

**AMENDED & RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**  
For  
Bridgewood Manor Condominiums  
Davis County, Utah

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIDGEWOOD MANOR CONDOMINIUMS (this "Declaration") is hereby adopted by Homeowners Association of Bridgewood Manor Condominiums ("Association"), for and on behalf of its Members, and made effective as of the date recorded in the Davis County Recorder's Office.

**RECITALS:**

(A) This Declaration affects and concerns the real property located in Davis County, Utah and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

(B) On or about September 4, 1981, a Declaration of Covenants, Conditions, Restrictions and Reservations of Easements of Bridgewood Manor ("Enabling Declaration") was recorded in the Davis County Recorder's Office as Entry No. 599826.

(C) The Enabling Bylaws were recorded as Exhibit B to the Enabling Declaration.

(D) The Association and its Members, consistent with the Enabling Declaration and any subsequent amendments (including any not referenced herein), hereby adopt this Declaration. This Declaration hereby amends, replaces and supersedes all prior declarations and amendments, rendering the prior declarations and amendments of no further force and effect. This Declaration, along with any future amendment(s), shall be the sole Declaration for the Property.

(E) The Property is subject to certain protective covenants, conditions, restrictions and easements, as set forth in this Declaration, as amended from time to time, which are deemed to be covenants running with the land mutually burdening and benefitting each of the Units within the Property. Common Areas and Limited Common Areas are those areas that are depicted as Common Areas and Limited Common Areas in the recorded Plat(s) or as described in this Declaration.

(F) The Association and its Members desire that the Board amend the existing Articles of Incorporation with the Utah Department of Commerce contemporaneously with the recording of this Declaration. The Association and its Members hereby authorize and approve filing the Amended & Restated Articles of Incorporation for Homeowners Association of Bridgewood Manor Condominiums ("Articles") with the State of Utah, a copy of which has been previously provided to the Owners.

(G) The Association and its Members desire that the Board amend the Enabling Bylaws for the Association, which were included as an appendix to the Amended & Restated Declaration, and hereby authorize and approve the recording of the Amended & Restated Bylaws of Homeowners Association of Bridgewood Manor Condominiums, a copy of which is attached hereto as **Exhibit "B"** ("Bylaws"), which shall be recorded in the Davis County Recorder's Office contemporaneously with the recording of this Declaration. The Association and its Members, consistent with any the Amended & Restated Declaration and any subsequent amendments thereto (including any not referenced herein), hereby adopt the Bylaws attached hereto as **Exhibit "B."** These Bylaws hereby amend, replace and supersedes all prior bylaws and amendments, rendering the prior bylaws and amendments of no further force and effect. These Bylaws, along with any future amendment(s), shall be the sole Bylaws for the Property.

(H) Pursuant to the Utah Condominium Ownership Act, Owners of record, holding not less than sixty-seven percent (67%) of the total voting interest of the Association, provided their written consent approving and consenting to the recording of this Declaration, the attached Bylaws, and filing of the Articles.

(I) Notwithstanding any other provision contained with this Declaration, at least two-thirds (2/3) (based upon one vote for each first Mortgage owned per Lot) of the first Mortgagees of any Lot as then appear on the official records of Davis County, Utah, shall have given their prior approval before the Association shall be entitled to:

- (a) by act or omission, seek to abandon or terminate the Project;
- (b) change the pro rata interest or obligation of any individual Unit for the purpose of levying Assessments or charges or allocating distributions of hazard insurance proceeds or Condemnation Awards;
- (c) by act or omission, seek to abandon, encumber, sell, or transfer the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area and Common Facilities by the Project shall not be deemed a transfer within the meaning of this clause); or
- (d) use hazard insurance proceeds for losses to the Project (whether to Common Area or Common Facilities) for other than the repair, replacement, or reconstruction of such property.

### **CERTIFICATION**

By signing below, the Board hereby certifies that the above described approval was obtained, approving and consenting to the recording of this Declaration, Bylaws and filing of the Articles.

(I) The Association and its Members desire to subject the Property to the terms and conditions of this Declaration, the Utah Condominium Act, Utah Code Ann. § 57-8-101 *et. seq.*,

and the Utah Revised Nonprofit Corporation Act, Utah Code Ann. § 16-6a-101 *et. seq.* The Property does not constitute a cooperative.

(J) The Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved, subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, in furtherance of a general plan for the protection, maintenance, improvement and sale of the Property or any portion thereof. The covenants, conditions, restrictions, reservations, easements and equitable servitudes set forth herein shall run with each Unit located on the Property, including any additions thereto, and shall be binding upon all persons having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon the Association and its members, and their successors in interest.

(K) These Recitals and Notice of Age Restricted Community are made a part of this Declaration.

## COVENANTS, CONDITIONS AND RESTRICTIONS

### ARTICLE I DEFINTIONS

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

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

(B) “Allocated Interest” shall mean the undivided interest of an Owner (expressed in **Exhibit “C”** to this Declaration) in the Common Areas and facilities, which is also utilized for purposes of calculating Assessments and voting rights in the Association.

(C) “Architectural Control Committee” or “ACC” shall mean the Architectural Control Committee created by Board in accordance with the Governing Documents. If no ACC is created, the Board shall assume all duties and authority of the ACC.

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

(E) “Articles” shall mean the Articles of the Association, as amended from time to time.

(F) “Association” shall mean Homeowners Association of Bridgewood Manor Condominiums 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 Homeowners Association of Bridgewood Manor Condominiums (which shall also be synonymous with “Management Committee” as utilized in the Act.)

(H) “Bylaws” shall mean the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto as **Exhibit “B”**. No amendment to the Bylaws shall be effective until it is duly approved and recorded.

(I) “City” shall mean Clearfield, Utah and its appropriate departments, officials and committees.

(J) “County” shall mean Davis County, Utah and its appropriate departments, officials and committees.

(K) “Common Areas” or Common Areas and Facilities shall mean and refer to all property in the Project and Improvements 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 or in this Declaration, which were actually installed in the Project;
- ii) All property and Improvements within the Project that are not part of a Unit or Limited Common Areas;
- iii) All foundations, columns, girders, guides, beams, bearing structures of party walls, main walls, exterior walls, floor structures, roofs, gutters and downspouts, exterior walkways, curbs, sidewalks that serve two or more units, and unassigned parking areas, and visitor parking;
- iv) Pavement, yards, and exterior air vents
- v) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of all Unit Owners (provided, however, that certain utility installations may be dedicated to the City and, if so, this definition shall not be construed to exclude the City from the ownership, maintenance, and control of such utilities) including, but not limited to: boiler, water softener, and heating and air condition equipment;
- vi) All utility installations and all equipment connected with or in any way related to the furnishing of utilities to two or more Units;
- vii) The Project's outdoor facilities, grounds, open space, playground area, sprinkling systems, and entry monuments;
- viii) All other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management of the Property owned by the Association for the common benefit of the Owners.

(L) “Common Expenses” means any and all costs, expenses and liabilities incurred by or on behalf of the Association, including, without limitation, costs, expenses and liabilities for (A) managing, operating, insuring, improving, repairing, replacing and maintaining the Common Areas; (B) managing, operating, insuring, improving, repairing, replacing and maintaining the any Limited Common Area, that is the responsible of the Association; (C) providing facilities, services and other benefits to Owners as set forth in this Declaration; (D) administering and enforcing the covenants, conditions, restrictions, reservations and easements created hereby; (E) levying, collecting and enforcing the assessments, charges, fines, penalties and liens imposed pursuant hereto; (F) operating the Association; and (G) creating reserves for any such costs, expenses and liability as required by this Declaration or the Act.

(M) “Declaration” shall mean this Amended & Restated Declaration of Covenants, Conditions and Restrictions for Homeowners Association of Bridgewood Manor Condominiums together with any subsequent amendments or additions through subsequent recording amendments or supplements.

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

(O) “Improvement” shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, facilities, Unit, walkways, retaining walls, fences, landscaping, decks/patios, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment.

(P) “Limited Common Areas” shall mean all property designated on the recorded Plat or as described in this Declaration as Limited Common Area, being intended ultimately to be owned by the Association but for the exclusive use and enjoyment of one or more appurtenant Units but fewer than all of the Units, which include:

- i) private balconies;
- ii) private patios;
- iii) entryway landing and stairs that serve only one Unit; and
- iv) assigned parking spaces

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

(R) “Member” shall mean and refer to every person who holds membership in the Association, including Owners.

(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 Declaration Bridgewood - 5

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

(U) "Plat(s)" shall mean an official and recorded plat of University Place, including all subsequent phases when recorded, as approved by the City and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

(V) "Property" shall have the meaning set forth in the recitals.

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

(X) "Subdivision" or "Project" shall mean all phases of Homeowners Association of Bridgewood Manor Condominiums and all Units, Common Areas, Limited Common Area, and other property within the Subdivision, as shown on the Plat(s) and any future Plat(s) covering the Property.

(Y) "Unit" shall mean any numbered Unit shown on any official and recorded Plat(s), whether or not it contains an Improvement, and shall include all mechanical equipment and appurtenances located within any Unit or located without said Unit but designated and designed to serve only that Unit, such as appliances, electrical receptacles and outlets, electrical panels, air conditioning apparatus, furnaces, stoves, fixtures and the like, shall be considered part of the Unit, as shall all windows, window frames, window wells, skylights, exterior glass, patio doors, doors, door frames, locks, and similar components. All pipes, wires, conduits, or other public utility lines or installations contained within a Unit or serving only the Unit, and any other property of any kind, including fixtures and appliances within any Unit, which are within the Unit but are removable without jeopardizing the soundness, safety or usefulness of the remainder of the building within which the Unit is situated shall be considered part of the Unit. In addition, all drywall, insulation, decorated interiors, surfaces of interior walls, floors and ceilings, trim, wallpaper, paint, flooring, carpeting and tile, outlets, and any other material constituting any part of the finished surfaces shall constitute part of a Unit. (Specifically excluded from the definition of Unit are: the exterior walls and surfaces of Buildings and Units, interior common or party walls, floor joists, foundations and roofs.)

## **ARTICLE II**

### **EASEMENTS**

2.1 Easement Concerning Common Area. Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. 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

Declaration Bridgewood - 6

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 the necessary parking, access, and utility easements for use in common with others.

2.2 Easement Concerning Limited Common Area. The Association shall have a non-exclusive drainage and public utility easement and an easement for maintenance in and to the Limited Common Area. 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.

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

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

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

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

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

Declaration Bridgewood - 7

easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

2.5 Easements for Encroachments. If any part of the Common Area, Limited Common Area or Unit now existing encroaches upon the other, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any Common Area, Limited Common Area or Unit shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, equal encroachments upon any portion of the Common Area, Limited Common Area or Unit due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

2.6 Easement in Favor of Association. The Units, Common Area and Limited Common Area are hereby made subject to the following easements in favor of the Association and its directors, officers, agents, employees and independent contractors:

(a) For inspection during reasonable hours of the Units, Common Area and Limited Common Area in order to verify the performance by Owners or other persons of all items of maintenance and repair for which they are responsible;

(b) For inspection, maintenance, repair and replacement of portions of the Common Area and Limited Common Area;

(c) For correction of emergency conditions on one or more Units or on portions of the Common Area and Limited Common Area;

(d) For the purpose of enabling the Association, the Architectural Control Committee or any other committees appointed by the Association to exercise and discharge during reasonable hours their respective rights, powers and duties;

(e) For inspection during reasonable hours of the Units, Common Area and Limited Common Area in order to verify that the Owners and occupants, and their guests, tenants and invitees, are complying with the provisions of the Governing Documents.

2.7 Water Valve. A water valve for the entire building is within only one (1) – there is four (4) units per building so we need to have clear access for the Association to enter and turn off the water for repairs and maintenance.

### **ARTICLE III** **UNITS & COMMON AREAS**

3.1 Units.

(a) The Project consists of ten (10) residential buildings contained forty (40) Units.



(b) 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.

3.2 Use of Units. All Units shall be used only for single-family residential purposes.

(a) No Owner shall cause, allow or permit any person over whom he/she has or may exercise supervision or control to cause or allow any foyer, hallway, exit, entrance, roadway, sidewalk in or on the property to be obstructed or to be used for any purpose other than for ingress to or egress from said units or the Property.

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

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

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

(a) Without prior approval of the ACC, none of the following shall occur at any time: (1) any use of the Common Areas or Limited Common Areas for staging, storage, assembly, or construction, (2) any nuisance as established by law or by the Governing Documents, (3) any blocking of the Common Area or Limited Common Areas by vehicles, materials, or persons, or (4) any use of the Association's garbage and disposal facilities for the disposal of debris, materials, or other items related to remodeling.

(b) The ACC shall have no authority to approve of any remodeling inconsistent with the Governing Documents or that would cause unsafe conditions.

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

(d) The Association may require indemnification agreements from an Owner with respect to any approved modification that impacts shared components.

(e) All remodeling, Improvements and structures within the community shall be consistent with the existing character, architectural style, colors, and theme as other Improvements in the community so as to not detract from the theme and character of the community or neighboring property values and should not draw attention as being a deviation from the existing Improvements. The Board may adopt Rules with regard to allowed construction colors, materials, appearance etc. and policies with regard to submission and review of proposed Improvements and remodeling.

3.6 Ownership of Common Areas. The Common Areas shall be owned by the Owners of all of the Units as tenants in common. A percentage of undivided interest in the Common Areas shall attach to each Unit, as set forth in **Exhibit "C"**. 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.

3.7 Shares of Common Expenses. Except as otherwise set forth in this Declaration, all Common Expenses shall be allocated among all Units as set forth in **Exhibit "C"**.

3.8 Limited Common Areas. The Limited Common Areas are depicted on the recorded Plats, as well as described in this Declaration. Limited Common Area shall be used exclusively by the Owner of the Unit to which such Limited Common is appurtenant. The right to the exclusive use of the Limited Common Area shall be appurtenant to each respective Unit where so identified and may not be severed from the ownership of the Unit.

(a) Assigned Parking Stalls. The Board may maintain a record of assigned parking and adopt necessary policies and procedures with regard to assigned parking stalls.

## **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, including, without limitation, the Improvements and landscaping located thereon in good order and repair and shall otherwise manage and operate all Common Areas as it deems necessary and appropriate, which generally include the following:

- (a) Private roadways, curbing, and visitor parking areas;
- (b) Entrances, signs and gates, if any;
- (c) Roofs, rain gutters, and down spouts;
- (d) Outside exterior surfaces of the buildings and Units;
- (e) Chimneys and chimney caps (if any);
- (f) Foundations;
- (g) Structural components, including, but not limited to: exterior or bearing walls or

- walls that are common to two or more Units;
- (h) Infrastructure, pipes, water, and utility lines that are contained within the roadways in the Project serving more than one Unit and not the responsibility of the City/County;
- (i) Utilities that serve the general community or more than one Unit and are not operated by the City/County.
- (j) Light poles;
- (k) Community mailboxes;
- (l) Walkways, sidewalks and breezeways that serve two or more units;
- (m) Exterior water spigots (Notwithstanding, owner shall be responsible for necessary repairs if they fail to follow rules and regulations with regard to exterior spigots);
- (n) Landscaping. General landscape and sprinkler maintenance, including the repair, maintenance and replacement of existing sprinkler systems and landscaping within the Project, which shall generally include mowing, edging, blowing of grass, raking and disposal of leaves.
- (o) Snow Removal. The Association shall make reasonable and prudent efforts to for the removal of snow from private roads, sidewalks and other relevant Common Areas 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.

4.2 Maintenance of Limited Common Areas. Owners are responsible to keep the Limited Common Areas clean and free from all items except those expressly permitted by the Association.

- (a) Any repair or replacement to the Limited Common Areas that occurs as a result of improper activities of the Owners or their occupants shall be the responsibility of the Owner(s).
- (b) Ordinary maintenance of Limited Common Areas shall be the responsibility of the individual Owner(s) (*i.e.* repainting, staining, and regular maintenance of deck/patio and balcony flooring (subject to prep-approval from the association as to color, materials etc.))
- (c) Repair and replacement following the useful life of the Limited Common Areas shall be the Association.
- (d) Owner shall keep Limited Common Areas, including open balconies, assigned parking stalls, and storage areas in a neat and orderly fashion, as further defined by rules and regulations adopted by the Board.

4.3 Owner's Responsibility for Maintenance of Units. Each Owner, at such Owner's sole cost and expense, shall maintain and/or replace such Owner's Unit and related Improvements constituting a part thereof, in good order and repair, which generally includes:

- (a) Unit;
- (b) All interior and exterior doors, including frames, locks, hinges, door jams;
- (c) Finished interior of the Unit, including: flooring, tiles, wallpaper, paint, carpet,

- wood, fireplaces, fixtures other material comprising finished interior;
- (d) Drywall, insulation, wallboard and similar materials within a Unit;
  - (e) Skylights, windows, window sills, window frames, glass, screens, and patio doors;
  - (f) Replacement keys and locks for community mailbox/
  - (g) Sewer and drainage pipes, wiring, power, water and other utility lines within a Unit or serving only that Unit;
  - (h) Plumbing fixtures, fans, stoves, refrigerators, appliances, heaters, furnaces, fireplaces, vents, chimneys, HVAC systems, compressors, condensers, ducting, air conditioning, water spigots, lighting fixtures, pipes, and similar appliances, fixtures and pipes that exclusively serve an Owner's Unit(s). (The Association may adopt rules, approvals, placement and other restrictions with regard to exterior utilities such as swamp coolers and air conditioning units);
  - (i) Water shut off valves in each Unit;
  - (j) Repainting, staining, and regular maintenance of deck/patio and balcony flooring (subject to prep-approval from the association as to color, materials etc.)
  - (k) The Owner shall be responsible for keeping the Unit and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered. The Board of Directors may set forth in the Rules any limits, restrictions, or guidelines on what may or may not be left, stored, or installed in any Unit, which may include a prohibition on leaving, installing or storing any items in such places.

For the convenience of Owners, a Maintenance Chart is included as **Exhibit E**. In the event of a conflict between the Maintenance Chart and this Article, this Article shall control.

## **ARTICLE V**

### **MEMBERSHIP**

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 cease 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 Person in the same proportional interest and by the same type of tenancy in which title to the Unit is held.

## **ARTICLE VI**

### **VOTING**

6.1 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. Since an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association, that Person shall be entitled to cast the vote appertaining to that Unit. But if more than one of such Person(s) is present, the vote appertaining to that Unit shall be

Declaration Bridgewood - 12

cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the vote appertaining to that Unit without protest being made forthwith by any of the others to the person presiding over the meeting. The vote appurtenant to any one Unit may not be divided between Owners of such Unit. If the vote of a majority of the Owners of a Unit cannot be determined, no vote shall be cast in relation to such Unit.

The Association shall honor the vote of a trustee or successor trustee of any trust that is an Owner and shall honor the vote of an individual that is a holder of a Limited or General Durable Power of Attorney with respect to an Owner who is disabled or unavailable as though such vote were the vote of the Owner.

## **ARTICLE VII**

### **HOMEOWNER ASSOCIATION**

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

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

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

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

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

7.3 Assessments. Assessments will be made to meet the anticipated and recurring costs, expenses and Common Expenses of the Association. The Association has the power to levy assessments against each Unit as necessary to carry out its functions. Assessments shall be levied against all Units in the Property, whether vacant or improved in accordance with its Allocated Interest. Assessments shall not be discounted for individual Units for service on the Board, volunteering, cost of utilities, or any other reason. Each Owner shall by acquiring or in any way becoming vested with his/her interest in a Unit, be deemed to covenant and agree to pay to the Association the assessments described in these covenants, together with late payment fees, interest and costs of collection (including reasonable attorney fees), if and when applicable.

(a) All such amounts shall be, constitute and remain: (a) a charge and continuing lien upon the Unit with respect to which such assessment is made until fully paid; and (b) the personal, joint and several obligations of the Owner or Owners of such Unit at the time the assessment falls due. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his 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. Absent an emergency situation, special Assessments for expenditures in excess of \$5,000 shall first be approved by 51% of the Allocated Interest.

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

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

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

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

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

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

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

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

(a) The Board may not use money in a reserve fund:

- (i) For daily maintenance expenses, unless a majority of the Owners vote to approve the use of reserve fund money for that purpose;
- (ii) For any purpose other than the purpose for which the reserve fund was established, unless a majority of the Owners vote to approve the alternate purpose; or
- (iii) In the event that the Association experiences a surplus in any fiscal year, the Board may elect to place said surplus in the reserve fund account.

7.6 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

Declaration Bridgewood - 15

against all Owners in an amount sufficient, within the Board's discretion, to fund the reserve account.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 Statement of Account & Payoff Information. Upon a written request from an Owner that the Association provide the Owner with a statement of his/her 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 his/her Unit, the Association may charge a fee not to exceed \$50.

## **ARTICLE VIII**

### **NONPAYMENT OF ASSESSMENTS & THE APPOINTMENT OF TRUSTEE**

8.1 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.

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

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



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

8.5 Other Remedies. All rights and remedies of the Association shall be cumulative and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy. The “One Action Rule” shall not be a defense to the enforcement of all rights and remedies of the Association. The Association may elect to bring an action to recover for a delinquent Assessment against the Owner or other obligee personally. Any attorney fees or costs incurred in these efforts shall also be assessed against the Owner(s), their Unit(s), and/or other obligees jointly and severally.

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

8.7 Attorney Fees. In addition to the recovery of costs and attorney fees as provided herein, the Association shall be entitled to recover all reasonable attorney fees and costs incurred as a result of an Owner breach of the Governing Documents, including meetings, research, memoranda, monitoring and other legal work incurred in response to an Owner breach or violation of the Governing Documents. These fees may be collected by special or individual assessment against the subject Owner(s) or Unit(s).

## **ARTICLE IX**

### **SUBORDINATION OF LIEN TO INSTITUTIONAL FIRST AND SECOND MORTGAGES**

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

**ARTICLE X**  
**USE LIMITATIONS & RESTRICTIONS**

10.1 The failure on the part of the Board to insist, in one or more instances, upon a strict performance of any of the terms, covenants, conditions of the aforesaid Act or Governing Documents, or to exercise any right or option therein contained, shall not constitute, nor be construed as a waiver or relinquishment of any other right which the Board may have thereunder or which it may thereafter acquire.

10.2 Pets. No animals other than household pets up to a maximum of two (2) shall be kept or allowed within the Subdivision. Whenever a pet is allowed to leave a Unit, it shall be kept on a leash or in a cage. No animals may be bred for commercial purposes. There shall be no exterior structure for the care, housing or confinement of such pets. It is prohibited to leave unattended pet food outside of the Unit because this attracts insects, mice, rats and other undesirable creatures. Pet owners will pick up any droppings by their pets and dispose of them in their respective trash cans. Anyone wishing to report a violation of the above rules should attempt to photograph or find a witness to observe the violation and to identify the animal. For repeated violations, the owner will be required to remove the pet from Subdivision. If a pet damages or destroys the property of another, the pet owner will be required to repair or replace the damaged property. Any Owner or other resident within the Subdivision who violates this provision shall be subject to such penalties, fines, and/or legal action. The Association may adopt further rules and policies for management of pets in the Subdivision, including procedures for approval of service/assistance animals.

10.3 Parking. Parking restrictions can be set by rule of the Board.

10.4 Nuisances. No Owner or resident shall cause, permit or suffer any act or practice, declared by the Board to be a nuisance, to be created or carried on in any Unit of which he/she is the Owner or occupant. No Owner or resident shall make or permit any loud or disturbing noises by their families, servants, employees, agents or visitors, nor shall unit owners or residents permit any activity by such persons that would be noxious, harmful, or offensive to other owners or residents, or that will interfere with the rights, comforts or convenience of other unit owners or residents. Household noise levels (such as parties, stereos, etc.) shall be maintained below levels that are audible outside their unit. Uncommonly loud noise; e.g.: from construction, renovation, the installation of flooring or new appliances, etc., is limited to the hours between 9:00A.M. and 6:00 P.M. An Owner may be fined for violations of this provisions, as well as subject to other appropriate legal action.

10.5 Clean Air. In accordance with the Utah Clean Air Act, smoking is prohibited in the buildings, Units, open porches, stairwells and all other Common Areas and not within 25 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 recorded 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.

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

10.7 Combination of Units. No Unit may be combined with another Unit without the consent of the Board.

10.8 Construction. No Improvement shall be permitted to remain incomplete for a period in excess of one (1) year from the date of commencement of construction, re-construction or remodeling unless any delays are approved in writing by the ACC.

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

## **ARTICLE XI**

### **RENTAL/LEASE RESTRICTIONS**

11.1 Restrictions and Rules Governing Non-Owner Occupied Residential Units. Notwithstanding anything to the contrary in the Governing Documents, any leasing and non-owner occupancy of a Residential Units shall be governed by this section, Rules consistent with this section, and procedures adopted as allowed in this section.

- (a) Daily, nightly, or weekly occupation by non-owner occupants is prohibited (whether pay or not), and Residential Units shall not be advertised or listed for short term rental on such sites as Airbnb, VRBO, HomeAway, Flipkey, Wimdu, House Trip and similar international, national or local providers.
- (b) An Owner may not rent less than the entire Residential Unit.
- (c) Any lease or agreement for non-owner occupancy must be in writing, must be for an initial term of at least six months. The Owner and tenant may negotiate the terms of any continuous month to month tenancy following the required initial term for that tenant. The agreement shall provide as a term of the agreement that the resident shall comply with the Governing Documents, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement

for non-owner occupancy (whether in writing or not) does not include these provisions, these provisions shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the resident.

- (d) A copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association at least ten (10) days prior to occupation of the Residential Unit by the non-owner occupant.
- (e) The Owner(s) of a Residential Unit shall be responsible for the occupant's or any guest's compliance with the Governing Documents. In addition to any other remedy for noncompliance with this Declaration, the Association, following notice to the Owner, shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association, the Board, and the Manager shall not have any liability for any action taken pursuant to this subparagraph and the Owner shall indemnify and pay the defense costs of the Association, the Board, and the Manager arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph. For purposes of this subparagraph, each Owner in accepting the deed to a Residential Unit expressly consents to such authority and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments and pursue any and all remedies available to remove the offending non-owner occupant.
- (f) Violations of the provisions of this Article shall result in the imposition of fines, which, as of the date of this recording, shall be **\$500** per violation.

11.2 Maximum Number of Rental Residential Units. As of the date of this recording, there are certain non-Owner occupied Residential Units, which are identified in **Exhibit "D"** (collectively "Existing Rental Residential Units"). With the exception of those Residential Units that are exempt pursuant, as set forth below, a maximum total of 50% of all Residential Units may be rented or leased, which includes the Existing Rental Residential Units. The ability to lease an existing non-Owner occupied Residential Unit expires upon the sale or transfer of ownership of said Residential Unit, or if an Owner re-occupies the Residential Unit. The Association may develop and maintain an application and waiting list for those Owners that desire to lease their Residential Unit.

11.3 Exempt Non-Owner Occupied Residential Units. In addition to the allowed maximum cap of 50%, the following Residential Units may be non-Owner occupied Residential Units:

- (i) An Owner in the military for the period of the Owner's deployment.
- (ii) A Residential 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) A Residential 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:
  - i. The estate of a current resident of the Residential Unit; or
  - ii. The parent, child, or sibling of the current resident of the

Residential Unit.

- (v) A Residential Unit whose Owner (i) moves due to temporary (three years or less) humanitarian, religious, or charitable activity or service, and (ii) has the intent to return to occupy the Residential Unit when the service has concluded.

(a) Permitted Rules. The Board of Directors may adopt Rules requiring:

- (i) Reporting and procedural requirement related to non-Owner occupied Residential Units and the occupants of those Residential Units, including requiring informational forms to be filled out by Owners and/or residents identifying non-owner occupants, vehicles, phone numbers, etc.; and
- (ii) Other reasonable administrative provisions consistent with, and as it deems appropriate to enforce, the requirements of this Declaration.

## **ARTICLE XII**

### **REPAIRS BY THE ASSOCIATION**

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

12.2 Alterations of Exterior Appearance. The Owners will maintain their Units and Improvements in substantially the same condition and appearance as that approved by the Board. No subsequent exterior alterations, improvements or remodeling, whether structural or changes in landscaping, paint color or materials will be made without the advance consent of the Board.

12.3 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, Declaration Bridgewood - 21

and repair or reconstruction must begin as soon as circumstances will 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 XIII** **INSURANCE**

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

As used in this Article:

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

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

#### 13.2 Property Insurance.

##### (a) Hazard Insurance.

- (i) Blanket Policy of Property Insurance. The Association shall maintain a blanket policy of property insurance covering all Common Areas, Limited Common Areas Units, buildings and other facilities.

(1) Any blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

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

(c) Earthquake Insurance. The Association may nonetheless, if approved by a majority of Owners, purchase earthquake insurance to cover earthquakes not otherwise

Declaration Bridgewood - 22

covered by blanket property insurance.

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

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

13.3 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.

13.4 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.

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

(a) Provide coverage for an amount of not less than the sum of three months regular assessment in addition to the prior calendar year's highest monthly balance on all operating and reserve funds; and

(b) Provide coverage for theft or embezzlement of funds by:

- (i) Officers and Board of Directors member of the Association;

- (ii) Employees and volunteers of the Association;
- (iii) Any manager of the Association; and
- (iv) Officers, directors and employees of any manager of the Association.

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

13.7 Owner Act Cannot Void Coverage under Any Policy. An Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

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

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

#### **ARTICLE XIV** **MISCELLANEOUS PROVISIONS**

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

14.2 Damage & Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Common Areas covered by insurance written in the name of the Association, the Board, or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Common Areas. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Areas to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.



- (a) Any damage or destruction to the Common Areas shall be repaired or reconstructed unless Owners representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.
- (b) In the event, that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Common Areas shall be restored to their natural state and maintained by the Association, in a neat and attractive condition.
- (c) If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the members, levy a special assessment against all Owners as provided in the Governing Documents.

14.3 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.

14.4 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.

14.5 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.

14.6 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.

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

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

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

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

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

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

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

(c) The remedies available under this Declaration and at law or equity

Declaration Bridgewood - 26

generally are not to be considered as exclusive, but rather as cumulative.

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

HOMEOWNERS ASSOCIATION OF BRIDGEWOOD MANOR CONDOMINIUMS

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chair, Management Committee

STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he/she is a Management Committees Chair of Homeowners Association of Bridgewood Manor Condominiums, a Utah non-profit corporation and that the within and foregoing instrument was signed on behalf of said corporation by authority and said individual duly acknowledged to me that said corporation approved the same.

\_\_\_\_\_  
Notary Public

**EXHIBIT “A”**  
Legal Description

All of Units contained within the BRIDGEWOOD MANOR CONDOMINIUM, a Utah Condominium Project, as the same is identified in the Record of Survey Map recorded in Davis County, Utah.

Tax I.D. Nos: 12-125-0001 – 12-125-0040

**EXHIBIT “B”**  
Bylaws

**EXHIBIT “C”**  
**Allocated Interest in Common Areas**

Unit Number	Percent of Undivided Simple Interest in Common Areas
1A	2.5%
1B	2.5%
1C	2.5%
1D	2.5%
2A	2.5%
2B	2.5%
2C	2.5%
2D	2.5%
3A	2.5%
3B	2.5%
3C	2.5%
3D	2.5%
4A	2.5%
4B	2.5%
4C	2.5%
4D	2.5%
5A	2.5%
5B	2.5%
5C	2.5%
5D	2.5%
6A	2.5%
6B	2.5%
6C	2.5%
6D	2.5%
7A	2.5%
7B	2.5%
7C	2.5%
7D	2.5%
8A	2.5%
8B	2.5%
8C	2.5%
8D	2.5%
9A	2.5%
9B	2.5%
9C	2.5%
9D	2.5%
10A	2.5%
10B	2.5%
10C	2.5%
10D	2.5%

**EXHIBIT “D”**  
**Existing Rental Residential Units**

[illegible]

**EXHIBIT “E”**  
Maintenance Chart

**MAINTENANCE CHART**

The following chart is a quick reference guide for the division of responsibility for maintenance, repair and replacement of Common Area, Limited Common Area and Unit components between the Association and Owners. In the event of conflict, the terms of the Declaration will control over this chart.

	<b>EXTERIOR</b>	<b>HOA</b>	<b>OWNER</b>
1	Maintenance, repair and replacement of roof shingles.	X	
2	Maintenance, repair and replacement of roof underlayment on each Unit (felt and plywood).	X	
3	Maintenance, repair, and replacement of the exterior walls and surfaces of each Unit,	X	
4	Repair, and replacement of outside water spigots.	X	
5	Maintenance, repair, and replacement of private roads and sidewalks	X	
6	Maintenance, repair, and replacement of rain gutters and down spouts.	X	
7	Maintenance, repair, and replacement of structural components of the Unit.	X	
8	Maintenance, repair, and replacement of windows and doors (including glass), shutters, sliding glass doors, patio doors, screens, and frames.		X
9	Maintenance, repair, and replacement of window wells.	X	
10	Maintenance of gas and electricity connections for individual Units		X
	<b>INTERIOR</b>		
11	All interior painting, decorations, and furnishings, all appliances, such as dishwashers, garbage disposals, ranges, refrigerators, microwaves, furnaces, exhaust fans, attic vents, air conditioners, water heaters, and telephone and computer networks.		X
12	Maintenance, cleaning, and repair of venting and fireplaces.		X
13	Maintenance, repair, and replacement of the electrical system from the City electric meter to the breaker panel and to all outlets, including switches and light fixtures.		X
14	Maintenance, repair, and replacement of plumbing fixtures, such as sinks, basins, toilets, and an interior pipes and valves.		X
15	Repair of cracks or other damage to interior walls, floors, or ceilings caused by normal Unit settling.		X
16	Repair of damage resulting from static water or seepage of water from any underground source		X
17	Repair of damage resulting from surface water.		X
18	Damage Amounts under the Association's insurance deductible		X

	<b>GROUNDS</b>	<b>HOA</b>	<b>OWNER</b>
19	Maintenance of lawn and the maintenance and replacement of original trees, shrubs and lawn curbing.	X	



20	Maintenance and utilization of sprinkler system within the Association.	X	
21	Snow removal: Common Area walkways.	X	

	<b>OTHER</b>	<b>HOA</b>	<b>OWNER</b>
22	Maintenance and repair of water system and sewer system from the city water meter to the entrance to the exterior wall of each Unit.	X	
23	Any damage to a Unit or Common Area caused by a contractor hired by an Owner.		X
24	Any damage in, on, or to a Unit is the sole responsibility of the Owner, except as otherwise stated herein.		X