in the unit by virtue of a loan given by the person to the unit owner for the purpose of funding any obligations owed in relation to the unit, whether such loan is secured or unsecured;
- 3) An estate-related interest, meaning that the person is a party in an estate-planning instrument that is the owner of record of the unit, whether the person is a trustee, successor trustee, trustor, beneficiary, or executor named in such estate-planning instrument, a personal representative of the estate that is the owner of record of the unit, or any other substantially similar party in relation to such estate or estate-planning instrument;
- 4) A family-related interest, meaning that the person is a parent, child, sibling, aunt, uncle, niece, nephew, or spouse of the unit owner;
- 5) A business-related interest, meaning that the person is an officer, director, a controlling member, or a voting member of a business entity that is the record owner of the unit.

A member may not engage in tactics to avoid or obstruct the requirements of this section.

- g) **Possible Requirements:** Unit Owners whose Units are for rent must comply with the Salt Lake City requirement that they or their property manager or management company have a business license. The Association may require that landlords also participate in Salt Lake City's Good Landlord Program or similar programs, or that the rental of Units be conducted through the Association or a designated management company, or may require that all lease agreements be reviewed and approved by the Association or the management company, or may require that any tenants be screened and approved by the Association or the manager or management company prior to renting the Unit. Along with these requirements, the Association has to define when and how the required information has to be submitted, and how long the Association has to give such an approval. The approval of the Association or the management company shall not be unreasonably withheld.
- h) **Written Lease Agreement:** Prior to renting any Unit, the Unit Owner and tenant shall execute a written lease agreement which shall include the following provisions:
 - 1) **Condominium Rules:** The tenant shall agree to comply with all of the terms and conditions of the Condominium Declaration, Bylaws, and Rules and Regulations;
 - 2) **Nuisance:** The tenant shall agree not to allow or commit any nuisance, waste, unlawful, or illegal act upon the premises; and
 - 3) **Association is Third Party in Rental Agreements:** The Unit Owner and the tenant shall acknowledge that the Association is an intended third party beneficiary of the lease agreement, that the Association shall have the right to enforce compliance with the Condominium Declaration, Bylaws, and Rules and Regulations and to abate any nuisance, waste, unlawful or illegal activity upon the premises, and that the Association shall be entitled to exercise all of the Owner's rights and remedies under the lease agreement to do so.
 - 4) **Management Committee to Know Names of All Tenants:** Prior to a tenant's occupancy of a Unit, the Unit Owner must provide to the secretary or, if the secretary is unavailable,

at least one other member of the Management Committee the name, address and telephone number of the tenant(s) and a copy of the written lease agreement.

- 5) **Enforcement of Declaration, Bylaws, and Rules and Regulations:** The Association shall have the right and the obligation to enforce compliance with the Condominium Declaration, Bylaws, and Rules and Regulations against any Unit Owner and/or occupant of any Condominium Unit, and shall have all rights and remedies as a third party beneficiary under any lease agreement to enforce such compliance.
- 6) **Enforcement of Rules and Regulations:** Following the procedure defined in Article II b) 19) of the Condominium Declaration, the Association may make rules and regulations governing the care, maintenance and use of the Condominium Project. The Association may take any judicial or other action against any Unit Owner and/or occupant of a Unit to enforce compliance with such rules and regulations or other obligations of a Unit Owner and/or occupant of a Unit, or to obtain damages for noncompliance therewith, all as permitted by law. In the event of such judicial or other action, the Association shall be entitled to recover its costs, including reasonable attorney's fees, from the offending Unit Owner and/or occupant.
- 7) **Association not Landlord:** Nothing in this Article VIII shall be construed to impose upon the Association the duties, responsibilities, or liabilities of a landlord under Utah law.
- i) **Landlord Insurance:** Any Unit Owner leasing his/her Unit shall be required to maintain landlord insurance of at least fifty-thousand dollars (\$50,000) for the entire duration of the lease.

ARTICLE IX

COMBINATION OR SEPARATION OF UNITS

- a) **Combination Possible and Reversible:** An Owner(s) of one or of two or more adjoining Units or of adjoining Units previously combined, shall have the right, upon the approval of the Mortgagees of said Unit(s) and from Unit Owners representing at least sixty-seven percent (67%) of the entire undivided interest in the Common Areas and Facilities, to combine or separate one or two or more adjoining Units or portions thereof and to alter or amend the Declaration and Map to reflect such combination or separation.
- b) **Legal Costs Borne by Owner of Combined Units:** Such amendments may be accomplished by the Unit Owner(s) recording an amendment or amendments to this Declaration, together with an amended Map or containing the same information with respect to the altered Units as required in the initial Declaration and Map with respect to the initial Units. All costs and expenses required in such amendments shall be borne by the Unit Owner(s) desiring such combination or separation.
- c) **Legal Assistance for Management Committee:** All such amendments to the Declaration and Map must be approved by attorneys employed by the Management Committee to insure the continuing legality of the Declaration and the Map. The cost of such review by the attorneys shall be borne by the Unit Owner(s) wishing to combine or separate the Units.

- d) **Changes in Undivided Interest:** Any amendment of the Declaration or Map pursuant to this Article IX shall reflect the changes occasioned by the alteration. Such changes shall include a change in the percentage of undivided interest in the Common Areas and Facilities which are appurtenant to the Unit or Units involved in the alterations. The remaining combined Unit, if two or more Units are totally combined, will acquire the total of the percentage of undivided interest in the Common Areas and Facilities appurtenant to the Units that are combined as set forth in Appendix B. If a portion of one Unit is combined with another, the resulting Units shall acquire a proportionate percentage of the total undivided interest in the Common Areas and Facilities of the Units involved in the combination on the basis of area remaining in and between the respective, combined Units. If a Unit or a previously combined Unit is separated into two Units the resulting Units shall acquire a proportionate percentage of the total undivided interest in the Common Areas and Facilities of the original Unit or combined Unit on the basis of floor area in the two resulting Units. The percentage of undivided interest in the Common Areas and Facilities appurtenant to all other Units shall not be changed with respect to any combination or separation unless such a change is consented to and approved by the Management Committee and by at least sixty-seven percent (67%) of the entire undivided ownership interests in the Common Areas and Facilities.

ARTICLE X

ASSOCIATION OF UNIT OWNERS AND MANAGEMENT

- a) **Wasatch Commons Condominium Association:** The persons or entities who are at the time of reference the Unit Owners constitute an incorporated association which is a legal entity, the characteristics and nature of which are determined by the Act, the Declaration, its Articles of Incorporation which are enclosed herewith as Appendix C, its Bylaws which are enclosed herewith as Appendix D and any other Rules or Regulations promulgated pursuant thereto. The name in which contracts shall be entered into; title to property shall be acquired, held, dealt in and disposed of; bank accounts shall be opened; and suits shall be brought and defended by the Management Committee or officers thereof on behalf of and as agents for the Unit Owners in the manner specified by the Act, this Declaration, the Articles of Incorporation or the Bylaws is: "Wasatch Commons Condominium Association", an incorporated Association of Unit Owners under the Utah Condominium Ownership Act defined above as simply "the Act" and the Utah Revised Non-Profit Corporation Act.
- b) **Management Committee:** The management and maintenance of the Property and the business, property, and affairs of the Wasatch Commons Association shall be managed by a Management Committee consisting of five (5) members who shall be Unit Owners. The Management Committee shall be elected as provided for in the Bylaws. All agreements and determinations with respect to the Property lawfully made or entered into by the Management Committee shall be binding upon all of the Unit Owners and their successors and assigns.
- c) **Management Committee Rights and Duties:** The Management Committee shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by the Act, Utah

Revised Nonprofit Corporation Act, this Declaration, and Bylaws, including, but not limited to, the following:

- 1) Enforcement of Rules and Regulations:** To enforce all Rules and Regulations covering the operation and maintenance of the Property, as adopted by the Management Committee on behalf of the Association following the procedures defined in Article II b) 19) including by assessing fines for violations of the same.
- 2) Hire professionals:** As more fully set forth below in Section d) of this Article X, to engage the services of a manager or managing company, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation therefor; provided, however, that any management agreement may be terminable by the Management Committee for cause upon thirty (30) days written notice and that the term of any said management agreement may not exceed one year, although it may be renewable by agreement for successive one-year periods.
- 3) Property manager for Common Areas:** To operate, maintain, repair, improve and replace the Common Areas and Facilities, including the entering into of agreements for the use and maintenance of the Common Areas and Facilities and adjacent, contiguous property for the benefit of the Association.
- 4) Pay bills:** To determine and pay the Common Expenses.
- 5) Collect dues:** To assess and collect the proportionate share of Common Expenses from the Unit Owners.
- 5a) Enforce the Participation Requirement:** Keep records of the personal participation as defined in Article II b) 18) and, if necessary, assess fines for non-participation.
- 6) Contracts:** To enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- 7) Bank accounts:** To open bank accounts on behalf of the Association and to designate the signatories therefor.
- 8) Property ownership:** To purchase, hold, sell, convey, mortgage, or lease any one or more Units in the name of the Association or its designee.
- 9) Litigation:** To bring, prosecute, and settle litigation for itself, the Association, and the Property, provided that it shall make no settlement which results in a liability against the Management Committee, the Association, or the Property in excess of \$5,000 without the prior consent and approval from at least fifty-one percent (51%) of the entire undivided ownership interests in the Common Areas and Facilities.
- 10) Insurance:** To obtain insurance for itself (Directors and Officers coverage) or the Association with respect to the Units and the Common Areas and Facilities, as well as workmen's compensation insurance.
- 11) Repair damage to property:** To repair or restore the Property following damage or destruction in keeping with the provisions set forth in Article XIX, or following a

permanent taking by the power or powers in the nature of eminent domain or by an action or deed in lieu of condemnation, not resulting in the removal of the Property from the provisions of the Act.

- 12) Equipment:** To own, purchase, or lease, hold and sell or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Management Committee and in the operation of the Property, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances, and office supplies.
- 13) Bookkeeping:** To keep adequate books and records, for instance ownership records as set forth in Article XI a).
- 14) Other:** To do all other acts necessary for the operation and maintenance of the Property, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Property.
- d) Management Committee Delegation:** The Management Committee, after obtaining consent and approval from at least sixty-seven percent (67%) of the undivided interests in the Common Areas and Facilities present, in person or by proxy, at a meeting duly called and established for such purpose, may delegate to a manager or managing company all of its foregoing powers, duties and responsibilities referred to in this Article X, Section c) above except: the final determination of Common Expenses, budgets and assessments based thereon; the promulgation of Rules and Regulations; the power to enter into any contract or debt instrument involving more than \$5,000 in any one fiscal year; the opening of bank accounts; the power to purchase, hold, sell, convey, mortgage, or lease any Units in the name of the Association or to bring, prosecute and settle litigation. All such reserved actions will need the advice and affirmative consent and approval of at least a sixty-seven percent (67%) of the undivided interests in the Common Areas and Facilities present, in person or by proxy, at a meeting duly called and established for such purpose.
- e) Officer Liability:** Members of the Management Committee and the members, officers and any assistant officer, agents and employees of the Association 1) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; 2) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; 3) shall have no personal liability in tort to any Unit Owner or any person or entity direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, or acts performed for them in their capacity as such; and 4) shall have no personal liability arising out of the use, misuse or condition of the Property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.
- f) Indemnification of Management Committee:** The Unit Owners shall indemnify and hold harmless, any person, his/her heirs and personal representatives, from and against all personal liability and all expenses including reasonable attorney's fees, incurred or imposed,

or arising out or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Unit Owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Management Committee, any other Association committee or an officer or assistant officer, member, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his/her willful misconduct or bad faith, provided, in the case of any settlement, that the Management Committee shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Management Committee, or otherwise. The indemnification by the Unit Owners as contained herein shall be paid for by the Management Committee on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

- g) Rights of Association:** The Association may exercise any right or privilege given to it expressly by the Declaration, Bylaws or by law, and every other right or privilege reasonably implied from the existence of any such right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

ARTICLE XI

CHANGES IN UNIT OWNERSHIP

- a) Management Committee to Keep Ownership Records:** The Management Committee shall maintain up-to-date records showing the name of each person who is a Unit Owner, the address of such person, and the Unit which is owned by such person. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Management Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Salt Lake County, Utah. The Management Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Management Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Salt Lake County, Utah. The address of a Unit Owner shall be deemed to be the address of the Unit owned by such person unless the Management Committee is otherwise advised in writing by the Unit Owner. The Unit Owner has responsibility to inform the Management Committee of any address changes. As necessary hereunder, the Association shall notify each insurance company that has issued an insurance policy under Article XX of the name and address of a new Unit Owner and request that the new Unit Owner be made a named insured under such policy.
- b) Information for Prospective Purchasers:** In order that prospective purchasers of Units understand the operation of the Condominium Project before purchasing a Unit, the Management Committee will require that any prospective purchaser, before executing a non-rescindable purchase agreement for a Unit, meet with the Management Committee or its designee, tour the Condominium Project and receive such information concerning the

operation of the Condominium Project and the obligations of being a member of the Association as the Management Committee determines is appropriate, in addition to receiving the information required by the Act. At least two weeks before closing of the sale or other transfer of a Unit, the Owner of that Unit shall notify the Management Committee in writing of 1) the Unit being sold; 2) the name and address of the purchaser, the closing agent, and the title insurance company insuring the purchaser's interest; and 3) the expected closing date. The Management Committee shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and any other charges, fines, costs, and/or fees outstanding against the Unit, whether or not such information is requested. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and of that Unit Owner's name and address.

- c) **Federal Fair Housing Applies:** All Unit sales and any and all other changes of ownership and/or occupancy of the Units in the Condominium Project are subject to the Federal Fair Housing Act which makes it illegal to discriminate on the basis of any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation or discrimination.

ARTICLE XII

VOTING – MULTIPLE OWNERSHIP

As required by the Act, the vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Unit. In the event there is more than one Owner of a particular Unit, the vote relating to such a Unit shall be exercised as such Owners may determine among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

ARTICLE XIII

MAINTENANCE OBLIGATIONS OF ASSOCIATION AND UNIT OWNERS

- a) **Maintenance of Common Areas and Facilities:** The maintenance, alteration, replacement, and repair of the Common Areas and Facilities shall be the responsibility of the Management Committee and the cost thereof shall be a Common Expense. The Management Committee, by way of other appropriate special committees or otherwise, shall provide for such maintenance and operation of the Common Areas and Facilities as may be reasonably necessary to keep them clean, functional, attractive, and generally in good condition and repair. The Management Committee shall also maintain, alter, replace, and repair all roads, parking and storage areas and walkways and conduits, ducts, plumbing and wiring and other facilities for the furnishing of heat, gas, light, power, air conditioning, water, and sewer contained in the portions of the Units that service part or parts of the Property other than the Unit in which they are contained. All incidental damages caused to a Unit by the

maintenance, alteration, replacement and repair of the Common Areas and Facilities or utility services shall be repaired promptly as a Common Expense.

- b) Maintenance of Units is Owner's Responsibility:** Each Owner of a Unit at his/her own expense shall keep the interior of such Unit and its equipment and appurtenances in good order, condition, and repair and in a clean and sanitary condition, and shall do all redecorating and painting which may at any time be necessary to maintain the good appearance of such Unit. Except to the extent that the Management Committee on behalf of all Unit Owners is protected by insurance against such injury, the Unit Owner shall repair all injury or damages to the Unit, Common Area, building or buildings caused by the act, negligence, or carelessness of the Unit Owner or that of any tenant or subtenant or any member of the Unit Owner's family or of the family of any tenant or subtenant or any agent, employee, or guest of the Unit Owner or his/her tenant or subtenant and all such repairs, redecorating and painting shall be of quality and kind equal to the original work. In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance and/or replacement of any heating, cooling and hot water equipment, and all parts and piping therefor, plumbing, lighting and communications fixtures and all parts and piping and conduits therefor and all appliances that may be in or used exclusively by his/her Unit.
- c) Unit Owners Responsible for their Limited Common Areas:** Each Unit Owner shall be entitled to the exclusive use and possession of his/her Unit and of the Limited Common Areas and Facilities appurtenant to his/her Unit, and shall be responsible for the maintenance, upkeep, repair, and replacement of the same; provided, however, that without the written permission of the Management Committee, or the appropriate architectural review committee, first had and obtained, a Unit Owner shall not make or permit to be made any structural additions, alterations or improvements in or to the Unit and/or any additions, alterations or improvements in or to the exterior of the buildings and/or in or to the Limited Common Areas and Facilities, and shall not paint or decorate any portion of the exterior of the Unit or of the building or parts or portions such as doors, windows and trim thereof in which the Unit is located. Repairs of the Roof Decks, however, are the responsibility of the Association despite being Limited Common Areas, because of the critical interdependence between the deck and the flat roof on which it sits. If a Roof Deck and/or any portion of the roofing for a Unit needs repair, the Unit Owner has the responsibility to notify the Management Committee immediately.
- d) Approval for Additions:** The Management Committee, or the appropriate architectural review committee if set up by the Management Committee, shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement, by painting or otherwise, to or in such Unit Owner's Unit or Limited Common Areas and Facilities within 45 days after such request and failure to do so within the stipulated time shall constitute a consent by the Management Committee to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, and provided that consent has been given by the

Management Committee, then the application shall be executed on behalf of the Association by the Management Committee, without, however, incurring any liability on the part of the Management Committee or the Association to any contractor, subcontractor or vendor on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

- e) Table of Maintenance Obligations:** As described above, maintenance obligations shall be divided as depicted in the following table. This chart is not intended to describe or encompass all maintenance functions or to delineate all respective responsibilities between Homeowners and the Association. If there is any conflict between section a through d, above, and this section, section a through d shall govern. Obligations listed in the “Association” column shall be administered by the Management Committee. The term “COA Buildings” as used in the following table refers to the common house, the common garage/workshop, and common carports.

Item	Unit Owner's Obligations	Association's Obligations
Landscaping, grounds and other improvements outside the building foundations	Upkeep and maintenance of all yard areas marked as “limited common area” on the plat Map, which includes the private areas around the Unit	Upkeep and maintenance of all other landscaped grounds not assigned to the Unit Owners
Patios	Routine cleaning of the individual Unit's patio; Patios must be kept neat and clean at all times	Routine cleaning of the common house patio
Roof Decks (13 units)		Routine cleaning
Trash and Recycling Enclosures		All repair and painting
Fences	All repair and painting of all fencing serving the Unit	
Roof, foundations, exterior walls of all buildings	Repair of any holes resulting from solar panels installed by or for the Unit Owner.	All maintenance and repairs other than holes caused by solar panels installed by or for the Unit Owner.
Windows	Routine cleaning, repair of glass, and repair of screens for all windows belonging to the Unit	Exterior caulking and frames of all windows
Exterior Doors	Repair and care of all doors belonging to the Unit	Repair and care of all doors belonging to COA buildings
Electrical systems and components	All maintenance, repair, and replacement of all systems serving only the one Unit	All maintenance, repair, and replacement of all systems serving COA Buildings or multiple Units
Cable components	All maintenance, repair, and replacement of all systems serving only the one Unit	All maintenance, repair, and replacement of all systems serving COA Buildings

Heating and Cooling systems (includes swamp coolers)	All maintenance, repair, and replacement of all components systems serving only the one Unit	All maintenance, repair, and replacement of all components serving COA Buildings
Plumbing, sewage and components	All maintenance, repair, and replacement of all components serving only the one Unit	All maintenance, repair, and replacement of all systems & main lines not assigned to individual Unit owners
Solar panels	The maintenance, repair, and replacement of all portions or the proportionate share of any system serving the Unit. Repair of any holes caused to the roof or any other portion of the Unit as a result of solar panels.	All maintenance, repair, and replacement of all systems serving the COA Buildings only
Trash & Recycling Collection	Remove the bins serving only the one Unit to the dumpster area at appropriate times	All dumpster/recycling pick-up
Carports	Routine sweeping and cleaning of the carport assigned the Unit Owner; maintenance, repair, and replacement of all interiors and interior electrical components.	All exterior maintenance & exterior electrical components.
Walkways	Maintenance, repair, and replacement of any walkway running from the Unit to the common path	Maintenance, repair, and replacement of all Common pathways
Pest Control	Internal and external inspection and maintenance of the Unit	Internal and external inspection and maintenance of all COA Buildings
Smoke and CO2 detectors	Units Owners must install, replace, repair, and maintain in good working order smoke and CO2 detectors serving their Units	Install, replace, repair, and maintain in good working order all smoke and CO2 detectors serving the COA Buildings

ARTICLE XIV

RIGHT OF ENTRY

The Management Committee and its duly authorized agents shall have the right to enter any and all of the Units and/or their Limited Common Areas and Facilities in case of an emergency originating in or threatening such Unit or any other part of the Project, whether or not the Unit Owner or occupant thereof is present at the time. The Management Committee and its duly authorized agents shall also have the right to enter into any and all of said Units at all reasonable times as required for the purpose of making necessary repairs upon the Common Areas and

Facilities of the Project or for the purpose of performing emergency installations, alterations, or repairs to the mechanical or electrical devices or installations located therein or thereon provided, however, such emergency installations, alterations or repairs are necessary to prevent damage or threatened damage to other Units in the Project; and provided further that the Unit Owner affected by such entry shall first be notified thereof if available and if time permits. Each Unit Owner and/or occupant shall deposit a key to the Unit with the Management Committee or manager to be used for emergency access to the Unit. The Management Committee or the manager have the right to try if this key works, with 24 hours' advance notice. If the key does not work in the event of an emergency, the Association may do whatever may be necessary to get into the Unit, and the Unit Owner will be responsible for any costs or repairs as needed.

ARTICLE XV

PAYMENT OF EXPENSES AND ASSESSMENTS

- a) **Unit Owners to Pay Common Expenses:** Each Unit Owner shall pay the Management Committee his/her allocated portion of the cash requirement deemed necessary by the Management Committee to manage and operate the Condominium Project, that is the Common Expenses, upon the terms, at the time, and in the manner herein provided without any deduction on account of any set-off or claim which the Unit Owner may have against the Management Committee or Association. If the Unit Owner shall fail to pay any installment within one month of the time when the same becomes due, the Unit Owner shall pay interest thereon at the rate of nine percent (9%) per annum from the date when such installment shall become due to the date of the payment therefor; provided, however, that interest on any installment which is six months or more overdue shall increase to eighteen percent (18%) for the period beginning six months after payment is due and continuing until fully paid. In addition to the interest, a late fee may be charged as allowed and appropriate.
- b) **Budgeting of Common Expenses:** The cash requirements above referred to for each year, or portion of the year, are hereby defined and shall be deemed to include an adequate reserve fund for maintenance, repairs, and replacement of those Common Areas and Facilities that must be maintained, repaired, or replaced on a periodic basis, plus such aggregate sum as the Management Committee from time to time shall determine, in its judgment, is to be paid by all the Owners of the Condominium Project then in existence to enable the Management Committee to pay all estimated expenses and outlays of the Management Committee to the close of such year, growing out of or in connection with the maintenance and operation of such land, buildings, and improvements; which sum may include, among other things, the cost of management, special assessments, fire, casualty, flood, fidelity, public liability, and other insurance premiums, common lighting, landscaping and the care of the grounds, repairs and renovations to Common Areas and Facilities, snow removal, wages, water charges, natural gas charges and all other utility services, except telephone, electricity and other services which are separately billed or metered to the individual Units by the utility or party furnishing such service, legal and accounting fees, management fees, expenses and liabilities incurred by the Management Committee under or by reason of this Declaration, the payment of any deficit remaining from the previous period, the creation of a reasonable contingency or other necessary reserve or surplus fund, as well as all other costs and expenses relating to

the Condominium Project as defined in Article II b) 4). The Management Committee may, from time to time, up to the close of the year for which such cash requirements have been so filed or determined, increase or diminish the amount previously fixed or determined for such year. It may include in the cash requirements for any year, any liabilities or items or expense which accrued or became payable in the previous year, or which might have been included in the cash requirements for a previous year, but were not included therein; and also any sums which the Management Committee may deem necessary or prudent to provide a reserve against liabilities or expenses then accrued or thereafter to accrue although not payable in that year.

- c) **Apportionment of Common Expenses:** The portion payable with respect to each Unit in and for each year or for a portion of a year shall be a sum equal to the aggregate amount of such cash requirements for such year, or portion of year, determined as aforesaid, multiplied by the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit, as defined in Article VII f) with the details shown in Appendix B. Such assessments, together with any additional sums accruing under this Declaration, shall be payable monthly in advance, or in such payments and installments as shall be established by the Management Committee. Notwithstanding anything to the contrary herein, if the Association exceeds its budget for Common Expenses in any given year, or if the Management Committee determines that it will exceed its budget for Common Expenses before the fiscal year is complete, and the Management Committee determines that the reason the budget was or will be exceeded is due to expenses associated with maintenance of decks, the Management Committee may charge a special assessment to each Unit Owner for the portion of the budget overage attributable to the deck belonging to that Owner's Unit.
- d) **Cash Requirements Decided by Management Committee:** The Management Committee shall have discretionary powers to prescribe the manner of maintaining and operating the Condominium Project and to determine the cash requirements of the Management Committee to be paid as aforesaid by the Owners under this Declaration. Every such reasonable determination by the Management Committee within the bounds of the Act, and this Declaration shall be final and conclusive as to the Owners, and any expenditures made by the Management Committee, within the bounds of the Act and this Declaration shall as against the Unit Owner be deemed necessary and properly made for such purpose.
- e) **Recourse for Nonpayment:** If an Owner shall at any time let or sublet his/her Unit and shall default for a period of one month in the payment of any assessments, the Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant or sub-tenant of the Owner occupying the Unit the rent due or becoming due and payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant or sub-tenant and the Unit Owner to the extent of the amount so paid.
- f) **Lien for Nonpayment:** Each monthly assessment and each special assessment shall be separate, distinct and personal obligations of the Owner(s) of the Unit against which the same is assessed at the time the assessment is made and shall be collectible as such. Suit to recover a money judgment for unpaid Common Expenses may be maintained without foreclosure or

waiving the lien as described hereafter, securing the same. The amount of any assessment, whether regular or special, assessed to a Unit, plus interest as provided for herein, costs of action and reasonable attorney's fees shall become a lien upon such Unit upon recordation of a Notice of Assessment as provided for by the Act. The Act allows the lien to date back to the date the Original Declaration was recorded. Said lien for non-payment of Common Expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only:

- 1) **secondary to tax liens:** tax and special assessment liens on the Unit in favor of any assessing unit or special district; and
 - 2) **secondary to prior recorded liens:** encumbrances on the interest of the Unit Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.
- g) **Statement of Unpaid Common Expenses:** A certificate executed and acknowledged by the manager or Management Committee stating the unpaid Common Expenses then outstanding with respect to a Unit shall be conclusive upon the Management Committee and the Owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such certificate shall be furnished upon request to any Owner of a Unit at a reasonable fee up to \$25.00 or a higher amount if allowed by the Act. Unless the request for a certificate of indebtedness shall be compiled within 10 days, all unpaid Common Expenses which become due prior to the date of making of such request shall be subordinate to the lien or interest held by or obtained by the person making the request. Any holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such payment shall have a lien on that Unit of the same rank as the lien of his/her encumbrance for the amounts paid.
- h) **Release of Lien:** Upon payment or other satisfaction of delinquent assessments for which a Notice of Assessment has been recorded, the Management Committee shall cause to be recorded in the same manner as the Notice of Assessment a further notice stating the satisfaction and release of the lien thereof. Such lien for nonpayment of assessment may be enforced by sale of the Unit by the Management Committee or by a bank or trust company or title insurance company authorized by the Management Committee, such sale to be conducted in accordance with the provisions of the law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law. In any foreclosure or sale, the Unit Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees.
- i) **Foreclosure:** In the event of foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect the rental without regard to the value of the security. The Management Committee, manager or Association shall have the power to bid on the Unit at foreclosure or other sale and to hold, lease, mortgage, and convey the Unit.
- j) **Capital Improvements:** In assessing Unit Owners for capital improvements, no assessment for a single improvement in the nature of a capital expenditure exceeding the sum of

\$5,000.00 shall be made without the same having been first voted on and approved by at least a sixty-seven (67%) of the undivided interest in the Common Areas and Facilities present, in person or by proxy, at a meeting duly called and established for such purpose.

- k) Suspension of Voting Rights:** In the event of nonpayment of assessed Common Expenses or other assessments, the right of the non-paying Unit Owner(s) to vote his/her/their Unit's share pursuant to this Declaration or the Bylaws shall be suspended for all purposes until all such delinquent assessments, together with interest, costs and reasonable attorney's fees, shall have been paid. During such suspension, actions requiring a stated percentage of votes shall be determined without counting the suspended Unit or Units.
- l) Annual Budget:** At least ten (10) days prior to each annual meeting of the Association, the Management Committee shall estimate the Common Expenses and capital contributions for the upcoming year and present a written budget for the upcoming fiscal year to the Association for approval and ratification at the annual meeting from at least sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities present, in person or by proxy, at the annual meeting. The estimated capital contributions may include such amounts as the Management Committee may deem proper for general working capital, for the general operating reserve, for a reserve fund for replacements and major maintenance and shall take into account any expected income, surplus, or deficit in the Common Expenses for any prior year. These estimated capital contributions and Common Expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly basis to the Unit Owners in proportion to their equal percentage of undivided interest in the Common Areas and Facilities as set forth in the Declaration. If the written budget prepared by the Management Committee and presented to the Unit Owner is not ratified, it shall be deemed rejected. If rejected, the annual budget last ratified by the Unit Owners, increased by five percent (5%), shall be deemed renewed for the next calendar year and shall remain in full force and effect until such time as the Unit Owners may ratify a subsequent annual budget presented to them by the Management Committee. If the estimated Common Expenses prove inadequate for any reason, including nonpayment of any Unit Owner's assessments, the Management Committee may, by resolution duly adopted by at least sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities present, in person or by proxy, at a meeting duly called and established for such purpose, make any other, additional, special or extra assessments, which shall be assessed to the Unit Owners in the same manner as the estimated Common Expenses. Each Unit Owner shall be obligated to pay to the Management Committee assessments made pursuant to this paragraph on or before the first day of each month, or in such other reasonable manner as the Management Committee shall designate. The funds received by the Management Committee from assessments shall be kept in either capital accounts or in the Common Expense fund and shall be expended by the Management Committee only in accordance with the provisions of the Act, the Declaration and these Bylaws.
- m) Criteria for Legal Determination:** Every determination by the Management Committee with respect to Common Expenses and common expenditures necessary to maintain the Condominium Project, that is made within the bounds of the Act, the Declaration, and these

Bylaws, shall be final and conclusive as to the Unit Owners and shall be deemed necessary and properly made for such purposes.

- n) **Holdover Budget:** The failure by the Management Committee before the expiration of any year, to estimate the Common Expenses as required herein, shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws or a release of the Unit Owners from the obligation to pay any past or future assessments, and the estimated Common Expenses fixed for the previous and current year shall continue until a new estimate is fixed.
- o) **No Exemption from Liability:** No Unit Owner may exempt himself from liability for Common Expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by abandonment of his/her Unit.
- p) **Record Keeping:** The treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Common Areas and Facilities, specifying and itemizing the maintenance, repair and replacement expenses of the Common Areas and Facilities and any other expenses incurred. Such record shall be available for examination by the Unit Owners during regular business hours. In accordance with the actions of the Management Committee assessing Common Expenses against the Units and Unit Owners, the treasurer shall keep an accurate record of such assessments and of the payments thereof by each Unit Owner.
- q) **Collection of Assessments:** All Common Expense assessments and any other, special, additional, or extra assessments shall be a separate, distinct, and personal liability of the Owner of the Unit at the time each such assessment is made. The Management Committee shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of any such assessments.
- r) **Prospective Buyers:** Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the treasurer setting forth the amount of unpaid assessments charged against the Unit and its Owners, and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid assessments shown thereon, provided that the former Unit Owner grantor shall remain so liable. Any such excess which cannot be promptly collected from the former Unit Owner grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Unit Owners, including without limitation the purchaser of the Unit, his/her successors and assigns. The new Unit Owner shall and the former Unit Owner shall not be liable for any assessments made after the date of transfer of title to a Unit, even though the Common Expenses for the expenses incurred or the advances made by the Management Committee for which the assessment is made relate in whole or in part of any period prior to that date.
- s) **Sheriff's Sale:** In the event that title to a Unit is transferred at sheriff's sale pursuant to execution upon any lien against the Unit, the Management Committee shall give notice in writing to the sheriff of any unpaid regular and/or special, extra or additional assessments for

Common Expenses which are a lien against the Unit, and for any expenses of or advances by the Management Committee which have not theretofore been reduced to a lien, both of which shall be paid out of the proceeds of the sale in the order of priority to which they are entitled and in any event prior to the distribution of any balance to the former Unit Owner against whom the execution was issued. Any such unpaid assessments which cannot be promptly collected from the former Unit Owner, or from the sales proceeds, shall be reassessed by the Management Committee as a Common Expense to be collected from all of the Unit Owners, including the purchaser who acquired title at the sheriff's sale, his/her successors and assigns. To protect its rights to collect unpaid assessments for Common Expenses which are a lien against a Unit, and for any other assessments, expenses of and advances by the Management Committee, the Management Committee may on behalf of all the Unit Owners, purchase the Unit at sheriff's sale, provided such action is authorized by the affirmative consent and approval from at least sixty-seven percent (67%) of the undivided interest in the Common Areas and Facilities present, in person or by proxy, at a meeting duly called and established for such purpose.

- t) Statement of Unpaid Assessments:** In addition to the statements issuable to purchasers of Units, the Management Committee shall provide a current statement of unpaid assessments for Common Expenses and for any expenses of and advances by the Management Committee in respect of the Unit, to the Unit Owner, to any person who shall have entered into a binding agreement to purchase the Unit and to any Mortgagee on request at reasonable intervals.
- u) Unpaid Assessments Become Common Expenses:** In all cases where, all or part of any assessments for Common Expenses and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefor under the Act, Declaration or Bylaws, the Management Committee shall reassess the same as a Common Expense, without prejudice to its rights of collection against such persons or entities.

ARTICLE XVI

TAXES

It is understood that under the Act each Unit, together with its percentage of undivided interest in the Common Areas and Facilities in the Project, is deemed a parcel and subject to separate assessment and taxation by each assessing unit and special district for all types of taxes authorized by law. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against his/her Condominium Unit.

ARTICLE XVII

EASEMENTS, ENCROACHMENTS, AND CONVEYANCES

- a) Easement for maintenance of Common Areas:** Each Unit shall be subject to such easements as may be necessary for the installation, maintenance, repair, or replacement of any Common Areas and Facilities located within the boundaries of such Unit.

- b) **Other encroachment:** In the event that, by reason of the construction, reconstruction, settlement or shifting of any part of a building, any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon any part of any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities or any other Unit, valid easements for such encroachment and the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing any such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the Unit Owners occurring after the date on which this Declaration is recorded.
- c) **A Unit's Identity number is sufficient description:** Every deed, lease, mortgage, or other instrument may describe a Unit by its identity number and letter designation as set forth in Appendix B and in the Map. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise affect the Unit Owner's corresponding percentage of undivided ownership in the Common Areas and Facilities, as a tenant-in-common, as set forth in Appendix B even though the same is not exactly mentioned or described.
- d) **Implicit easements:** Every deed, lease, mortgage, or other similar instrument shall be deemed to include with respect to a Unit nonexclusive easements for ingress and support of said Unit through the Common Areas and Facilities, for the repair of said Unit through all other Units and through the Common Areas and Facilities, and for the use of the patios, yards, storage areas, and parking spaces as indicated in Appendix B and the Map and further except and reserve, with respect to the undivided percentage interest in the Common Areas and Facilities, nonexclusive easements appurtenant to all Units for ingress, egress, support and repair and exclusive easements appurtenant to each Unit for the use of the patios, yards, storage areas, and parking spaces as set forth in Appendix B and the Map.
- e) **Easements:** The Association may grant or create, on such terms as it deems advisable, utility, ingress, egress, construction and similar easements over, under, across, and through the Condominium Project.

ARTICLE XVIII

DESTRUCTION OR DAMAGE

In the event of destruction or damage of part or all of the improvements in the Condominium Project, the procedures of this Article XIX shall apply:

- a) **Sufficient Funds Available:** If proceeds of the insurance maintained by the Management Committee are alone sufficient to repair or reconstruct the damaged or destroyed improvement, such repair or reconstruction shall be carried out.
- b) **Damage Less than 75%:** If less than 75% of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish repair or reconstruction, restoration shall be carried out and all of the Unit Owners shall be assessed for any deficiency on the basis of

their respective appurtenant percentages of undivided ownership interest, said assessment becoming a lien on the Units as provided for in the Act.

- c) **Damage 75% or More:** If 75% or more of the Project's improvements are destroyed or substantially damaged, and if proceeds of the insurance maintained by the Management Committee are not alone sufficient to accomplish restoration, and if the Unit Owners within 100 days after the destruction or damage by a vote of at least sixty-seven percent (67%) of the entire undivided ownership interest in the Project elect to repair or reconstruct the affected improvements, restoration shall be accomplished in the manner directed under Section b) above.
- d) **Decision Not to Reconstruct:** If 75% or more of the Project's improvements are destroyed or substantially damaged, if proceeds of the insurance maintained by the Management Committee are insufficient to accomplish restoration, and if the Unit Owners do not, within 100 days after the destruction or damage and by a vote of at least sixty-seven percent (67%) of the entire undivided interest in the Common Areas and Facilities, elect to repair or reconstruct the affected improvements, the Management Committee shall promptly record with the Salt Lake County Recorder a notice setting forth such facts. Upon the recording of such notice the provisions of subsections (1) through (4) of Section 57-8-31, Utah Code Annotated (1963) shall apply and shall govern the rights of all parties having an interest in the Project or any of the Units.
- e) **Management Committee Responsibilities:** Any reconstruction or repair which is required to be carried out by this section shall be accomplished at the instance and direction of the Management Committee. Any determination which is required to be made by this section regarding the extent of damage to or destruction of Project improvements shall be made as follows: The Management Committee shall select three M.A.I. appraisers; each the appraisers shall independently arrive at a figure representing the percentage of Project improvements which have been destroyed or substantially damaged; the percentage which governs the application of the provisions of this Article XIX shall be the average of the two closest/appraisal figures; or of all three if the spread between the highest and middle figure and the lowest and middle figure is the same.

ARTICLE XIX

INSURANCE

- a) **Property Insurance:** The Management Committee or Association of Unit Owners shall at all times maintain in force hazard insurance meeting the requirements of the Act at §57-8-43 and also the following requirements:
 - 1) **Hazard Insurance:**
 - i) A blanket policy of property insurance covering the entire Condominium Project (both Units and Common Areas and Facilities) shall be maintained by the Association.
 - ii) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an "all in" or "all inclusive" insurance policy as those terms are used in the insurance industry and shall include

insurance for any fixture, improvement, or betterment installed in or to the Unit or any Limited Common Areas or otherwise permanently part of or affixed to the Common Areas, Units, or Limited Common Areas, including but not limited to, floor coverings, cabinets, light fixtures, electrical fixtures, heating and plumbing fixtures, paint, wall coverings, and windows.

- iii) At a minimum, the blanket policy shall afford protection against loss or damage by fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and also, all perils normally covered by “special form” property coverage.
 - iv) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.
 - v) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) 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 must waive or eliminate the requirement for coinsurance.
 - vi) Each property policy required to be maintained by the Association shall also contain or provide for the following: (i) “Inflation Guard Endorsement”, if available, (ii) “Building Ordinance or Law Endorsement” (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction), and (iii) “Equipment Breakdown”, if the Project has central heating or cooling or other equipment or other applicable fixtures, equipment, or installation, which shall provide that the insurer’s minimum liability per accident at least equals the lesser of two million dollars (\$2,000,000) or the insurable value of the building containing the equipment.
- 2) Owner Responsible for Payment of 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:
- i) the Association’s policy provides primary insurance coverage;
 - ii) notwithstanding Subsection (i) above, and subject to Subsection (iii) below:
the Owner is responsible for the Association’s policy deductible; and
 - (b) the Owner’s policy, if any, applies to that portion of the loss attributable to the Association’s policy deductible.
 - iii) an Owner that has suffered damage to any combination of a Unit or a Limited Common Area appurtenant to a 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 ("Unit Damage Percentage") for that Unit to the amount of the deductible under the Association's property insurance policy; and

- iv) If an Owner does not pay the amount required under Subsection (iii) above within thirty (30) days after substantial completion of the repairs to, as applicable, the Unit or the Limited Common Area appurtenant to the Unit, the Association may levy an assessment against the Owner for that amount.
- 3) **Association's Right to Not Tender Claims Under the Deductible.** If, in the exercise of its business judgment, the Management Committee determines that a claim is likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.
- 4) **Notice Requirement for Deductible.** The Association shall provide notice to each Owner of the Owner's obligation for the Association's policy deductible and of any change in the amount of the deductible. 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. The failure to provide notice shall not invalidate or affect any other provision in this Declaration.
- 5) **Boiler Explosion Insurance:** If a steam boiler is or comes to be contained in the Project, there shall be maintained boiler explosion insurance and a broad form policy of repair and replacement boiler and machinery insurance, evidenced by the standard form of boiler and machinery insurance policy. Said insurance shall, as a minimum, provide coverage in the amount of Fifty Thousand Dollars (\$50,000.00) per accident per location.
- 6) **Flood Insurance:** If the Project is or comes to be situated in a locale identified by the Secretary of Housing and Urban Development as an area having special flood hazards and the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, a "blanket" policy of flood insurance on the Condominium Project shall be obtained and maintained. The minimum amount of coverage afforded by such policy shall be the lesser of the maximum amount of insurance available under said Act or the aggregate of the unpaid principal balances of the Mortgages affecting the individual Units. Such policy shall be in the form of the standard policy issued by members of the National Flood Insurers Association or in the form of a policy which meets the criteria established by the Flood Insurance Administration.
- 7) **Identity of Insured Party:** The named insured under each policy required to be maintained by the foregoing items 1), 2), and 3) shall be in form and substance essentially as follows: "The Management Committee and the Association of Unit Owners of the

Wasatch Commons Condominium Project, or their authorized representative, for the use and benefit of the individual Owners”.

- 8) Mortgage Clause:** Each such policy shall include the standard Mortgagee clause (without contribution) which either shall be endorsed to provide that any proceeds shall be paid to the Management Committee of the Association of Unit Owners for the use and benefit of Mortgagees as their interests may appear or shall be otherwise endorsed to fully protect the interests of Mortgagees. In addition, the Mortgagee clause shall provide that the insurance carrier shall notify each Mortgagee at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy.
- 9) Noncash Settlement:** Each such policy shall provide that notwithstanding any provision thereof which gives the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable if in conflict with any requirement of law or without the prior written approval of the Association.
- b) Fidelity Insurance:** The Management Committee and/or Association shall maintain in force fidelity coverage against dishonest acts on the part of managers (and employees of managers), trustees, employees, officers, Management Committee members, other committee members, or volunteers responsible for handling funds belonging to or administered by the Management Committee or Association of Unit Owners. The fidelity bond or insurance shall name the Association as the obligee or insured and shall be written in an amount sufficient to afford the protection reasonably necessary, but in no event less than three (3) months’ worth of gross condominium unit fees plus reserves. An appropriate endorsement to the policy shall be secured to cover persons who serve without compensation if the policy would not otherwise cover volunteers.
- c) Liability Insurance:** The Management Committee or Association of Unit Owners shall at all times maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas and Facilities. Such insurance shall include a “Severability of Interest Endorsement” or its equivalent which shall preclude the insurer from denying the claim of Owner because of negligent acts of other Owners, the Management Committee, or the Association of Unit Owners. The coverage afforded by such public liability insurance shall include protection against water damage liability and such other risks as are customarily covered with respect to condominium projects similar to the Project in construction, location and use, including non-owned and hired automobile liability. The limits of liability under such insurance shall not be less than \$1,000,000.00 for all claims for bodily injury, personal injury and/or property damage arising out of a single occurrence.
- d) Directors and Officers Insurance:** A directors and officers liability policy shall be obtained with at least One Million Dollars (\$1,000,000) in coverage.
- e) General Requirements Concerning Insurance:** Each insurance policy maintained pursuant to this Article XX, Section a) through d) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Insurance Reports of A-X or better. No such policy shall be maintained where: 1) under the terms of the carrier's charter, bylaws or policy, contributions may be required from, or assessments may

be made against, a Unit Owner, a Mortgagee, the Management Committee, the Association of Unit Owners, a Unit, the Common Areas, or the Project; 2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; 3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled from collecting insurance proceeds; or 4) the policy provides that the insurance thereunder shall be brought into contribution with insurance purchased by the individual Unit Owners or the Mortgagees. Each such policy shall provide that: (a) coverage shall not be prejudiced by any act or neglect of the Unit Owners when such act or neglect is not within the control of the Association of Unit Owners or the Management Committee; (b) coverage shall not be prejudiced by any failure by the Association or the Management Committee to comply with any warranty or condition with regard to any portion of the Project over which the Association or Management Committee have no control; (c) coverage may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to any and all insureds named therein, including any Mortgagee named as an insured; and (d) the insurer waives any right of subrogation it might have to any and all claims against the Association, the Management Committee, any Unit Owner, and/or their respective agents, employees or tenants, and any defense it might have based upon co-insurance or upon invalidity arising from acts of the insured. If, due to changed circumstances, excessive cost, or any other reason, any of the insurance coverage required to be obtained and maintained under Section a) through d) of this Article XX cannot reasonably be secured, with respect to such coverage the Association or the Management Committee shall obtain and maintain such substitute, different or other coverage as may be reasonable and prudent under the circumstances as they may then exist. The Association's Management Committee or a special insurance committee will review the Association's insurance coverage and propose changes and/or modifications thereto on an at least annual basis.

ARTICLE XX

MORTGAGE PROTECTION

- a) **Notification of Mortgagee:** From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefor, the Management Committee or the Association shall notify such Mortgagee in writing in the event that the Owner of the Unit encumbered by the mortgage held by such Mortgagee neglects for a period of thirty (30) or more days to cure any failure on his/her part to perform any of his/her obligations under this Declaration.
- b) **Subordination of liens:** The lien or claim against a Unit for unpaid assessments or charges levied by the Management Committee or by the Association of Unit Owners pursuant to this Declaration, or by the Act shall be subordinate to a first Mortgage effecting such Unit if the Mortgagee's encumbrance was recorded prior to the Association's Notice of Lien. A Mortgagee with an encumbrance recorded prior to the Association's Notice of Lien who comes into possession of the Unit pursuant to his/her Mortgage or a deed or assignment in lieu of foreclosure shall take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure

of the Mortgage, exercise of a power of sale available there-under, or deed or assignment in lieu of foreclosure, except for claims for a pro-rata share of such prior assessments or charges resulting from a pro-rata reallocation thereof to all Units, including the Unit in which the Mortgagee is interested. No assessment, charge, lien or claim which is described in the preceding sentence as being subordinate to a Mortgage or as not a burden to a Mortgagee coming into possession pursuant to his/her Mortgage or a deed or assignment in lieu of foreclosure shall be collected or enforced by either the Management Committee or the Association from or against a Mortgagee, a successor in title to a Mortgagee, or the Unit effected or previously effected by the Mortgage concerned, to the extent any such collection or enforcement would prejudice the interests of the Mortgagee or successor in title to the Mortgagee interested in such Unit.

- c) **Mortgagee access to records:** Any Mortgagee shall have the right, at its request and expense and upon reasonable notice, to examine the books and records of the Management Committee, of the Association of Unit Owners and of the Condominium Project. From and after the time a Mortgagee makes written request to the Management Committee or the Association of Unit Owners therefore, the Management Committee or the Association shall furnish to such Mortgagee copies of such annual operating reports and other reports or writings summarizing or reflecting the financial position or history of the Condominium Project as may be prepared for distribution to or use by the Management Committee, the Association, or the Unit Owners.
- d) **Adequate reserve fund:** To the extent the same is in conformance with the Act and elsewhere, and is not inconsistent with the significant interests of the Association of Unit Owners, the Management Committee and the Association shall establish an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacements of the Common Areas and Facilities and shall cause such reserve to be funded by regular monthly or other periodic assessments against the Units rather than by special assessments.

ARTICLE XXI

EMINENT DOMAIN

In the event that eminent domain proceedings are commenced against the Project or any portion thereof, the provisions of §57-8-32.5, Utah Code Annotated (Supplemented 1975) shall apply. The Management Committee shall give written notice of such proceedings to all Mortgagees of record. No first lien priority of any Mortgagee shall be diminished or otherwise disturbed by virtue of such proceedings.

ARTICLE XXII

OBLIGATION TO COMPLY HEREWITH

Each Unit Owner, lessee, tenant, subtenant, or other occupant of a Unit and their guests, servants, and invitees shall comply with the provisions of the Act, this Declaration, the Bylaws, and the Rules and Regulations and any other decisions made and issued pursuant thereto, all agreements and determinations lawfully made and/or entered into by the Management Committee or the Association of the Unit Owners, when acting in accordance with their authority, and any failure to comply with any of the provisions thereof shall be grounds for administrative fines to be levied by the Management Committee or the Association or an action by the Management Committee or Association or other aggrieved party for injunctive relief or to recover any loss or damage and reasonable attorney's fees resulting therefrom.

ARTICLE XXIII

INDEMNIFICATION OF ASSOCIATION MEMBERS

Each member of the Association, the Management Committee or of any other Association committee shall be indemnified and held harmless by the Association of Unit Owners against all costs, expenses and liabilities whatsoever, including without limitation, attorney's fees reasonably incurred by him in connection with any proceeding in which he may become involved by reason of his/her being or having been a member of the Association, said Management Committee or other committee; provided, however, the foregoing indemnification shall not apply if the expense or liability involved resulted from the willful or intentional misconduct or bad faith of the member.

ARTICLE XXIV

AMENDMENTS

- a) **67% majority:** In addition to the amendment provisions contained in Article IX above, but subject to the terms of Article XXI, Section c) 5) and Article XXI, Section h), this Declaration and/or the Map may be amended upon the affirmative vote of Unit Owners representing not less than sixty-seven percent (67%) of the entire undivided interests in the Common Areas and Facilities. Any amendment so authorized shall be accomplished by recordation of an instrument executed by the President of the Association with approval from the Management Committee. In said instrument the President shall verify that the vote or consent required by this Article XXV has occurred.
- b) **Reassignment of Parking Stalls:** The Management Committee may, from time to time and without the hereinabove set forth formalities, amend Appendix B to reflect any change in assignments of parking stalls or storage areas; provided, however, that the effected Unit Owners, if any, join in the execution of such an amendment.

ARTICLE XXV

CONSENT IN LIEU OF MEETING

In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided interest in the Common Areas and Facilities for authorization or approval of a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided interest in the Common Areas and Facilities. The following additional provisions, shall govern any application of this Article XXVI:

- a) **Sixty-Day Time Limit:** All necessary consents must be obtained prior to the expiration of sixty (60) days after the first consent is given by any Unit Owner;
- b) **Subsequent Owners Cannot Revoke Consent:** Any change in ownership of a Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose; and
- c) **All Affected Owners Must Consent:** If a Unit has multiple Owners, one signature is sufficient, and the Association may presume that such Unit Owner has obtained assent from the other Owner(s).

ARTICLE XXVI

SERVICE OF PROCESS AND NOTICE

- a) **Recipient:** The person to receive service of process in the cases provided herein or in the Act is the individual listed as the Registered Agent with the Department of Commerce, Division of Corporations. Said person or his /her address may be changed by the recordation by the Management Committee of an appropriate instrument.
- b) **Delivery of Notices:** Any notice permitted or required to be delivered as provided herein may be delivered either personally or sent by telephonic facsimile, electronic mail (email) or by mail. If delivery is made by mail, it shall be deemed to be delivered forty-eight (48) hours after a copy of the same has been deposited in the U.S. postal service, postage prepaid, return receipt requested. Delivery by facsimile shall be deemed completed upon receipt of verification that the facsimile was received. Delivery by email shall be deemed completed when this email has been sent to the email address registered with the Association. Notice to Unit Owners shall be addressed to each Unit Owner at the address given by such Unit Owner to the Management Committee or its designee for the purpose of service of such notice or to the Unit of such Unit Owner if no such address has been given to the Management Committee. Such address may be changed from time to time by notice in writing to the Management Committee. Notice to the Management Committee shall be addressed to the Association's registered agent listed with the Utah Department of Commerce, Division of Corporations or other address so provided by the Management Committee.

ARTICLE XXVII

SEVERABILITY

The invalidity of any one or more phrases, sentences, subparagraphs, paragraphs, sections, or articles hereof shall not affect the remaining portions of this instrument nor any part thereof, and in the event that any portion or portions of this instrument should be invalid or should operate to render this instrument invalid, this instrument shall be construed as if such invalid phrase or phrases, sentence or sentences, subparagraph or subparagraphs, paragraph or paragraphs, section or sections, or article or articles had not been inserted.

ARTICLE XXVIII

WAIVERS

No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

ARTICLE XXIX

TOPICAL HEADINGS

The topical headings contained in this Declaration are for convenience only and do not define, limit or construe the contents of the Declaration.

ARTICLE XXX

LAW CONTROLLING and CONFLICTS

This Declaration and the Map shall be construed and controlled by and under the laws of the State of Utah. In the case of any conflict between this Declaration and the Bylaws, the Declaration shall control. In the case of any conflict between the Bylaws and the Rules and Regulations, the Bylaws shall control. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly. Notwithstanding the above, this Declaration shall be deemed modified only to the extent necessary to come into compliance with the Act.

ARTICLE XXXI

EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE XXXII

SIGNATURE PAGE

IN WITNESS WHEREOF, having complied with the amendment requirements in both the Original Declaration and the Utah Condominium Ownership Act, we, as members of the

Association's Management Committee, certify that the Association has properly amended the Original Declaration and executed this instrument the day and year set forth below.

**WASATCH COMMONS CONDOMINIUMS
MANAGEMENT COMMITTEE**

KELLIE HENDERSON
PRESIDENT

[Signature] 8/30/19

KAY ARGYLE
SECRETARY

[Signature] 8/30/19

JOHN GARRISON
TREASURER

[Signature] 8/30/2019

CHERYL KEIL
MEMBER

[Signature] 8/30/2019

VICTOR MIELE
MEMBER

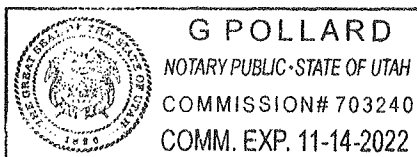
[Signature] 8/30/2019

State of Utah)

) :ss

County of Salt Lake)

On this 30 day of AUGUST, 2019, personally appeared before me
G POLLARD, K. HENDERSON, KAY ARGYLE, J. GARRISON,
CHERYL KEIL, and V. MIELE, who being by me duly sworn, did say that
they are members of the Management Committee of Wasatch Commons Condominiums; that
said instrument was signed by them on behalf of said Association after receiving the necessary
approval from owners; and that the foregoing information is true and accurate to the best of
their knowledge.



[Signature]
Notary

Appendix A:

Property Description

Beginning at a point which is South 25.30 feet from the Northwest Corner of Lot 7, Block 1 Utah Southern Addition, a subdivision of part of the Northeast quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian; said point also being West along the monument line of California Avenue 661.10 feet and South 850.50 feet and East 40.00 feet from a standard city monument located at the intersection of California Avenue and Cheyenne Street; and running thence North 437.80 feet to the Northwest corner of Lot 10, Block 1 of said subdivision; thence East 300.00 feet to the Northeast corner of Lot 10, Block 1 of said subdivision; thence South 176.00 feet; thence East 184.00 feet; thence South 68.30 feet; thence East 103.00 feet to a point on the Westerly right of way line of Cheyenne Street; thence along said Westerly right of way South 56.00 feet; thence West 146.00 feet; thence South 68.75 feet; thence East 12.50 feet; thence South 68.75 feet to a point on an existing block wall; thence along said block wall West 453.50 feet to the point of beginning.

Appendix B:

Undivided Interest and Parking Allocation

(1) Unit Design- ation	(2) Existing Sq. Ft.	(3) Deck Factor	(4) Single Story Factor	(5) Stand Alone Factor	(6) Addl Mod Fctr	(7) Car- port/ Strge	(8) Adjusted Sq. Ft.	(9) Variable Part of Par Value	(10) Fixed Part of Par Value	(11) % Undivided Interest	(12) Assgd. Parkg. Strge
1	842	245				234	1,321	1.4213%	1.9231%	3.3444%	B
2	1,050					234	1,284	1.3185%	1.9231%	3.3046%	D
3	1,576					234	1,810	1.9475%	1.9231%	3.8706%	E
4	1,761				32	234	2,027	2.1810%	1.9231%	4.1041%	F
5	1,729	245				234	2,208	2.3757%	1.9231%	4.2988%	H
6	1,696					234	1,930	2.0766%	1.9231%	3.9997%	I
7	1,370					234	1,604	1.7258%	1.9231%	3.6489%	J
8	1,393					234	1,627	1.7506%	1.9231%	3.6737%	A
9	1,601					234	1,835	1.9744%	1.9231%	3.8975%	L
10	859		86			234	1,179	1.2686%	1.9231%	3.1917%	C
11	1,487	245				234	1,966	2.1153%	1.9231%	4.0384%	M
12	859		86			234	1,179	1.2686%	1.9231%	3.1917%	G
13	1,601					234	1,835	1.9744%	1.9231%	3.8975%	N
14	864		86			234	1,184	1.2739%	1.9231%	3.1970%	K
15	842	245				234	1,321	1.4213%	1.9231%	3.3444%	O
16	1,729	245				234	2,208	2.3757%	1.9231%	4.2988%	Z
17	1,050					234	1,284	1.3815%	1.9231%	3.3046%	T
18	1,370	245				234	1,849	1.9894%	1.9231%	3.9125%	Y
19	1,539		154	77		234	2,004	2.1562%	1.9231%	4.0793%	Q
20	1,729	245				234	2,208	2.3757%	1.9231%	4.2988%	X
21	1,370	245				234	1,849	1.9894%	1.9231%	3.9125%	W
22	1,729	245				234	2,208	2.3757%	1.9231%	4.2988%	R
23	1,601	245				234	2,080	2.2380%	1.9231%	4.1611%	V
24	1,575	245				234	2,054	2.2100%	1.9231%	4.1331%	S
25	1,729	245				234	2,208	2.3757%	1.9231%	4.2988%	U
26	1,729	245				234	2,208	2.3757%	1.9231%	4.2988%	P
Totals	36,680	3,185	412	77	32	6,084	46,470	49.9995%	50.0006%	100.0001%	

Notes:

Legend: Column (1) is the unit number, and column (2) is the size of each unit in square feet. Column (11) is the undivided interest of each unit in percent. The undivided interest reflects a square-foot based "par value" assigned to each unit in compliance with the Utah Condominium Act 57-8-3(21). Column (11) is obtained as the sum of columns (9) and (10). The entry in column (10) is equal for all Units. The value of column (9) is explained in columns (2) to (8).

Appendix C:

Units and Unit Parcel Numbers

<u>Unit</u>	<u>Parcel Number</u>
1	15-15-204-001-0000
2	15-15-204-002-0000
3	15-15-204-003-0000
4	15-15-204-004-0000
5	15-15-204-005-0000
6	15-15-204-006-0000
7	15-15-204-007-0000
8	15-15-204-008-0000
9	15-15-204-009-0000
10	15-15-204-010-0000
11	15-15-204-011-0000
12	15-15-204-012-0000
13	15-15-204-013-0000
14	15-15-204-014-0000
15	15-15-204-015-0000
16	15-15-204-016-0000
17	15-15-204-017-0000
18	15-15-204-018-0000
19	15-15-204-019-0000
20	15-15-204-020-0000
21	15-15-204-021-0000
22	15-15-204-022-0000
23	15-15-204-023-0000
24	15-15-204-024-0000
25	15-15-204-025-0000
26	15-15-204-026-0000

FHA Condominium U.S. Department of Housing
Project Approval and Urban Development
Questionnaire Office of Housing

Public Reporting Burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information collection is required to obtain or retain benefits. This information will not be held confidential. The information is used to process condominium project approvals for forward mortgages and Home Equity Conversion Mortgages. This information is collected to determine if a condominium project is eligible for FHA project approval and if a unit in an approved or unapproved condominium project is eligible for FHA-insured financing. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of the Chief Information Officer, U.S. Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (OMB Number: 2502-0610) Washington, DC 20503. Do not send this completed form to either of the above addresses.

General: Complete the questionnaire as outlined in the Form HUD-9992 Instructions and provide the required documentation per HUD Handbook 4000.1, *FHA Single Family Housing Policy Handbook* (Handbook 4000.1), Condominium Project Approval (section II.C). Provide any additional documentation to support the Condominium Project Approval, as necessary.

Legal Name of Condominium Project: Wasatch Commons Condominium Association_____

Review Type: Full Review Recertification Review Phasing Review Approval Process:
DELRAP HRAP

Section 1: Submitter Information

1.a. Organizational Type of Submitter				
	Condominium Association		Mortgagee	Attorney (Agent)
	Project Consultant		Builder	Other Eligible Submission Source
	Management Company		Developer	

1.b. Submitter Information			
Organization Name: Wasatch Commons Condominium Association			FHA Lender ID Number (10-digit; if applicable):
Street Address: 1411 s utah st			City: Salt Lake City
State: ut	ZIP Code: 84104	Phone Number: 385 319 6718	Fax Number:
Contact Name/Title: Ben Trueman			Email Address: ctwtrueman@gmail.com

WARNING: This warning applies to all certifications made in this document.

Anyone who knowingly submits a false claim, or makes false statements is subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. 18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729

FHA Condominium Project Approval Questionnaire Page 1 of 8 Form HUD-9992 (1/21)

OMB Approval No. 2502-0610
Expires 1/31/2024

Section 2: Condominium Project Information

2.a. Condominium Project

Legal Name of Project: Wasatch Commons Condominiums		FHA Condo-ID Number: D00791
Street Address: 1411 s utah st		City Salt Lake City
State: Ut	ZIP Code: 84104	Project Completion Date:1998

2.b. Condominium Association

Condominium Association Name: Wasatch Commons Condominium association		Association Tax ID Number: 87-D619354	
Street Address: 1411 s utah st		City: Salt Lake City	
State: ut	ZIP Code: 84104	Phone Number: n/a	Fax Number:
Contact Name/Title: Ben trueman		Email Address: wasatchcommons@gmail.com	

2.c. Management Company Self-Managed

Management Company Name: N/A			
Street Address:		City:	
State:	ZIP Code:	Phone Number:	Fax Number:
Management Contact Name/Title:		Email Address:	

Section 3: Project Eligibility

3.a.	FHA Insurance Concentration	Yes	No
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1.	Does the FHA Insurance Concentration for the Condominium Project comply with FHA's standard?	x	
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3.b.	Recertification Review N/A	Yes	No
1.	Have any of the legal documents been amended since the last FHA approval? If "Yes," submit updated legal documents.		x

3.c.	Manufactured Home Condominium Project N/A	Yes	No
1.	Is this a Manufactured Home Condominium Project? If "Yes," HRAP processing is required.		x

3.d.	Legal Phasing N/A		
		Yes	No
1.	Is the project 100% complete, including all construction or renovation of Units for all Condominium Project Legal Phases? If "No," answer 3.d.2. – 3.d.6. If "Yes," skip to 3.e.	x	
2.	Enter the Number of Planned and Complete Legal Phases and Units.	# of Phases	# of Units
a.	Total planned Legal Phases and Units for the Condominium Project		

3.d.	Legal Phasing N/A		
b.	Complete Legal Phases and Units (evidenced by built out Units and a CO, a Temporary CO or equivalent)		
c.	Complete Legal Phases with FHA approval		
d.	Complete Legal Phases and Units submitted for FHA Condominium Project Approval		
		Yes	No
3.	Are all the Complete Legal Phases included in the Condominium Project Approval package?		
4.	Are the Complete Legal Phases independently sustainable without future planned Legal Phases, as demonstrated by the budget and financial documentation?		

5.	Does the project contain arrangements that guarantee the future completion of all facilities and Common Elements?		
6.	Does the Condominium Project demonstrate positive cash flow from the revenue and expenditures of the completed phases and Common Elements?		

3.e. Occupancy Requirements by Construction Type

1. Owner Occupancy Owner-occupied Units include any Unit: occupied by the owner for any portion of the calendar year and that is not rented for a majority of the year; listed for sale, and not listed for rent, that was previously occupied by the owner as described above; or sold to an owner who intends to occupy the Unit as described above. A Unit owned by the builder/developer is not an owner-occupied Unit. A non-owner-occupied Unit refers to a Unit that does not meet the requirements above.			
		# of Units	
a.	Provide the total number of Units in the Condominium Project.	26	
i.	Provide the number of owner-occupied Units (as described in 3.e.1.).	24	
ii.	Provide the number of non-owner-occupied Units.	2	
		% of Units	
b.	Provide the Owner Occupancy Percentage (owner-occupied Units/total Units).	95%	
2. Construction Type (Check the Construction Type and answer the applicable questions.)			
a.	Existing Construction Projects (greater than 12 months old)		
	Check the box used to comply with the Owner Occupancy Percentage requirement. Does not meet the requirement. If checked, Condominium Project is not eligible. Meets minimum owner occupancy requirement. If checked, skip to 3.f. Meets exception requirement (HRAP submission, within owner occupancy range and limit on lower Units in Arrears). If checked, skip to 3.f.		
b.	New Construction: Complete Legal Phase or Complete Condominium Projects (less than 12 months old)	Yes	No
	Does the Owner Occupancy Percentage comply with FHA's requirement for the declared Units in the Condominium Project?	x	

3.f.	Units in Arrears	# of Units	
1.	Enter the number of Units in Arrears (more than 60 days past due).	0	
		% of Units	
2.	Enter the percent of Units in Arrears. (Units in Arrears/total Units)	0%	
		Yes	No
3.	Does the percentage of Units in Arrears comply with the FHA requirement?	x	

3.g	Individual Owner Concentration	Yes	No
1.	Does any single owner own more than one Unit? If "Yes," complete the information in the table.		x
2.	Does the Individual Owner Concentration comply with the FHA requirement?	x	
3.	Individual/ Entity Name (Attach list for additional individual owners as required.)	Develo per/ Builder	# of Units

3.h.	Financial Stability and Controls	Yes	No
1.	Does the Condominium Association have a reserve account for capital expenditures and deferred maintenance?	x	
2.	Does the Condominium Association maintain separate accounts for operating and reserve funds?	x	
3.	Is there a reserve account for capital expenditures and deferred maintenance, that is funded with at least the required FHA percentage of the aggregate of 12 months of Unit assessments?		x
4.	Is there evidence that the annual budget reflects a reserve allocation equal to at least the minimum required FHA percentage?		x
5.	If 3.h.3. or 3.h.4. is "No," check all that apply. Is there an acceptable reserve study that justifies: a lower reserve account balance; and/or a lower funding rate for the reserve account?	x	
6.	Provide the following financial information:	Amount	
a.	Annual Condominium Association's Dues for all Unit Owners	\$86,537	

b.	Special Assessments	\$	
c.	Reserve Account Balance	\$90,755.50	
		Yes	No
7.	Does the Condominium Project have an operating income that demonstrates a stable income stream over the past two years, with decreases that do not exceed FHA's percentage requirement?	x	
8.	Does the budget demonstrate the ability to cover the cost of insurance coverage and deductibles?	x	
9.	Are the financial records consistent with the application package, including special assessments, loans, or other financial variations?	x	
10.	Has the project experienced a Financial Distress Event within the last 36 months? If "Yes," refer to Handbook 4000.1, section II.C.2 for additional requirements.		x
	Management Company N/A	Yes	No
11.	Does the management company maintain separate records and bank accounts for the Condominium Association?		
12.	Does the Condominium Association restrict the management company from drawing checks on, or transferring funds from, the reserve account of the Condominium Association without approval from the Condominium Association?		

3.i	Commercial/Non-Residential Space N/A	Square Footage
1.	Total square footage	
2.	Total square footage of Commercial/Non-Residential Space	
3.	Total square footage of Residential Space	
		%
4.	Enter the percentage of Commercial/Non-Residential Space in the Condominium Project. ((Total Commercial/Non-Residential Space square footage)/total square footage)	
5.	<p>Check the box to show compliance with the Commercial/Non-Residential Space requirement. The Condominium Project:</p> <p>does not comply with the FHA requirement. If checked, project is not eligible;</p> <p>complies with the percentage allowed by FHA. If checked, skip to 3.j.; or</p> <p>complies with the exception percentage range. If checked, answer 3.i.5.a. and 3.i.5.b.</p>	

		Yes	No
a.	Based upon the analysis of additional required documentation, does the Condominium Project maintain its residential character?		
b.	Are the Residential and Commercial/Non-Residential Spaces independently sustainable such that neither portion of the project is financially reliant on the other?		

3.j	Live/Work N/A Do the Live/Work arrangements comply with the standard for the square footage of the non residential floor area of the Live/Work Unit?	Yes	No
1.			

3.k.	Litigation	Yes	No
1.	Is the Condominium Project or Condominium Association subject to any pending Litigation? If "Yes," provide a signed and dated explanation and answer 3.k.2.—3.k.8. If "No," skip to 3.l.		x
2.	If there is Litigation, is it related to the safety, structural soundness, habitability, or functional use of the Condominium Project?		
		Date	
3.	What is the anticipated settlement or judgement date, if applicable?		
		Yes	No
4.	If applicable, is insurance coverage sufficient to pay out a settlement/judgement without affecting the Financial Stability of the project? If "No," provide an explanation that addresses the impact of the legal action on the future solvency of the Condominium Association, the ability of the homeowners to transfer title, and any impact on the rights of homeowners.		
5.	Have any required repairs or remedial work to address the issues (i.e., safety, structural soundness, habitability, or functional use of the Condominium Project) been scheduled?		
6.	Have repairs started?		
		Date	
7.	Enter the date for the scheduled completion.		
		Yes	No
8.	Is the Condominium Project or Condominium Association subject to any other Litigation risk not covered by insurance or that exceeds the amount of insurance		

	coverage relating to the potential losses for that matter?		
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3.l	Leasehold Interest N/A	Yes	No
1.	Is the Condominium Project owned under a Leasehold Interest?		x
2.	Does the lease comply with FHA's leasehold guidance?	x	

3.m	Transfer of Control	Yes	No
1.	Has Control of the Condominium Association been transferred from the developer/builder to the Unit owners?	x	
		xDate	
2.	Date of transfer or estimated date of transfer (if applicable)	07/1998	

3.n.	Contracts	Yes	No
1.	Are there existing contracts entered into by the builder/developer prior to the Transfer of Control? If "No," proceed to 3.o.		x
2.	Do the existing contracts comply with the no more than 90 Days' notice to terminate requirement?		x
3.	If the Condominium Association employs a management company, does the Management Agreement comply with the no more than 90 Days' notice to terminate requirement?		

3.o.	Recreational Leases/Easements	Yes	No
1.	Does the Condominium Project have a Recreational Lease/Easement? If "Yes," answer 3.o.2. and 3.o.3. If "No," skip to 3.p.		x
2.	Is the property owner a nonprofit Entity under the Control of the Condominium Association?		
3.	Does each Unit owner have the right to opt out of membership with no more than 90 Days' notice and without penalty?		

3.p.	Legal Restrictions on Conveyance	Yes	No
1.	Do the Condominium Project legal documents comply with FHA's legal restrictions on conveyance (free assumability) standards defined in 24 CFR § 203.41?	x	
2.	Does the Condominium Project have affordable housing Units? If "Yes," answer 3.p.3. and 3.p.4. If "No," skip to 3.p.5.		x
3.	If it is an eligible government or nonprofit affordable housing program, does it meet the exceptions defined in 24 CFR § 203.41(c) and (d)?		
4.	Are the affordable housing Units identified by recorded legal documents, which specify the Units that are covered under the program?		
5.	Does the Condominium Project have private transfer fee covenants? If "Yes," answer 3.p.6. If "No," skip to 3.q.	x	
6.	Do the private transfer fee covenants comply with Excepted Transfer Fee Covenants as provided in 12 CFR § 1228?	x	

FHA Condominium Project Approval Questionnaire Page 6 of 8 Form HUD-9992 (1/21)

OMB Approval No. 2502-0610
Expires 1/31/2024

3.q.	Insurance Requirements	Yes	No
1.	Hazard Insurance: Does the Condominium Association have a master or blanket Hazard Insurance policy in an amount equal to at least 100% of the insurable replacement cost of the Condominium Project, including the individual Units in the Condominium Project?	x	
2.	Liability Insurance: Does the Condominium Association have a comprehensive Liability Insurance policy for the entire Condominium Project, including all Common Elements, public ways, and other areas that are under its supervision, in the amount of at least \$1 million for any single occurrence?	x	
3.	Fidelity Insurance: Does the Condominium Association maintain Fidelity Insurance for all officers, directors, and employees of the Condominium Association and all other persons handling or responsible for funds administered by the Condominium Association that complies with the FHA standard?	x	
4.	Flood Insurance: Are Units or Common Elements located in a Special Flood Hazard Area (SFHA)? If "Yes," Flood Insurance is in force equaling (select only one option): 100% replacement cost; Maximum National Flood Insurance Program (NFIP) coverage available per Unit; or Some other amount (enter amount here) \$_____.		x

3.r	Special Flood Hazard Areas for New Construction and Manufactured Housing N/A	Yes	No

1.	If any portion of the Structures or equipment essential to the value of the Complete Condominium Project is located within an SFHA, select the documentation used to comply: a final LOMA or final LOMR from FEMA that removes the Property from the SFHA; or a FEMA NFIP Elevation Certificate (FEMA Form 086-0-33)		
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3.s.	Existing Project (Greater than 12 months)	Yes	No
1.	Was the Condominium Project or Legal Phase completed more than 12 months ago? If "Yes," skip to 3.w. If "No," answer 3.t.1.	x	

3.t.	Complete Condominium Project (Less than 12 months) or Legal Phase N/A	Yes	No
1.	Has a signed and dated form HUD-92541, <i>Builder's Certification of Plans, Specifications, and Site</i> , been submitted? If "No," go to 3.t.2. If "Yes," skip to 3.t.4.		
2.	Does the form HUD-92541 show any issues noted by the builder/developer? If "Yes," answer 3.t.3. If "No," skip to 3.t.4.		
3.	Have proper mitigation plans been addressed?		
4.	Have any Units closed with the Condominium Project or Legal Phase? If "No," answer 3.t.4.a. and 3.t.4.b. If "Yes," skip to 3.t.5.		
a.	Has a proposed budget been submitted showing financial stability for the Condominium Project or Legal Phase?		
b.	Is a current Builders Risk Policy in place?		
5.	Have all required Hazard Insurance, Liability Insurance, and Fidelity Insurance policies been provided in the name of the Condominium Association?		

3.u.	Newly Converted: Gut Rehabilitation N/A	Date	
1.	Provide the recordation date for the newly converted Condominium Project's legal documents.		
		Yes	No
2.	Does the Gut Rehabilitation (Gut Rehab) Condominium Project meet the general FHA Condominium Project Approval requirements?		
3.	Does the Gut Rehab Condominium Project comply with the FHA Condominium Project Approval New Construction standards?		

3.v.	Newly Converted: Non-Gut Rehab N/A	Yes	No
1.	If the project is a Non-Gut Rehab, have all the rehabilitation work and repairs been completed?		
2.	If the project is a Non-Gut Rehab, does it comply with the standards for Existing Construction?		
3.	If the project is a Non-Gut Rehab, is there a reserve study prepared by a qualified, independent third party that is less than 36 months old?		

3.w.	Two- to Four-Unit N/A	Yes	No
1.	Does state law require the creation of an annual budget or annual financial statements?		
2.	Is the project 75% owner occupied?		
3.	Are there Units in Arrears? (Excluding late fees or other administrative expenses)		

Section 4: Submitter Worksheet Certification

I, the undersigned, certify that I have completed the questionnaire with information obtained within the last 90 days from verifiable sources, including a condominium association, public records, independent third parties, or other data sources. The Condominium Project meets FHA requirements. The information and statements contained in all sections of the questionnaire are true and correct to the best of my knowledge.



Ben Trueman,
President, Wasatch Commons Condominium Association

Name (printed) Title and Company Name

May 20, 2022

Signature Date

Wasatch Commons Condominium Association, Inc.

Profit and Loss

January 1 - May 20, 2022

	TOTAL
Income	
06100 HOA Fees	35,934.00
06210 Transfer Fees on Unit Sales	500.00
06360 Cash Back Awards	225.00
06400 Interest Earned-Operating Accounts	0.85
06450 Late Payment Fees	50.00
06700 Play or Pay	880.00
06800 Donations	
06810 Donations Tree Work	80.00
Total 06800 Donations	80.00
Total Income	\$37,669.85
GROSS PROFIT	\$37,669.85
Expenses	
08100 Common House Operations	21.74
08110 Electric CH & Carports	133.80
08120 Gas (895...) CH	997.78
Total 08100 Common House Operations	1,153.32
08200 Landscape Maintenance	75.00
08210 Equipment	47.39
08220 Contract Labor	650.00
08230 Supplies	15.48
08240 Tree Work	9,900.00
Total 08200 Landscape Maintenance	10,687.87
08300 Maintenance Committee	
08305 Maintenance Materials	8.70
08350 Contract Labor	75.43
Total 08300 Maintenance Committee	84.13
08400 Management Committee	
08410 Bank Service Charges	225.85
08430 Garbage & Recycling	1,243.87
08435 Insurance - General	508.88
08445 Licenses and Permits	25.00
08476 Bookkeeping Software	59.23
08495 Taxes	282.00
Total 08400 Management Committee	2,344.83
08500 Workshop Expense	
08520 Gas (912...) Workshop	208.84
Total 08500 Workshop Expense	208.84

Wasatch Commons Condominium Association, Inc.

Profit and Loss

January 1 - May 20, 2022

	TOTAL
08700 Water	
08705 Water (...305) CH & Lawn	194.01
08771 Water (...371) East side	14.94
Total 08700 Water	208.95
09300 Safety and Security Committee	107.60
09450 Welcoming Committee	78.44
09452 Dues to Cohousing.org	750.00
09650 Communications Committee	161.51
09750 Miscellaneous Expense	350.00
Total Expenses	\$16,135.49
NET OPERATING INCOME	\$21,534.36
Other Income	
11000 Interest Earned-Reserve Fund	48.59
Total Other Income	\$48.59
NET OTHER INCOME	\$48.59
NET INCOME	\$21,582.95

FHA Condominium U.S. Department of Housing
Project Approval and Urban Development
Questionnaire Office of Housing

Public Reporting Burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information collection is required to obtain or retain benefits. This information will not be held confidential. The information is used to process condominium project approvals for forward mortgages and Home Equity Conversion Mortgages. This information is collected to determine if a condominium project is eligible for FHA project approval and if a unit in an approved or unapproved condominium project is eligible for FHA-insured financing. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of the Chief Information Officer, U.S. Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410-3600 and to the Office of Management and Budget, Paperwork Reduction Project (OMB Number: 2502-0610) Washington, DC 20503. Do not send this completed form to either of the above addresses.

General: Complete the questionnaire as outlined in the Form HUD-9992 Instructions and provide the required documentation per HUD Handbook 4000.1, *FHA Single Family Housing Policy Handbook* (Handbook 4000.1), Condominium Project Approval (section II.C). Provide any additional documentation to support the Condominium Project Approval, as necessary.

Legal Name of Condominium Project: Wasatch Commons Condominium Association_____

Review Type: Full Review Recertification Review Phasing Review Approval Process:
DELRAP HRAP

Section 1: Submitter Information

1.a. Organizational Type of Submitter				
	Condominium Association		Mortgagee	Attorney (Agent)
	Project Consultant		Builder	Other Eligible Submission Source
	Management Company		Developer	

1.b. Submitter Information			
Organization Name: Wasatch Commons Condominium Association			FHA Lender ID Number (10-digit; if applicable):
Street Address: 1411 s utah st			City: Salt Lake City
State: ut	ZIP Code: 84104	Phone Number: 385 319 6718	Fax Number:
Contact Name/Title: Ben Trueman			Email Address: ctwtrueman@gmail.com

WARNING: This warning applies to all certifications made in this document.

Anyone who knowingly submits a false claim, or makes false statements is subject to criminal and civil penalties, including confinement for up to 5 years, fines, and civil penalties. 18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729

FHA Condominium Project Approval Questionnaire Page 1 of 8 Form HUD-9992 (1/21)

OMB Approval No. 2502-0610
Expires 1/31/2024

Section 2: Condominium Project Information

2.a. Condominium Project

Legal Name of Project: Wasatch Commons Condominiums		FHA Condo-ID Number: D00791
Street Address: 1411 s utah st		City Salt Lake City
State: Ut	ZIP Code: 84104	Project Completion Date:1998

2.b. Condominium Association

Condominium Association Name: Wasatch Commons Condominium association		Association Tax ID Number: 87-D619354	
Street Address: 1411 s utah st		City: Salt Lake City	
State: ut	ZIP Code: 84104	Phone Number: n/a	Fax Number:
Contact Name/Title: Ben trueman		Email Address: wasatchcommons@gmail.com	

2.c. Management Company Self-Managed

Management Company Name: N/A			
Street Address:		City:	
State:	ZIP Code:	Phone Number:	Fax Number:
Management Contact Name/Title:		Email Address:	

Section 3: Project Eligibility

3.a.	FHA Insurance Concentration	Yes	No
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1.	Does the FHA Insurance Concentration for the Condominium Project comply with FHA's standard?	x	
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3.b.	Recertification Review N/A	Yes	No
1.	Have any of the legal documents been amended since the last FHA approval? If "Yes," submit updated legal documents.		x

3.c.	Manufactured Home Condominium Project N/A	Yes	No
1.	Is this a Manufactured Home Condominium Project? If "Yes," HRAP processing is required.		x

3.d.	Legal Phasing N/A		
		Yes	No
1.	Is the project 100% complete, including all construction or renovation of Units for all Condominium Project Legal Phases? If "No," answer 3.d.2. – 3.d.6. If "Yes," skip to 3.e.	x	
2.	Enter the Number of Planned and Complete Legal Phases and Units.	# of Phases	# of Units
a.	Total planned Legal Phases and Units for the Condominium Project		

3.d.	Legal Phasing N/A		
b.	Complete Legal Phases and Units (evidenced by built out Units and a CO, a Temporary CO or equivalent)		
c.	Complete Legal Phases with FHA approval		
d.	Complete Legal Phases and Units submitted for FHA Condominium Project Approval		
		Yes	No
3.	Are all the Complete Legal Phases included in the Condominium Project Approval package?		
4.	Are the Complete Legal Phases independently sustainable without future planned Legal Phases, as demonstrated by the budget and financial documentation?		

5.	Does the project contain arrangements that guarantee the future completion of all facilities and Common Elements?		
6.	Does the Condominium Project demonstrate positive cash flow from the revenue and expenditures of the completed phases and Common Elements?		

3.e. Occupancy Requirements by Construction Type

1. Owner Occupancy Owner-occupied Units include any Unit: occupied by the owner for any portion of the calendar year and that is not rented for a majority of the year; listed for sale, and not listed for rent, that was previously occupied by the owner as described above; or sold to an owner who intends to occupy the Unit as described above. A Unit owned by the builder/developer is not an owner-occupied Unit. A non-owner-occupied Unit refers to a Unit that does not meet the requirements above.			
		# of Units	
a.	Provide the total number of Units in the Condominium Project.	26	
i.	Provide the number of owner-occupied Units (as described in 3.e.1.).	24	
ii.	Provide the number of non-owner-occupied Units.	2	
		% of Units	
b.	Provide the Owner Occupancy Percentage (owner-occupied Units/total Units).	95%	
2. Construction Type (Check the Construction Type and answer the applicable questions.)			
a.	Existing Construction Projects (greater than 12 months old)		
	Check the box used to comply with the Owner Occupancy Percentage requirement. Does not meet the requirement. If checked, Condominium Project is not eligible. Meets minimum owner occupancy requirement. If checked, skip to 3.f. Meets exception requirement (HRAP submission, within owner occupancy range and limit on lower Units in Arrears). If checked, skip to 3.f.		
b.	New Construction: Complete Legal Phase or Complete Condominium Projects (less than 12 months old)	Yes	No
	Does the Owner Occupancy Percentage comply with FHA's requirement for the declared Units in the Condominium Project?	x	

3.f.	Units in Arrears	# of Units	
1.	Enter the number of Units in Arrears (more than 60 days past due).	0	
		% of Units	
2.	Enter the percent of Units in Arrears. (Units in Arrears/total Units)	0%	
		Yes	No
3.	Does the percentage of Units in Arrears comply with the FHA requirement?	x	

3.g	Individual Owner Concentration	Yes	No
1.	Does any single owner own more than one Unit? If "Yes," complete the information in the table.		x
2.	Does the Individual Owner Concentration comply with the FHA requirement?	x	
3.	Individual/ Entity Name (Attach list for additional individual owners as required.)	Develo per/ Builder	# of Units

3.h.	Financial Stability and Controls	Yes	No
1.	Does the Condominium Association have a reserve account for capital expenditures and deferred maintenance?	x	
2.	Does the Condominium Association maintain separate accounts for operating and reserve funds?	x	
3.	Is there a reserve account for capital expenditures and deferred maintenance, that is funded with at least the required FHA percentage of the aggregate of 12 months of Unit assessments?		x
4.	Is there evidence that the annual budget reflects a reserve allocation equal to at least the minimum required FHA percentage?		x
5.	If 3.h.3. or 3.h.4. is "No," check all that apply. Is there an acceptable reserve study that justifies: a lower reserve account balance; and/or a lower funding rate for the reserve account?	x	
6.	Provide the following financial information:	Amount	
a.	Annual Condominium Association's Dues for all Unit Owners	\$86,537	

b.	Special Assessments	\$	
c.	Reserve Account Balance	\$90,755.50	
		Yes	No
7.	Does the Condominium Project have an operating income that demonstrates a stable income stream over the past two years, with decreases that do not exceed FHA's percentage requirement?	x	
8.	Does the budget demonstrate the ability to cover the cost of insurance coverage and deductibles?	x	
9.	Are the financial records consistent with the application package, including special assessments, loans, or other financial variations?	x	
10.	Has the project experienced a Financial Distress Event within the last 36 months? If "Yes," refer to Handbook 4000.1, section II.C.2 for additional requirements.		x
	Management Company N/A	Yes	No
11.	Does the management company maintain separate records and bank accounts for the Condominium Association?		
12.	Does the Condominium Association restrict the management company from drawing checks on, or transferring funds from, the reserve account of the Condominium Association without approval from the Condominium Association?		

3.i	Commercial/Non-Residential Space N/A	Square Footage
1.	Total square footage	
2.	Total square footage of Commercial/Non-Residential Space	
3.	Total square footage of Residential Space	
		%
4.	Enter the percentage of Commercial/Non-Residential Space in the Condominium Project. ((Total Commercial/Non-Residential Space square footage)/total square footage)	
5.	<p>Check the box to show compliance with the Commercial/Non-Residential Space requirement. The Condominium Project:</p> <p>does not comply with the FHA requirement. If checked, project is not eligible;</p> <p>complies with the percentage allowed by FHA. If checked, skip to 3.j.; or</p> <p>complies with the exception percentage range. If checked, answer 3.i.5.a. and 3.i.5.b.</p>	

		Yes	No
a.	Based upon the analysis of additional required documentation, does the Condominium Project maintain its residential character?		
b.	Are the Residential and Commercial/Non-Residential Spaces independently sustainable such that neither portion of the project is financially reliant on the other?		

3.j	Live/Work N/A Do the Live/Work arrangements comply with the standard for the square footage of the non residential floor area of the Live/Work Unit?	Yes	No
1.			

3.k.	Litigation	Yes	No
1.	Is the Condominium Project or Condominium Association subject to any pending Litigation? If "Yes," provide a signed and dated explanation and answer 3.k.2.—3.k.8. If "No," skip to 3.l.		x
2.	If there is Litigation, is it related to the safety, structural soundness, habitability, or functional use of the Condominium Project?		
		Date	
3.	What is the anticipated settlement or judgement date, if applicable?		
		Yes	No
4.	If applicable, is insurance coverage sufficient to pay out a settlement/judgement without affecting the Financial Stability of the project? If "No," provide an explanation that addresses the impact of the legal action on the future solvency of the Condominium Association, the ability of the homeowners to transfer title, and any impact on the rights of homeowners.		
5.	Have any required repairs or remedial work to address the issues (i.e., safety, structural soundness, habitability, or functional use of the Condominium Project) been scheduled?		
6.	Have repairs started?		
		Date	
7.	Enter the date for the scheduled completion.		
		Yes	No
8.	Is the Condominium Project or Condominium Association subject to any other Litigation risk not covered by insurance or that exceeds the amount of insurance		

	coverage relating to the potential losses for that matter?		
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3.l	Leasehold Interest N/A	Yes	No
1.	Is the Condominium Project owned under a Leasehold Interest?		x
2.	Does the lease comply with FHA's leasehold guidance?	x	

3.m	Transfer of Control	Yes	No
1.	Has Control of the Condominium Association been transferred from the developer/builder to the Unit owners?	x	
		xDate	
2.	Date of transfer or estimated date of transfer (if applicable)	07/1998	

3.n.	Contracts	Yes	No
1.	Are there existing contracts entered into by the builder/developer prior to the Transfer of Control? If "No," proceed to 3.o.		x
2.	Do the existing contracts comply with the no more than 90 Days' notice to terminate requirement?		x
3.	If the Condominium Association employs a management company, does the Management Agreement comply with the no more than 90 Days' notice to terminate requirement?		

3.o.	Recreational Leases/Easements	Yes	No
1.	Does the Condominium Project have a Recreational Lease/Easement? If "Yes," answer 3.o.2. and 3.o.3. If "No," skip to 3.p.		x
2.	Is the property owner a nonprofit Entity under the Control of the Condominium Association?		
3.	Does each Unit owner have the right to opt out of membership with no more than 90 Days' notice and without penalty?		

3.p.	Legal Restrictions on Conveyance	Yes	No
1.	Do the Condominium Project legal documents comply with FHA's legal restrictions on conveyance (free assumability) standards defined in 24 CFR § 203.41?	x	
2.	Does the Condominium Project have affordable housing Units? If "Yes," answer 3.p.3. and 3.p.4. If "No," skip to 3.p.5.		x
3.	If it is an eligible government or nonprofit affordable housing program, does it meet the exceptions defined in 24 CFR § 203.41(c) and (d)?		
4.	Are the affordable housing Units identified by recorded legal documents, which specify the Units that are covered under the program?		
5.	Does the Condominium Project have private transfer fee covenants? If "Yes," answer 3.p.6. If "No," skip to 3.q.	x	
6.	Do the private transfer fee covenants comply with Excepted Transfer Fee Covenants as provided in 12 CFR § 1228?	x	

3.q.	Insurance Requirements	Yes	No
1.	Hazard Insurance: Does the Condominium Association have a master or blanket Hazard Insurance policy in an amount equal to at least 100% of the insurable replacement cost of the Condominium Project, including the individual Units in the Condominium Project?	x	
2.	Liability Insurance: Does the Condominium Association have a comprehensive Liability Insurance policy for the entire Condominium Project, including all Common Elements, public ways, and other areas that are under its supervision, in the amount of at least \$1 million for any single occurrence?	x	
3.	Fidelity Insurance: Does the Condominium Association maintain Fidelity Insurance for all officers, directors, and employees of the Condominium Association and all other persons handling or responsible for funds administered by the Condominium Association that complies with the FHA standard?	x	
4.	Flood Insurance: Are Units or Common Elements located in a Special Flood Hazard Area (SFHA)? If "Yes," Flood Insurance is in force equaling (select only one option): 100% replacement cost; Maximum National Flood Insurance Program (NFIP) coverage available per Unit; or Some other amount (enter amount here) \$_____.		x

3.r	Special Flood Hazard Areas for New Construction and Manufactured Housing N/A	Yes	No

1.	If any portion of the Structures or equipment essential to the value of the Complete Condominium Project is located within an SFHA, select the documentation used to comply: a final LOMA or final LOMR from FEMA that removes the Property from the SFHA; or a FEMA NFIP Elevation Certificate (FEMA Form 086-0-33)		
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3.s.	Existing Project (Greater than 12 months)	Yes	No
1.	Was the Condominium Project or Legal Phase completed more than 12 months ago? If "Yes," skip to 3.w. If "No," answer 3.t.1.	x	

3.t.	Complete Condominium Project (Less than 12 months) or Legal Phase N/A	Yes	No
1.	Has a signed and dated form HUD-92541, <i>Builder's Certification of Plans, Specifications, and Site</i> , been submitted? If "No," go to 3.t.2. If "Yes," skip to 3.t.4.		
2.	Does the form HUD-92541 show any issues noted by the builder/developer? If "Yes," answer 3.t.3. If "No," skip to 3.t.4.		
3.	Have proper mitigation plans been addressed?		
4.	Have any Units closed with the Condominium Project or Legal Phase? If "No," answer 3.t.4.a. and 3.t.4.b. If "Yes," skip to 3.t.5.		
a.	Has a proposed budget been submitted showing financial stability for the Condominium Project or Legal Phase?		
b.	Is a current Builders Risk Policy in place?		
5.	Have all required Hazard Insurance, Liability Insurance, and Fidelity Insurance policies been provided in the name of the Condominium Association?		

3.u.	Newly Converted: Gut Rehabilitation N/A	Date	
1.	Provide the recordation date for the newly converted Condominium Project's legal documents.		
		Yes	No
2.	Does the Gut Rehabilitation (Gut Rehab) Condominium Project meet the general FHA Condominium Project Approval requirements?		
3.	Does the Gut Rehab Condominium Project comply with the FHA Condominium Project Approval New Construction standards?		

3.v.	Newly Converted: Non-Gut Rehab N/A	Yes	No
1.	If the project is a Non-Gut Rehab, have all the rehabilitation work and repairs been completed?		
2.	If the project is a Non-Gut Rehab, does it comply with the standards for Existing Construction?		
3.	If the project is a Non-Gut Rehab, is there a reserve study prepared by a qualified, independent third party that is less than 36 months old?		

3.w.	Two- to Four-Unit N/A	Yes	No
1.	Does state law require the creation of an annual budget or annual financial statements?		
2.	Is the project 75% owner occupied?		
3.	Are there Units in Arrears? (Excluding late fees or other administrative expenses)		

Section 4: Submitter Worksheet Certification

I, the undersigned, certify that I have completed the questionnaire with information obtained within the last 90 days from verifiable sources, including a condominium association, public records, independent third parties, or other data sources. The Condominium Project meets FHA requirements. The information and statements contained in all sections of the questionnaire are true and correct to the best of my knowledge.



Ben Trueman,
President, Wasatch Commons Condominium Association

Name (printed) Title and Company Name

May 20, 2022

Signature Date

109-637

WASATCH COMMONS CONDOMINIUM ASSOCIATION
1411 S UTAH ST STE 29
SALT LAKE CITY UT 84104-3465



+0000035 109-637

WASATCH COMMONS CONDOMINIUM ASSOCIATION
1411 S UTAH ST STE 29
SALT LAKE CITY UT 84104-3465



FACTS**WHAT DOES AMERICAN FAMILY INSURANCE DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit based insurance scores • Drivers license records and claims history <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Family Insurance chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does American Family Insurance share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	<p>Call 1-888-312-2263 – when prompted you will be asked to provide your first name, middle initial (if applicable), last name, address, city, state and at least one of your policy numbers. Please also indicate if you are requesting to limit sharing for others on your policies. Please indicate their full names.</p> <p>Please note:</p> <p>If you are a new customer, or receiving this notice from us for the first time, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions?	Please go to our website at www.amfam.com/privacy-security
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Who we are	
Who is providing this notice?	This privacy notice is provided by American Family Mutual Insurance Company, S.I. and the affiliates as listed under the "Other important information" section of this notice (referred to collectively as "American Family Insurance").



Page 2

What we do	
How does American Family Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Family Insurance collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance • Pay insurance premiums • File an insurance claim • Give us your contact information • Use your credit or debit card
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)
What happens when I limit sharing for an account I hold jointly with someone else?	Your limit-sharing request will only apply to the names received in your request.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • The affiliates of American Family Mutual Insurance Company, S.I. include the companies identified under the "Other important information" section of this notice, and other affiliated companies within Homesite Group Incorporated and PGC Holdings Corp.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include our sales agents, mortgage companies and direct marketing companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include other financial services companies and insurance companies.

Other important information	
For Nevada residents only. You have the right to place your telephone number on American Family Insurance's internal do not call list, which means we can contact you by telephone only in response to a specific request from you for information or in order to service any existing American Family Insurance business. For additional information about the Nevada do not call requirements, or to add your telephone number to our internal do not call list, contact American Family Insurance at 1-877-216-9232. For information on the Nevada state do not call law, contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Ste. 3900, Las Vegas, NV 90101, Phone: 1-702-486-3132, email: BCPINFO@ag.state.nv.us	
For Vermont residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.amfam.com/privacy-security or call 1-800-692-6326.	
For Georgia residents only. NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.	
For New Mexico residents only. We are prohibited from disclosing information related to domestic abuse. In New Mexico an individual has certain rights as a Protected Person under N.M. Admin Code 13.7.5 and N. M. S. A 1978, § 59A-16B-4. If you would like to exercise any of those rights or want an explanation of those rights, please contact American Family Insurance at 1-800-MYAMFAM ext. 78082.	



Other important information – continued

For our customers in AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, SC and VA only.

You have the right to review information in your file. You may do so by writing to us at the address at the end of this section and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file. Use this address for requesting information in your file or for questions about the information in your file: **American Family Insurance, Attn: Consumer Affairs Department, 6000 American Pkwy., Madison, Wisconsin 53783-0001.**

American Family Insurance Legal Entities:

In addition to American Family Mutual Insurance Company, S.I., this privacy notice is provided by the following companies, which are all affiliates of American Family Mutual Insurance Company, S.I.: American Standard Insurance Company of Wisconsin, American Family Life Insurance Company, American Family Brokerage, Inc., American Family Insurance Company, American Standard Insurance Company of Ohio, and Midvale Indemnity Company. All companies are collectively referred to as "American Family Insurance" in this notice.





AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

COMMON DECLARATIONS

POLICY NUMBER

43 X23144-01

COMPANY CODE

0022-BLBK-UT

CUSTOMER BILLING ACCOUNT

021-375-753 79

NAMED

INSURED

MAILING

ADDRESS

WASATCH COMMONS CONDOMINIUM ASSOCIATION

1411 S UTAH ST STE 29

SALT LAKE CITY UT 84104-3465

POLICY PERIOD

FROM 06/16/2022 TO 06/16/2023

12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS:

LIMITED LIABILITY CO

BUSINESS DESCRIPTION:

HOA

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated, this premium may be subject to adjustment.

CRIME AND FIDELITY COVERAGE PART

PREMIUM

\$367.00

TOTAL PREMIUM

\$367.00

AUTHORIZED
REPRESENTATIVE
President
SecretaryCOUNTERSIGNED
LICENSED RESIDENT AGENT

AGENT 109-637

SCOTT HIRSCHI

1 W 100 S

KAYSVILLE

UT 84037-1930

PAGE

01

BRANCH

ALR

02-12

ENTRY DATE

03/22/2022





AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
MADISON, WISCONSIN 53783-0001

**CRIME AND FIDELITY COVERAGE PART
DECLARATIONS**

POLICY NUMBER
43 X23144-01

COMPANY CODE
0022-BLBK-UT

NAMED INSURED WASATCH COMMONS CONDOMINIUM ASSOCIATION
MAILING ADDRESS 1411 S UTAH ST STE 29
SALT LAKE CITY UT 84104-3465

COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE

PLAN 1 COMMERCIAL CRIME - SEPARATE LIMITS OPTION

COVERAGE FORMS FORMING PART OF THIS COVERAGE PART	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	PREMIUM
EMPLOYEE THEFT (BLANKET)	\$150,000	\$1,000	\$342.00
INSIDE THE PREMISES -			
THEFT OF MONEY AND SECURITIES	\$10,000	\$1,000	\$22.00
OUTSIDE THE PREMISES	\$10,000	\$1,000	\$3.00
TOTAL ADVANCE PREMIUM			\$367.00

Forms and endorsements applying to this coverage part and made part of this policy at time of issue:

IL00171198	IL02660907	IL09350702	CR01210702	CR00210506
CR07510808	CR25020506			

CANCELLATION OF PRIOR INSURANCE

By acceptance of this Policy you give us notice canceling prior policy or bond numbers:

NONE

NONE

The cancellation to be effective at the time this Coverage Part becomes effective.

AUTHORIZED
REPRESENTATIVE

William B. Vestuto
President

PEC
Secretary

COUNTERSIGNED
LICENSED RESIDENT AGENT



AGENT 109-637
SCOTT HIRSCHI
1 W 100 S
KAYSVILLE
CR AF 01 08 18

UT 84037-1930

INSURED

PAGE 01
BRANCH ALR
ENTRY DATE 03/22/2022

02-12

Stock No. 07145



POLICY NUMBER: 43 X23144-01

CRIME AND FIDELITY
CR 25 02 05 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE DESIGNATED AGENTS AS EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

SCHEDULE	
Capacity Of Agent PROPERTY MANAGER	Limit Of Insurance \$150,000
Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

1. The definition of "Employee" is amended to include each natural person, partnership or corporation you appoint in writing to act as your agent in the capacity shown in the Schedule while acting on your behalf or while in possession of covered property. These natural persons, partnerships or

corporations are not covered for faithful performance of duty, even in the event that this insurance may have been amended by endorsement to provide such coverage on other "employees". Only coverage for "theft" applies to the agents scheduled above.



2. Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one "employee" for the purposes of this insurance. However, the Termination As To Any Employee Condition applies individually to each of them.
3. The most we will pay under this insurance for loss caused by an agent included as an "employee" by this endorsement is the Limit of Insurance shown in the Schedule. That Limit of Insurance is part of, not in addition to, the Limit of Insurance shown in the Declarations as applicable to the Employee Theft Insuring Agreement.



STATEMENT OF VALUES - BLANKET COVERAGES

AMERICAN FAMILY MUTUAL INSURANCE COMPANY

BUSINESSOWNERS

BP 86 13 08 10

Applicant or Named Insured: WASATCH COMMONS CONDOMINIUM ASSOCIATION

Doing Business As Name (if applicable):

Insured Mailing Address: 1411 S UTAH ST # 29
SALT LAKE CTY, UT 84104-3465

Valuation Type: Replacement Cost

Effective Date: 11-04-2021

Policy Number to which Blanket coverages are to apply (N/A if new business): 43X2314402

The Statement Of Values - Blanket Coverage must be submitted for all new business, coverage changes and value changes. **Loss Payment Penalties may apply if property is not insured to at least 80% of replacement cost value at the time of loss.** Building Limit Inflation Protection Coverage and Business Personal Property Automatic Increase In Coverage will apply to each renewal.

* Blanket Coverages are only available for the following types of property: Buildings, Auxiliary Buildings/Structures, Business Personal Property, Auxiliary Buildings Business Personal Property, Signs, Fences and Antennas. Blanket Coverage applies per property type.

Specific rates apply to each item listed in this Schedule.

PREMISES NO.	2	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 1 & 2 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$254,830		
PREMISES NO.	3	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 3 & 4 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$337,523		

CONTINUED ON NEXT PAGE

APPLICANT OR INSURED

All property values submitted are 100% of the replacement cost value to the best of my knowledge and American Family can rely upon my statements in providing Blanket Coverages.

Signed _____

Name _____

Title _____

Date _____

AGENT

I have explained to the insured the Loss Payment Penalties that may apply if the property is not insured to 80% of replacement cost value.

Signature _____

Name SCOTT HIRSCHI

Agent/District Code 109-637

Date _____

Schedule (continued)


Specific rates apply to each item listed in this Schedule.

PREMISES NO.	4	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 5 & 6 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$341,056		
PREMISES NO.	5	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 7 & 9 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$330,925		
PREMISES NO.	6	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 11 & 13 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$320,917		
PREMISES NO.	7	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 15 & 17 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$254,830		
PREMISES NO.	8	BUILDING NO.	1
LOCATION	1411 S UTAH ST APT 19 SALT LAKE CTY, UT 84104-3479		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$206,006		

Schedule (continued)

Specific rates apply to each item listed in this Schedule.

PREMISES NO.	9	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 22, 24 & 26 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$484,033		
PREMISES NO.	10	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 20, 21, 23 & 25 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$599,591		
PREMISES NO.	11	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 16 & 18 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$321,519		
PREMISES NO.	12	BUILDING NO.	1
LOCATION	1411 S UTAH ST UNITS 8, 10, 12 & 14 SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$465,475		
PREMISES NO.	13	BUILDING NO.	1
LOCATION	1411 S UTAH ST SHOP SALT LAKE CITY UT 84104		
OCCUPANCY	CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE		
CONSTRUCTION	FRAME		
*PROPERTY TYPE	BUILDINGS		
VALUES	\$166,313		

FACTS		WHAT DOES AMERICAN FAMILY INSURANCE DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit based insurance scores • Drivers license records and claims history <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Family Insurance chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does American Family Insurance share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes— to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness		Yes	Yes
For our affiliates to market to you		Yes	Yes
For nonaffiliates to market to you		Yes	Yes
To limit our sharing	<p>Call 1-888-312-2263 – when prompted you will be asked to provide your first name, middle initial (if applicable), last name, address, city, state and at least one of your policy numbers. Please also indicate if you are requesting to limit sharing for others on your policies. Please indicate their full names.</p> <p>Please note:</p> <p>If you are a new customer, or receiving this notice from us for the first time, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>		
Questions?	Please go to our website at www.amfam.com/privacy-security		
Who we are			
Who is providing this notice?	This privacy notice is provided by American Family Mutual Insurance Company, S.I. and the affiliates as listed under the "Other important information" section of this notice (referred to collectively as "American Family Insurance").		

Page 2

What we do	
How does American Family Insurance protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Family Insurance collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • Apply for insurance • Pay insurance premiums • File an insurance claim • Give us your contact information • Use your credit or debit card
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. (See below for more on your rights under state law.)</p>
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Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates we share with can include our sales agents, mortgage companies and direct marketing companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our joint marketing partners include other financial services companies and insurance companies.

Other important information	
For Nevada residents only. You have the right to place your telephone number on American Family Insurance's internal do not call list, which means we can contact you by telephone only in response to a specific request from you for information or in order to service any existing American Family Insurance business. For additional information about the Nevada do not call requirements, or to add your telephone number to our internal do not call list, contact American Family Insurance at 1-877-216-9232. For information on the Nevada state do not call law, contact the Nevada Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Ste. 3900, Las Vegas, NV 90101, Phone: 1-702-486-3132, email: BCPINFO@ag.state.nv.us	
For Vermont residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.amfam.com/privacy-security or call 1-800-692-6326.	
For Georgia residents only. NOTICE: The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.	
For New Mexico residents only. We are prohibited from disclosing information related to domestic abuse. In New Mexico an individual has certain rights as a Protected Person under N.M. Admin Code 13.7.5 and N. M. S. A 1978, § 59A-16B-4. If you would like to exercise any of those rights or want an explanation of those rights, please contact American Family Insurance at 1-800-MYAMFAM ext. 78082.	

Other important information – continued**For our customers in AK, AZ, CA, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, SC and VA only.**

You have the right to review information in your file. You may do so by writing to us at the address at the end of this section and providing us with your complete name, address, date of birth, and all policy numbers under which you are insured. Within 30 days of receipt of your request, we will contact you and inform you of the nature of recorded information that can be reasonably located and retrieved about you in our files. If you believe there is information in our file that is incorrect, you have the right to notify us and request that it be corrected, amended or deleted from your file. Use this address for requesting information in your file or for questions about the information in your file: **American Family Insurance, Attn: Consumer Affairs Department, 6000 American Pkwy., Madison, Wisconsin 53783-0001.**

American Family Insurance Legal Entities:

In addition to American Family Mutual Insurance Company, S.I., this privacy notice is provided by the following companies, which are all affiliates of American Family Mutual Insurance Company, S.I.: American Standard Insurance Company of Wisconsin, American Family Life Insurance Company, American Family Brokerage, Inc., American Family Insurance Company, American Standard Insurance Company of Ohio, and Midvale Indemnity Company. All companies are collectively referred to as "American Family Insurance" in this notice.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
43X2314402**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
021-237-997 26**NAMED INSURED** WASATCH COMMONS CONDOMINIUM ASSOCIATION**MAILING ADDRESS** 1411 S UTAH ST # 29
SALT LAKE CTY, UT 84104-3465**POLICY PERIOD** FROM 11-04-2021 TO 11-04-2022
12:01 A.M. Standard Time at your mailing address shown above.**FORM OF BUSINESS** CORPORATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SECTION I PROPERTY**ALL PROPERTY COVERAGES ARE SUBJECT TO THE FOLLOWING:****COVERED CAUSES OF LOSS** SPECIAL - RISK OF DIRECT PHYSICAL LOSS**COVERAGE PROVIDED.** BLANKET INSURANCE AT THE FOLLOWING DESCRIBED PREMISES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN UNLESS COVERAGE IS PROVIDED BY AN ENDORSEMENT.**DESCRIPTION OF PREMISES**PREMISES NO. 0002 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 1 & 2
SALT LAKE CITY UT 84104BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 1998**COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL** 416**DESCRIPTION OF PREMISES**PREMISES NO. 0003 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 3 & 4
SALT LAKE CITY UT 84104BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 1998**AGENT** 109-637
SCOTT HIRSCHI
1 W 100 S
KAYSVILLE, UT 84037-1930**PHONE**
801-444-0227**PAGE** 0001
BRANCH TKC003 **RENEW**
ENTRY DATE 09-20-2021

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
43X2314402**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
021-237-997 26**COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416****DESCRIPTION OF PREMISES**PREMISES NO. 0004 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 5 & 6
SALT LAKE CITY UT 84104BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 1998**COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416****DESCRIPTION OF PREMISES**PREMISES NO. 0005 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 7 & 9
SALT LAKE CITY UT 84104BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 1998**COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416****DESCRIPTION OF PREMISES**PREMISES NO. 0006 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 11 & 13
SALT LAKE CITY UT 84104BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 1998**COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416****AGENT 109-637**
SCOTT HIRSCHI
1 W 100 S
KAYSVILLE, UT 84037-1930**PHONE**
801-444-0227**PAGE 0002**
BRANCH TKC003 RENW
ENTRY DATE 09-20-2021

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
43X2314402**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
021-237-997 26**DESCRIPTION OF PREMISES**PREMISES NO. 0007 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 15 & 17
SALT LAKE CITY UT 84104BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 1998
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416**DESCRIPTION OF PREMISES**PREMISES NO. 0008 BUILDING NO. 001
LOCATION 1411 S UTAH ST APT 19
SALT LAKE CTY, UT 84104-3479BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 1
CONSTRUCTION FRAME
YEAR BUILT 1998
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416**DESCRIPTION OF PREMISES**PREMISES NO. 0009 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 22, 24 & 26
SALT LAKE CITY UT 84104BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILENUMBER OF UNITS 3
CONSTRUCTION FRAME
YEAR BUILT 1998
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416**DESCRIPTION OF PREMISES**PREMISES NO. 0010 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 20, 21, 23 & 25
SALT LAKE CITY UT 84104AGENT 109-637
SCOTT HIRSCHI
1 W 100 S
KAYSVILLE, UT 84037-1930PHONE
801-444-0227PAGE 0003
BRANCH TKC003 RENW
ENTRY DATE 09-20-2021

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
43X2314402**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
021-237-997 26

BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE
NUMBER OF UNITS 4
CONSTRUCTION FRAME
YEAR BUILT 1998
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416

DESCRIPTION OF PREMISES

PREMISES NO. 0011 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 16 & 18
SALT LAKE CITY UT 84104

BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE
NUMBER OF UNITS 2
CONSTRUCTION FRAME
YEAR BUILT 1998
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416

DESCRIPTION OF PREMISES

PREMISES NO. 0012 BUILDING NO. 001
LOCATION 1411 S UTAH ST UNITS 8, 10, 12 & 14
SALT LAKE CITY UT 84104

BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE
NUMBER OF UNITS 4
CONSTRUCTION FRAME
YEAR BUILT 1998
COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416

DESCRIPTION OF PREMISES

PREMISES NO. 0013 BUILDING NO. 001
LOCATION 1411 S UTAH ST SHOP
SALT LAKE CITY UT 84104

BUILDING INTEREST LEASED TO OTHERS
PREDOMINANT OCCUPANCY CONDOMINIUM ASSOCIATION - RESIDENTIAL WITHOUT MERCANTILE
NUMBER OF UNITS 1
CONSTRUCTION FRAME
YEAR BUILT 1998

AGENT 109-637
SCOTT HIRSCHI
1 W 100 S
KAYSVILLE, UT 84037-1930

PHONE
801-444-0227

PAGE 0004
BRANCH TKC003 **RENEW**
ENTRY DATE 09-20-2021

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
43X2314402**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
021-237-997 26**COMMERCIAL BUILDING CONSTRUCTION COST INDEX LEVEL 416****The Following Applies To All Premises Identified In This Declaration****POLICY PROPERTY DEDUCTIBLE** \$10,000**OTHER PROPERTY DEDUCTIBLE(S)**

OPTIONAL COVERAGE/GLASS DEDUCTIBLE \$500

COVERAGEBUILDING - Blanket
REPLACEMENT COST**LIMIT OF INSURANCE**

\$4,083,018

PREMIUM

\$4,415.00

ADDITIONAL COVERAGE

BUSINESS INCOME

LIMIT OF INSURANCE

ACTUAL LOSS SUSTAINED

PREMIUM

INCLUDED

Property forms and endorsements applying to this premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 84 11 07 98

BP 85 11 12 08

APPLICABLE PROPERTY ENDORSEMENT CHARGES

\$5.00

TOTAL ADVANCE PROPERTY PREMIUM

\$4,420.00

Property forms and endorsements applying to all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 06 01 01 07

BP 83 01 07 98

BP 83 02 01 07

BP 84 04 01 07

SECTION II LIABILITY AND MEDICAL EXPENSES

Except for Damage To Premises Rented To You, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to **Section II Liability** in the BUSINESSOWNERS COVERAGE FORM and any attached endorsements.

COVERAGE

AGGREGATE LIMIT (OTHER THAN PRODUCTS COMPLETED OPERATIONS)

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

LIMIT OF INSURANCE

\$4,000,000

\$4,000,000

DAMAGE TO PREMISES RENTED TO YOU - ANY ONE PREMISES

\$50,000

LIABILITY - EACH OCCURENCE LIMIT

\$2,000,000

PREM 0002 BLDG 001

MEDICAL EXPENSES - ANY ONE PERSON

\$10,000

PREM 0003 BLDG 001

MEDICAL EXPENSES - ANY ONE PERSON

\$10,000

PREM 0004 BLDG 001

MEDICAL EXPENSES - ANY ONE PERSON

\$10,000

AGENT 109-637

SCOTT HIRSCHI

1 W 100 S

KAYSVILLE, UT 84037-1930

PHONE

801-444-0227

PAGE

0005

BRANCH TKC003 **RENEW****ENTRY DATE** 09-20-2021

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**

43X2314402

DECLARATIONS**CUSTOMER BILLING ACCOUNT**

021-237-997 26

PREM 0005	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000
PREM 0006	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000
PREM 0007	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000
PREM 0008	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000
PREM 0009	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000
PREM 0010	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000
PREM 0011	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000
PREM 0012	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000
PREM 0013	BLDG 001	MEDICAL EXPENSES - ANY ONE PERSON	\$10,000

LOCATION	PREMIUM BASIS	RATE	ADVANCE PREMIUM
PREMISES NO. 0002 BUILDING NO. 001	2 UNITS		\$20.00
PREMISES NO. 0003 BUILDING NO. 001	2 UNITS		\$20.00
PREMISES NO. 0004 BUILDING NO. 001	2 UNITS		\$20.00
PREMISES NO. 0005 BUILDING NO. 001	2 UNITS		\$20.00
PREMISES NO. 0006 BUILDING NO. 001	2 UNITS		\$20.00
PREMISES NO. 0007 BUILDING NO. 001	2 UNITS		\$20.00
PREMISES NO. 0008 BUILDING NO. 001	1 UNITS		\$11.00
PREMISES NO. 0009 BUILDING NO. 001	3 UNITS		\$31.00
PREMISES NO. 0010 BUILDING NO. 001	4 UNITS		\$41.00
PREMISES NO. 0011 BUILDING NO. 001	2 UNITS		\$20.00

AGENT 109-637
SCOTT HIRSCHI
 1 W 100 S
 KAYSVILLE, UT 84037-1930

PHONE
 801-444-0227

PAGE 0006
BRANCH TKC003 RENW
ENTRY DATE 09-20-2021

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

BUSINESSOWNERS POLICY**POLICY NUMBER**
43X2314402**DECLARATIONS****CUSTOMER BILLING ACCOUNT**
021-237-997 26

PREMISES NO. 0012 BUILDING NO. 001

4 UNITS

\$41.00

PREMISES NO. 0013 BUILDING NO. 001

1 UNITS

\$11.00

APPLICABLE BUSINESS LIABILITY ENDORSEMENT CHARGES

\$148.00

TOTAL ADVANCE BUSINESS LIABILITY PREMIUM

\$423.00

Liability forms and endorsements applying to all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP 04 04 01 06	BP 04 17 07 02	BP 04 39 07 02	BP 04 54 01 06
BP 04 93 01 06	BP 05 17 01 06	BP 05 77 01 06	BP 05 98 01 06
BP 10 05 07 02	BP 15 04 05 14	BP 84 24 01 07	BP 85 04 07 10
BP 85 05 07 98UT	BP 85 10 07 98	BP 85 12 01 06	

TOTAL ADVANCE BUSINESS PREMIUM

\$4,843.00

This premium may be subject to adjustment.

Forms and endorsements applying to property and liability at all premises and made part of this policy at time of issue:

Any endorsement followed by a state abbreviation will only apply to coverages within this state.

BP IN 01 01 06	BP 00 03 01 06	BP 01 02 07 02	BP 05 01 07 02
BP 05 15 01 15	BP 05 24 01 15	BP 05 41 01 15	BP 80 01 08 18
BP 87 11 12 11			

AUTHORIZED
REPRESENTATIVE

 President


 Secretary
COUNTERSIGNED
LICENSED RESIDENT AGENT
AGENT 109-637
SCOTT HIRSCHI
 1 W 100 S
 KAYSVILLE, UT 84037-1930

PHONE
 801-444-0227

PAGE 0007
BRANCH TKC003 RENW
ENTRY DATE 09-20-2021

BP AF 01 08 18

INSURED

Stock No. 15141

POLICY NUMBER: 43X2314402

BUSINESSOWNERS
BP 04 04 01 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE	
Coverage	Additional Premium
A. Hired Auto Liability:	INCLUDED
B. Non-Owned Auto Liability:	INCLUDED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. Hired Auto Liability

The insurance provided under Paragraph **A.1. Business Liability in Section II – Liability**, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. Non-Owned Auto Liability

The insurance provided under Paragraph **A.1. Business Liability in Section II – Liability**, applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person.

B. For insurance provided by this endorsement only:

1. The exclusions, under the Paragraph **B.1. Applicable To Business Liability Coverage in Section II – Liability**, other than Exclusions **a., b., d., f.** and **i.** and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract"; or

(2) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

2. Paragraph **C. Who Is An Insured in Section II – Liability**, is replaced by the following:

1. Each of the following is an insured under this endorsement to the extent set forth below:

a. You;

b. Any other person using a "hired auto" with your permission;

c. For a "non-owned auto":

(1) Any partner or "executive officer" of yours; or

(2) Any "employee" of yours

but only while such "non-owned auto" is being used in your business; and

d. Any other person or organization, but only for their liability because of acts or omissions of an insured under **a., b.** or **c.** above.

2. None of the following is an insured:

a. Any person engaged in the business of his or her employer for "bodily injury" to any co-"employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

b. Any partner or "executive officer" for any "auto" owned by such partner or officer or a member of his or her household;

- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
- e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

C. The following additional definitions apply:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired Auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers" or members of their households.
- 3. "Non-Owned Auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

BUSINESSOWNERS
BP 85 11 12 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUILDING AND BUSINESS PERSONAL PROPERTY CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*				
Premises No.	Building No.	Auxiliary Building/Structure Description	Auxiliary Building/ Structure Limit	Auxiliary Buildings Business Personal Property Limit

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Section I - Property is amended as follows:

A. Paragraph A.1. Covered Property is replaced with the following:

Covered Property includes Building as described under Paragraph **a.** below, Business Personal Property as described under Paragraph **b.** below, Auxiliary Buildings/Structures as described under Paragraph **c.** below, Auxiliary Buildings Business Personal Property as described under Paragraph **d.** below, or all four, depending on whether a Limit of Insurance is shown in the Declarations for that type of property. Regardless of whether coverage is shown in the Declarations for Buildings, Business Personal Property, Auxiliary Buildings/Structures, Auxiliary Buildings Business Personal Property, or all four, there is no coverage for property described under Paragraph **A.2. Property Not Covered.**

- a.** Building, means the described building shown in the Declarations, including:
 - (1) Completed additions;
 - (2) Fixtures, including outdoor fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Your personal property in apartments, rooms or common areas furnished by you as landlord;
 - (5) Personal property owned by you that is used to maintain or service the described building or the premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (6) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the described building;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the described building.
- b.** Business Personal Property located in or on the described building at the premises shown in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, including:
 - (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
 - (3) Tenant's improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

- (a) Made a part of the described building you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
 - (4) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**; and
 - (5) Exterior building glass, if you are a tenant and no Limit of Insurance is shown in the Declarations for Building property. The glass must be owned by you or in your care, custody or control.
- c.** Auxiliary Buildings/Structures, meaning the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Completed additions;
 - (2) Fixtures;
 - (3) Permanently installed:
 - (a) Machinery; and
 - (b) Equipment;
 - (4) Personal property owned by you that is used to maintain or service the auxiliary buildings/structures, including:
 - (a) Fire extinguishing equipment;
 - (b) Floor coverings; and
 - (c) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the auxiliary buildings/structures;
 - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the auxiliary buildings/structures, used for making additions, alterations or repairs to the auxiliary buildings/structures.
- d.** Auxiliary Buildings Business Personal Property located in or on the auxiliary buildings/structures described in the above Schedule located at the premises shown in the Declarations, including:
- (1) Property you own that is used in your business;
 - (2) Property of others that is in your care, custody or control, except as otherwise provided in Loss Payment Property Loss Condition **E.5.d.(3)(b)**;
 - (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Paragraph **1.b.(2)**.
- B.** The following is added to **E.3.**, Property Loss Conditions – Duties In the Event of Loss or Damage:
- (10) Keep records of your property in such a way that we can accurately determine the amount of any loss.

Approved 2022 Budget

	2022 OPERATING BUDGET APPROVED	
Income		Subtotals
06100 Association Fees	86,537	
06210 Transfer Fees on Unit Sales	2,000	
06360 Cash Back Awards	300	
06400 Interest Earned - Bank Accounts	3	
06450 Late Payments	75	
06700 Play or Pay	400	
06710 Electric Car Charging	800	
06750 Receipts to Offset CH Expense	200	
		90,315
Expenses		
08100 Common House Operations		
08110 Electric CH & Carports	263	
08120 Gas CH	869	
08150 Supplies CH	100	
		1,232
08200 Landscape Maintenance		
08220 Contract Labor	500	
08230 Supplies & Irrigation	2,000	
08240 Tree Removal and Maint., Stumps	10,900	
		13,400
08300 Maintenance Committee	4,000	
08305 Maintenance Materials		
08320 Commercial		
08350 Contract Labor		
		4,000
08400 Management Committee		
08410 Bank Service Charges	567	
08430 Garbage & Recycling	3,516	
08435 Insurance-General	7,000	
08438 Insurance-Earthquake	10,749	
08450 Office Supplies (printer cart, paper)	200	
08455 Printing and Copying	30	
08460 Postage and Delivery	30	
08473 Reserve Study	2,400	
08476 Bookkeeping Software & Support	695	
08490 Snow Removal	200	
08500 Contingency	200	

Approved 2022 Budget

	2022 OPERATING BUDGET APPROVED	
08600 Taxes	200	
		25,787
08500 Workshop Expense		
08520 Workshop Gas	350	
		350
08700 Water		
08705 Water Common House & Sprinklers	1,995	
08711 Water Workshop	300	
08771 Water East side	2,940	
08790 Water Reimbursement East Side	(200)	
		5,035
COMMITTEES		
09000 Common House Furnishings	500	
09210 Child infrastructure	1,000	
09300 Safety and Security Committee	500	
09350 Celebrations Committee	400	
09450 Welcoming Committee	160	
09452 Dues to Cohousing.org	750	
09640 North Field Committee	200	
09650 Communications Committee	200	
09680 Tree Planting Committee	1,000	
Total Committees		4,710
TOTAL OPERATING EXPENSE		54,514
NET OPERATING INCOME		35,801
TRANSFER TO RESERVE FUND	3%	35,707
NET OPERATING INCOME LESS RESERVE TRANSFER		94

Wasatch Commons Condominium Association, Inc.

Profit and Loss

January - December 2021

	TOTAL
Income	
06100 HOA Fees	84,216.00
06210 Transfer Fees on Unit Sales	2,000.00
06360 Cash Back Awards	350.00
06400 Interest Earned-Operating Accounts	3.27
06450 Late Payment Fees	75.00
06480 Returned Check Fees	12.00
06650 Non Profit Income (deleted)	0.00
06700 Play or Pay	400.00
06710 Electric Car Charging	812.70
06800 Donations	
06805 Donations-Unrestricted	50.00
06810 Donations Tree Work	1,540.00
06820 Donations - Solar Power 2021-2022	271.00
06840 Donations - Greenhouse	500.00
Total 06800 Donations	2,361.00
Total Income	\$90,229.97
GROSS PROFIT	\$90,229.97
Expenses	
08100 Common House Operations	
08110 Electric CH & Carports	271.74
08120 Gas (895...) CH	872.64
08150 Supplies CH	105.17
Total 08100 Common House Operations	1,249.55
08200 Landscape Maintenance	
08210 Equipment	12.88
08220 Contract Labor	506.41
08230 Supplies	142.68
08240 Tree Work	12,485.00
08250 Commercial Landscapers	1,587.76
Total 08200 Landscape Maintenance	14,734.73
08300 Maintenance Committee	31.92
08305 Maintenance Materials	326.09
08320 Commercial	2,386.93
08350 Contract Labor	135.43
Total 08300 Maintenance Committee	2,880.37

Wasatch Commons Condominium Association, Inc.

Profit and Loss

January - December 2021

	TOTAL
08400 Management Committee	
08410 Bank Service Charges	433.54
08430 Garbage & Recycling	3,385.50
08435 Insurance - General	7,825.70
08438 Insurance - Earthquake	8,892.00
Total 08435 Insurance - General	16,717.70
08445 Licenses and Permits	40.00
08450 Office Supplies	200.00
08476 Bookkeeping Software	694.99
08490 Snow Removal	173.33
08495 Taxes	175.00
Total 08400 Management Committee	21,820.06
08500 Workshop Expense	
08520 Gas (912...) Workshop	326.88
Total 08500 Workshop Expense	326.88
08700 Water	
08705 Water (...305) CH & Lawn	1,807.01
08711 Water (...411) Workshop	1,055.71
08771 Water (...371) East side	2,459.01
08790 Water-Reimbursement for non-community water use	-515.98
Total 08700 Water	4,805.75
09200 Parents Committee	29.75
09210 Child infrastructure	2,000.00
09250 Procedures Committee	1,500.00
09300 Safety and Security Committee	117.60
09350 Celebrations Committee	138.52
09450 Welcoming Committee	37.96
09452 Dues to Cohousing.org	750.00
09460 Underutilized Spaces	132.53
09640 North Field	209.62
09650 Communications Committee	185.72
09680 Tree Planting Committee	1,500.00
Total Expenses	\$52,419.04
NET OPERATING INCOME	\$37,810.93
Other Income	
11000 Interest Earned-Reserve Fund	102.62
Total Other Income	\$102.62

Wasatch Commons Condominium Association, Inc.

Profit and Loss

January - December 2021

	TOTAL
Other Expenses	
12300 Capital Reserve Expenditure	
12341 Roof replacement	15,029.00
12347 Asphalt Repair	12,294.25
Total 12300 Capital Reserve Expenditure	27,323.25
Total Other Expenses	\$27,323.25
NET OTHER INCOME	\$ -27,220.63
NET INCOME	\$10,590.30

Wasatch Commons Condominium Association, Inc.

Profit and Loss

January - December 2020

	TOTAL
Income	
06100 HOA Fees	84,216.00
06210 Transfer Fees on Unit Sales	500.00
06360 Cash Back Awards	519.89
06400 Interest Earned-Operating Accounts	188.03
06450 Late Payment Fees	85.00
06700 Play or Pay	580.00
06710 Electric Car Charging	411.00
06750 Receipts to Offset CH Expense	500.00
06990 Misc. Income	75.00
Total Income	\$87,074.92
GROSS PROFIT	\$87,074.92
Expenses	
08100 Common House Operations	
08110 Electric CH & Carports	227.00
08120 Gas (895...) CH	1,203.76
Total 08100 Common House Operations	1,430.76
08200 Landscape Maintenance	
08210 Equipment	424.40
08220 Contract Labor	1,103.67
08230 Supplies	714.50
08240 Tree Work	1,200.00
08250 Commercial Landscapers	376.69
Total 08200 Landscape Maintenance	3,819.26
08300 Maintenance Committee	
08305 Maintenance Materials	691.32
08320 Commercial	1,447.62
08350 Contract Labor	202.43
Total 08300 Maintenance Committee	2,341.37
08400 Management Committee	
08410 Bank Service Charges	59.00
08420 Computer/Office Equip.	145.46
08430 Garbage & Recycling	3,389.08
08435 Insurance - General	6,919.00
08438 Insurance - Earthquake	10,286.36
Total 08435 Insurance - General	17,205.36
08445 Licenses and Permits	28.00
08450 Office Supplies	139.95
08455 Printing and Copying	51.87
08460 Postage and Delivery	18.70

Wasatch Commons Condominium Association, Inc.

Profit and Loss

January - December 2020

	TOTAL
08465 Professional Fees (Accounting & Legal)	
08468 Legal Fees	154.00
Total 08465 Professional Fees (Accounting & Legal)	154.00
08476 Bookkeeping Software	694.99
08490 Snow Removal	150.00
08495 Taxes	368.00
Total 08400 Management Committee	22,404.41
08500 Workshop Expense	
08520 Gas (912...) Workshop	368.53
Total 08500 Workshop Expense	368.53
08700 Water	
08705 Water (...305) CH & Lawn	1,959.61
08711 Water (...411) Workshop	1,154.43
08771 Water (...371) East side	3,059.29
Total 08700 Water	6,173.33
09200 Parents Committee	528.07
09250 Procedures Committee	1,500.00
09270 Committee Support Team	250.00
09300 Safety and Security Committee	435.26
09350 Celebrations Committee	134.60
09640 North Field	199.88
09641 North Field Funds Raised	-100.00
Total 09640 North Field	99.88
09680 Tree Planting Committee	1,000.00
Total Expenses	\$40,485.47
NET OPERATING INCOME	\$46,589.45
Other Expenses	
12300 Capital Reserve Expenditure	
12355 Fascia and Soffit Painting	31,000.00
Total 12300 Capital Reserve Expenditure	31,000.00
Total Other Expenses	\$31,000.00
NET OTHER INCOME	\$ -31,000.00
NET INCOME	\$15,589.45