

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

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

RECITALS:

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

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

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

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

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

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

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

(H) The Association and its Members desire that the Board amend the bylaws for the Association and hereby authorize and approve the recording of the Amended & Restated Bylaws of Countryside Homeowners Association, a copy of which is attached hereto as **Exhibit "B"**

against an Owner by the Association, as provided in the Governing Documents, regardless of whether said assessment is identified as a regular assessment, special assessment, individual assessment, reserve assessment, capital improvement assessment, fine, late fee, or other charge.

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

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

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

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

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

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

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

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

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

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

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

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

- (i) all rear enclosed patio areas (including privacy fencing surrounding patio area);
- (ii) balconies;
- (iii) assigned carport spaces depicted in the Parking Map;
- (iv) assigned uncovered spaces depicted in the Parking Map; and
- (v) Assigned garages depicted in the Parking Map.

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

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

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

1. The Board may modify the Parking Map by the vote or written consent of Owners representing not less than 35% of the Allocated Interest. Such

conduits, or other public utility lines or installations serving only one Unit. Fixtures and the like shall also be considered part of the Unit, as shall all decorated interiors, all surfaces of interior structural walls, floors and ceilings. (Specifically excluded from the definition of Unit are the exterior walls and exterior surfaces of Buildings and Units, interior common or party walls, floor joists, foundations and roofs.)

ARTICLE II **EASEMENTS & RIGHTS**

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

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

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

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

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

independent contractors:

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

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

ARTICLE III

UNITS, COMMON AREAS, LIMITED COMMON AREAS, & MODIFICATION

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

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

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

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

3.5 Shares of Common Expenses. Except as otherwise set forth in this Declaration, all

supplement or amendment shall be borne by the Owner of the combined Units, including professionally designed plans and detail required by the Board. An approved combination shall be accompanied by an amendment or supplement to the Declaration upon completion of the combined Unit.

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

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

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

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

ARTICLE IV

MAINTENANCE OF COMMON AREAS, LIMITED COMMON AREAS, AND UNITS

4.1 Maintenance of Common Areas. the Association, or its duly designated agent, shall maintain all Common Areas and facilities, in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate for the benefit of the Association and its members.

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

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

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

charged to the Owner, who agrees to promptly pay the reasonable costs of any work performed under this provision, plus 15%. In addition, each Owner hereby grants to the Association a lien on the Unit and any Improvements to secure repayment of any sums advanced pursuant to this section, which lien may be foreclosed at any time by the Association in the manner prescribed in Utah for the foreclosure of mortgages. Alternatively, without requiring foreclosure, the Association may seek collection of sums advanced directly from the Owner of the Unit in question. Unpaid amounts will bear interest from the date advanced at the lawful judgment rate under applicable state law.

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

ARTICLE V MEMBERSHIP & VOTING

5.1 Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Unit and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Unit. Upon the transfer of an ownership interest in a Unit the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a Unit is held by more than one Person, the membership appurtenant to that Unit shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

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

ARTICLE VI HOMEOWNER ASSOCIATION

6.1 Organization. The Association has been created to effectively enforce the Governing Documents and shall operate as a non-profit corporation. The Association shall be comprised of the Owners within the Project and is established for the benefit of the Owners and

for payment of assessments by waiver of their rights in the Common Areas or by abandonment of their Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments, late payment fees, interest, and costs of collection (including reasonable attorney fees) which shall be a charge on the Unit at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE

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

7.2 Due Date, Charges & Interest. Unless otherwise established by the Board through

or transfer shall relieve any Owner who was the Owner prior to such foreclosure, sale, or transfer from personal liability for any assessments due and owing prior to such foreclosure, sale, or transfer.

ARTICLE VIII ARCHITECTURAL RESTRICTIONS

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

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

ARTICLE IX USE LIMITATIONS & RESTRICTIONS

9.1 Permissible Uses.

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

- (i) No automobile or other vehicle shall be parked in front of a carport, in front of a walkway, or at any location within the Project which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts;
- (ii) No radio or television antenna or any wiring for any purpose may be installed on the exterior of any Building without the prior written approval of the Board;
- (iii) No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or fixed by any Owner at any location within the Common Areas or any location within the Unit that is visible from the Common Areas without compliance with this provision and any rules adopted by the Board. Owners may display in the window of their Unit: (1) a single for-sale sign; and/or (2) a single "political sign", which is defined as a sign that advocates for: (i) the election or defeat of a candidate for public office, or (ii) the approval or defeat of a ballot proposition. The Association may by rule regulate the size, time, place, and manner of posting of the sale sign and political sign. State and federal flags may be displayed consistent with state and federal law. Seasonal decoration may be governed by

constructed in, or removed from the Common Areas except upon consent of the Board.

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

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

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

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

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

9.9 Clean Air. Consistent with the Utah Clean Air Act, smoking, except within designated smoking areas identified by the Association, is prohibited including the Buildings, Units, Limited Common Areas, stairwells, and all other Common Areas and not within twenty-five feet of the Buildings. In the event an Owner or occupant violates the prohibition on smoking within the Project, the Board shall have authority to issue Fines. Any occupants repeated violations of the smoking restriction shall be grounds for, among other remedies available to the Association, eviction, and the Association shall be authorized to initiate and complete eviction and assess the costs and attorney fees incurred in said eviction to the Owner. In said event, the Association shall be entitled to: (a) an injunction ordering the tenant to vacate the premises, or such other relief as deemed appropriate by the court, including the issuance of a writ of restitution, (b) damages against the Unit owner in the amount of \$50 per day for each day (or the maximum amount allowed by law) the tenant remains in the Unit as the result of the Owner failing to promptly initiate eviction proceedings, and (c) recovery of its costs and attorney fees from the Owner, including the recordation of a lien. The Board shall have all additional powers deemed necessary to enforce these provisions. If any of the provisions of this section or any paragraph, sentence, clause, phrase or word or the application thereof in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this section and the application of any such provision, paragraph, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

9.10 No Business or Commercial Uses. No portion of the Project may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent

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

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

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

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

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

ARTICLE X

earthquake or flood insurance deductible.

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

10.3 Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL Insurance insuring the Association, the agents and employees of the Association, and the Owner, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than One Million Dollars (\$1,000,000) covering all claims for death of or injury to any one person or property damage in any single occurrence.

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

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

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

10.6 Association's Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy shall be payable to the Association; and shall not be payable to a holder of a security interest. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any proceeds remaining after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each

destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

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

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

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

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

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

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

11.7 Amendment. At any time while this Declaration is in effect, the covenants herein

COUNTRYSIDE HOMEOWNERS ASSOCIATION, INC.

Jeannie M. Yerkovich
By: Jeannie M. Yerkovich
Its: President

STATE OF UTAH)
 : ss
COUNTY OF Salt Lake)

On this 30th day of September, 2024, personally appeared before me
Jeannie Yerkovich, who being by me duly sworn, did say that he/she is
the President of the Countryside Homeowners Association, Inc., a Utah non-profit corporation and
that the within and foregoing instrument was signed on behalf of said corporation by authority and
said individual duly acknowledged to me that said corporation approved the same.



Janeen Beck
Notary Public

Exhibit B
Bylaws

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

Exhibit D Maintenance Chart

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

Units	Association	Owner
All components of the Units, as defined in the Declaration, which includes such items as:		X
All interior elements, doors, glass and related components of the garages		X
Interior and exterior doors, including thresholds, door jambs, hinges, doorbells, chimes, handles and locks		X
All windows, windowsills (including clearing of weep holes if applicable), window tape, window screens, window frames, shutters, window boxes, and skylights, including the interior and exterior cleaning of such windows and any door glass (If the Association elects to arrange for exterior cleaning, Owners will be assessed as a Common Expense)		X
Skylights, including paint and any other decorative finish inside the opening to any skylight		X
Drywall, insulation, floors, ceilings (excluding structural components of the floors and ceilings constituting Common Area), patio/balcony doors, awnings, window boxes, doorsteps, stoops, exhaust vents, and similar components.		X
All decorated interiors and all surfaces of interiors and any other material constituting any part of the finished surfaces shall be part of the Unit. Furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring shall be deemed to be a part of the Unit concerned.		X
All sewer and drainage pipes, water, power and other utility lines and any wiring related to the provisions of television, telephone, or internet services, to the extent serve a single Unit.		X
Any of the following located wherever they might be located (inside or outside of the Unit) that serve an Owners' Unit exclusively: lighting fixtures (including lighting particular to a porch or patio but not including exterior lighting attached to a Unit for the purpose of lighting Common Area outside of those areas), fans, plumbing fixtures, including plumbing pipes and lines, stoves, refrigerators, hot water heaters, air conditioning Units (including compressors, wiring to such units, condensers, ducting and forced air Units), intercoms, security systems and such other appliances, and fixtures.		X

Private roadways, visitor parking, and parking stalls located within the Project including covered, uncovered, and garage spaces	X	
Landscaping in the Subdivision, including Lots and Common Areas	X	
Replacement of landscaping in the Project	X	
Pressurized irrigation system in the Subdivision	X	
Maintenance, repair, and replacement of existing, freestanding light posts adjacent to Common Areas that are not otherwise maintained by the City	X	
Snow removal from the Common Area and parking areas	X	
Community Mailboxes	X	
Rear patio areas, including all landscaping located therein and privacy fencing (privacy fencing separating Units may be shared equally between Units)		X
Any other elements not expressly maintained by the Association		X

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