

**BYLAWS OF  
CORNERSTONE CONDOMINIUMS  
HOMEOWNERS' ASSOCIATION  
(CCHOA)  
A Utah Non-Profit Corporation  
Reviewed and revised September 2019**



# Contents

<b>INTRODUCTION.....</b>	<b>1</b>
<b>PURPOSE OF BYLAWS.....</b>	<b>1</b>
<b>ARTICLE 1 .....</b>	<b>1</b>
NAME AND PRINCIPAL OFFICE.....	1
NAME.....	1
LOCATION .....	1
<b>ARTICLE 2 .....</b>	<b>2</b>
DEFINITIONS.....	2
<b>ARTICLE 3 .....</b>	<b>2</b>
MEMBERS OF RECORD.....	2
<b>ARTICLE 4 .....</b>	<b>2</b>
FISCAL YEAR.....	2
<b>ARTICLE 5 .....</b>	<b>2</b>
APPLICATION .....	2
<b>ARTICLE 6 .....</b>	<b>3</b>
MANAGEMENT COMMITTEE .....	3
MANAGEMENT BY ELECTED COMMITTEE.....	3
ELECTION, TERM AND VACANCY.....	3
MULTIPLE VACANCIES .....	3
HOLDING OF ANY TWO (2) OR MORE OFFICES .....	3
MANAGEMENT BY AN INDEPENDENT MANAGEMENT COMPANY .....	3
<b>ARTICLE 7 .....</b>	<b>4</b>
INDEMNIFICATION.....	4
INDEMNIFICATION.....	4
SCOPE OF INDEMNIFICATION .....	4
PAYMENTS AND PREMIUMS.....	4
<b>ARTICLE 8 .....</b>	<b>4</b>
MEETINGS .....	4

MANAGEMENT BUSINESS MEETINGS.....	4
SPECIAL UNIT OWNERS MEETINGS CALLED BY THE COMMITTEE .....	4
SPECIAL MEETINGS CALLED AT THE REQUEST OF UNIT OWNERS .....	5
ANNUAL MEETINGS.....	5
NOTIFICATION OF MEETINGS .....	5
TRANSACTION OF BUSINESS .....	5
<b>ARTICLE 9 .....</b>	<b>6</b>
VOTING PROCESS .....	6
Election Committee .....	6
Nominations by Petitions .....	6
The Voting Process .....	6
<b>ARTICLE 10 .....</b>	<b>7</b>
ASSESSMENTS.....	7
PERSONAL OBLIGATION AND LIEN.....	7
PURPOSE OF ASSESSMENTS .....	8
MONTHLY ASSESSMENTS .....	8
SPECIAL ASSESSMENTS.....	8
UNIFORM RATE OF ASSESSMENT .....	8
MONTHLY AND SPECIAL ASSESSMENT DUE DATES .....	8
CERTIFICATE REGARDING PAYMENT .....	8
EFFECT OF NONPAYMENT REMEDIES .....	8
<b>ARTICLE 11 .....</b>	<b>9</b>
SPECIFIED MAINTENANCE GUIDELINES .....	9
<b>ARTICLE 12 .....</b>	<b>9</b>
BUDGET .....	9
OPERATING BUDGET.....	10
INCOME.....	10
EXPENSES.....	10
RESERVE BUDGET.....	10

<b>ARTICLE 13 .....</b>	<b>11</b>
<b>MODIFICATION OR CHANGES TO UNIT .....</b>	<b>11</b>
Patio Covers/Awnings .....	11
Storm - Screen Doors - Handrails .....	11
Attic Fan.....	11
Window Well Covers.....	11
Fences .....	11
<b>ARTICLE 14 .....</b>	<b>11</b>
<b>LEASING OR RENTING OF UNITS.....</b>	<b>11</b>
Leased or Rented Units .....	11
<b>ARTICLE 15 .....</b>	<b>12</b>
<b>INSURANCE.....</b>	<b>12</b>
GENERAL .....	12
DAMAGE, CLAIMS AND INSURANCE COVERAGE.....	12
A. Damage .....	12
B. Personal Insurance .....	12
C. Lessee, or Renter Personal Insurance.....	12
D. Claims .....	12
E. Conditions for Claim.....	12
F. Deductible.....	13
<b>ARTICLE 16 .....</b>	<b>13</b>
<b>TRANSFER OF TITLE.....</b>	<b>13</b>
SINGLE FAMILY UNIT.....	13
SELLING UNIT .....	13
<b>ARTICLE 17 .....</b>	<b>13</b>
<b>AMENDMENTS TO THE BY-LAWS .....</b>	<b>13</b>
<b>ARTICLE 18 .....</b>	<b>13</b>
<b>ERRORS – GRAMMER .....</b>	<b>13</b>
<b>ARTICLE 19 .....</b>	<b>14</b>
<b>GENDER .....</b>	<b>14</b>



# **BYLAWS OF CORNERSTONE CONDOMINIUMS HOMEOWNERS' ASSOCIATION (CCHOA)**

## **A Utah Non-Profit Corporation Reviewed and revised September 2019**

### **INTRODUCTION:**

Pursuant to the provisions of the Utah Non-Profit Corporation and Cooperative Association Act, "Cornerstone Condominiums Homeowners' Association", a Utah non-profit corporation, hereby adopts the following Bylaws.

**PURPOSE OF BYLAWS:** These Bylaws are an addendum to the official Covenants, Conditions and Restrictions, hereinafter referred to as the Declaration, which are filed with the Salt Lake County Recorder, pursuant to the provisions of the Utah Condominium Act [Sections 57-8-1 through 57-8-60, Utah Code Annotated, (1963)]. Where a conflict exists between the Bylaws and the Declaration, the Declaration will prevail. The intent of these Bylaws is to outline those major topics most likely to be used to govern the residents of the Cornerstone Condominiums Homeowners' Association. Their usage will make it easier to add or modify the general rules of conduct without the expense of continuous changes to the official Declaration.

### **Article 1**

#### **NAME AND PRINCIPAL OFFICE**

##### **NAME:**

The name of the non-profit Corporation is "**Cornerstone Condominiums Homeowners' Association**" and will hereafter be referred to as the "**Association**".

##### **LOCATION:**

The Principal office of the Association shall be 10194 South Cornerstone Lane, South Jordan, Utah 84095.

## **Article 2**

### **DEFINITIONS**

1. **Declaration** shall mean the Covenants, Conditions and Restrictions of the Cornerstone Condominiums Homeowner's Association duly filed with Salt Lake County, Utah.
2. **The COMMITTEE** shall mean the Management Committee as herein described.
3. **COMPLEX** is all property, buildings, improvements, roads, units, common areas, Parking Pads and their appurtenances.
4. **HOA** shall mean the Cornerstone Condominiums Homeowners' Association.
5. **HOA Website** shall mean the internet website accessed by URL <https://sjcornerstone.com>
6. **Cornerstone Sunshine Courier** shall mean the CCHOA newsletter sponsored by the CCHOA

## **Article 3**

### **MEMBERS OF RECORD**

All persons who were owners of one or more Unit(s) in the Complex at the forming of the Cornerstone Condominium Homeowners' Association Non-Profit Corporation on 31 December 1996 are deemed to be members of the Association. Upon transfer of ownership of a Unit in the Complex, each new Owner shall promptly furnish to the Association a copy of the instrument by which transfer of ownership occurred and become a Member of Record. The preferred instrument is a Deed of Trust or a Warranty Deed. A copy of this instrument shall be maintained in the records of the HOA

## **Article 4**

### **FISCAL YEAR**

The Fiscal Year of the HOA shall be January 1st through December 31st of each year. Each Fiscal Year, a Financial Statement of the prior year will be prepared by the Treasurer and will be presented to the Management Committee and at the annual meeting of Homeowners. Tax returns for the State of Utah and the Internal Revenue Service will be filed as needed.

## **Article 5**

### **APPLICATION**

All owners, renters, lessees, tenants, guests or any other persons using the facilities of Cornerstone Condominiums in any manner are subject to the regulations set forth in these Bylaws.



## **Article 6**

### **MANAGEMENT COMMITTEE**

#### **MANAGEMENT BY ELECTED COMMITTEE:**

The business, property, and affairs of the Association shall be managed and governed by the Management Committee consisting of five (5) members who have been duly elected in accordance with the Declaration and these Bylaws.

#### **ELECTION, TERM AND VACANCY:**

Committee Members will serve for a three (3) year term, except any elected or appointed due to vacancy. Elections of Committee Members shall be scheduled so that the term(s) in office of no more than 2 members of the committee will expire in the same year. Officers of the Management Committee shall hold office until their respective successors are elected or until their death, resignation or removal. If any officer ceases to be a Unit Owner, his membership on the Management Committee shall thereupon be terminated. Any Officer of the Management Committee who fails to attend at least one of any three consecutive Management Committee meetings or fails to attend at least fifty percent (50%) of the Management Committee meetings held during any calendar year shall forfeit his membership on the Committee. Any Officer of the Management Committee may resign at any time by giving written notice to any remaining Management Committee officer.

#### **MULTIPLE VACANCIES:**

In the event of multiple vacancies requiring an election, the newly elected officers will complete the terms of the officers they replace. The election committee shall ensure that the candidates are aware and agree that if elected they will serve only a partial term, rather than a full three-year term. The elected replacement officer with the most votes will be deemed to fulfill the longest remaining vacated term and proceeding down to the officer with the least votes to fill the remainder of the shortest vacated term.

#### **HOLDING OF ANY TWO (2) OR MORE OFFICES:**

Any one person may hold any two or more offices on the Management Committee, except the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

#### **MANAGEMENT BY AN INDEPENDENT MANAGEMENT COMPANY:**

Upon approval of the majority of the owners and approval from the Management Committee, the daily business, property management and affairs of the Association may be managed by an independent Management Company who may receive a monthly fee paid by the Cornerstone Condominiums Homeowners' Association. Any such professional Management Company thus contracted to manage the affairs of the Cornerstone Homeowners' Association shall function under the direction of the elected Management Committee.

## **Article 7**

### **INDEMNIFICATION**

#### **INDEMNIFICATION:**

The HOA shall indemnify Management Committee Officers, and Sub-committee members against any and all expenses, including legal fees, reasonably incurred by or imposed upon such Management Committee or Sub-committee member in connection with any action, suit, or other proceeding to which he or she may be a party by reason of being or having been an Officer, or Sub-committee member. Appropriate liability insurance will be carried by the HOA to cover Management Committee and Sub-committee members.

#### **SCOPE OF INDEMNIFICATION:**

The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested members, or otherwise, both as to action in his or her official capacity, and as to action in another capacity while holding such office. The indemnification authorized by this Article shall apply to all present and future Management Committee Officers and Sub-Committee Members of the Association and shall continue as to such persons who cease to be Officers, and committee members of the Association and shall inure to the benefit of their heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

#### **PAYMENTS AND PREMIUMS:**

All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute expense of the Association and shall be paid by the Association.

## **Article 8**

### **MEETINGS**

#### **MANAGEMENT BUSINESS MEETINGS:**

The Management Committee will select the time and place to hold their business meetings. This may be monthly or at any other time they deem necessary. The date, time, and place of future scheduled management business meetings will be announced in the Cornerstone Sunshine Courier and/or on the Management page of the HOA Website. Any Unit Owner may attend such meetings. If a Unit Owner desires to have an item placed on the agenda, he/she may do so by furnishing written description of the topic they wish to address to the Management Committee Secretary at least twenty-four hours (24 hours) before such meeting. It is requested that the written request outline the topic in enough detail to permit adequate allotment of time to be reserved during the meeting.

#### **SPECIAL UNIT OWNERS MEETINGS CALLED BY THE COMMITTEE:**

Special HOA Unit Owners meetings may be called by the Management Committee. Such meetings will be called when Officers of the Management Committee feel a matter, or matters are of such importance as to require the attendance of Unit Owners. Management Committee will issue a written notice per Notification of Meetings below.

## **SPECIAL MEETINGS CALLED AT THE REQUEST OF UNIT OWNERS:**

A Special Meeting may be held upon the written request of members holding not less than twenty-five percent (25%) of the undivided ownership interest in the Complex. Such written request shall state the purpose or purposes of the requested meeting and shall be delivered to the President or the Secretary of the Committee. The Committee Officers will evaluate such request and may hold a private meeting with the requesting parties to ascertain a full understanding of its purpose. Management Committee will issue a written notice per Notification of Meetings below and include a list of the names of those Unit Owners who are requesting such a meeting.

## **ANNUAL MEETINGS:**

The Annual Meeting of Members shall be held the third Tuesday in January of each year, at a time and place to be determined by the Management Committee, for the purpose of electing new Management Committee Officers, and transacting such other business as may come before the meeting. If final election results with sufficient total votes to be valid is to be announced at the meeting where a quorum is not present the results of the election are still valid. The place of meeting shall be at a location in Salt Lake County, Utah, specified in the notice of meeting. Management Committee will issue a written notice per Notification of Meetings below. The nomination and election of Management Committee Officers will be held in accordance with these Bylaws. If the election of Management Committee Officers cannot be held on the day designated herein, the Management Committee shall cause the election to be held at a Special Meeting of the HOA Members, to be convened as soon as possible.

## **NOTIFICATION OF MEETINGS:**

The Committee shall cause notice of the time, place, and purposes of all meetings shall be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each Member of record. Delivery will be via the Unit communication tubes, email, Cornerstone web site notification, newsletter announcement or, if requested by mail to each Owner at the last known mailing address. No notice of any Association meeting shall be required if a waiver of such notice is signed by all the Owners.

## **TRANSACTION OF BUSINESS:**

- a) Any business brought before a meeting of unit owners, shall require a Quorum as specified in b) immediately below. All proxies shall be in writing and shall be delivered to the Secretary of the Management Committee at least twenty-four (24) hours prior to the meeting. A facsimile of a written proxy is shown in **EXHIBIT "D"** of the Declaration and shall be the only authorized proxy form that will be accepted by the Secretary, unless another form is designated by the Committee.
- b) **QUORUM:** A Quorum for the transaction of business at an Owners' meeting shall consist of at least fifty-one percent (51%) of all the undivided ownership interest in person or by proxy, except where by express provisions of the Act, the Declaration, or these Bylaws a greater number is required in which event a Quorum shall be the percentage ownership interest required by such act or rule. In the event a Quorum (including proxies) is not present at an Owners' meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours, and no later than forty-five (45) days after the time set for the original meeting. The Committee will attempt to notify all Owners of the nature of the meeting and importance to be present by attendance, or by proxy to make up a Quorum. The transaction of business will take place when an appropriate quorum to do so is assembled.

# **Article 9**

## **VOTING PROCESS**

### **Election Committee:**

At least six weeks before the scheduled Annual Cornerstone Condominium HOA meeting an Election Committee, consisting of a minimum of three (3) persons shall be assigned by The Management Committee. Their duties shall consist of the following:

- a) Potential Candidates: Select Unit Owners who are willing to serve as Officers of the Management Committee to replace those whose term of office is to be completed.
- b) Number of Candidates: The number of candidates will be at least two (2) times the number needed to fill the impending vacancies.
- c) Notification: The Election Committee shall notify The Management Committee of their selections no later than 4 weeks prior to the Annual HOA Meeting.
- d) Acceptance: Each Candidate selected shall furnish the Election Committee a written statement that they will accept the nomination and will serve if elected.
- e) Resumé: Each Candidate selected shall furnish the Election Committee a brief written resumé to be published to all qualified voters.
- f) Ten days before election: Election notice, candidate resumés, sample ballot, and a proxy form as shown as EXHIBIT D in the Declaration shall be distributed to each Unit Owner per Article 8 Notification of Meetings.
- g) Voting Ballot: The Election Committee shall help to prepare the voting ballot.
- h) Proxy form: For a Proxy to be valid it must be the form provided in the official notification and must be returned to and on file with the Management Committee Secretary at least 24 hours prior to commencement of the Annual HOA Meeting.
- i) Absentee Ballots: The Election Committee will send Absentee Ballots to Unit Owners known to be absent; they will be mailed to the last known mailing address. Absentee ballots must be returned to and be on file with the Management Committee Secretary at least 24 hours prior to the close of balloting as herein described.

### **Nominations by Petitions:**

- a) Petition nominations: Nominations by petition may be submitted to the Elections Committee.
- b) Signature requirement: Such petitions shall require the signatures of a minimum of twenty-five (25) Unit Owners and signed by the nominee(s) named.
- c) Nominee acceptance: The nominee(s) must indicate in writing, his/her willingness to serve as an Officer of The Management Committee, if elected.
- d) Resumé: Those nominated by petition shall provide, to the Nominating Committee, a brief written Resumé, which will be published along with those others who have been nominated by the Nominating Committee. This shall be completed at least two weeks before the election date
- e) Placed on Ballot: All nominees, by any qualified process will be placed on the ballot for the election as shown above.

### **The Voting Process:**

- a) Location: Voting shall take place at the Community Center during a two (2) day period which shall be the day before and the day of the annual meeting of Homeowners.
- b) Voting time: The Community Center shall be open at a time determined and advertised

- by the Management Committee for voting.
- c) Voting management: The Voting area will be managed by at least one of the Election Committee and will be monitored and supervised by the Management Committee Secretary.
  - d) Only qualified Members of Record are eligible to vote in any election or to cast ballots pertaining to any issue requiring a vote of the members of the Home Owners Association. Qualified members may vote in person or by authorized proxy as described in paragraph f) below.
  - e) Voting for elected office will be by printed ballot. Ballots will be placed into a secured ballot box monitored by a member of the Elections Committee and the Management Committee Secretary.
  - f) Proxy Vote. In lieu of voting in person, a qualified Homeowner may vote by proxy, which may only be done using the Official Proxy Facsimile shown in Exhibit D of the Declaration. This proxy form must be filed with the Management Committee Secretary at least 24 hours prior to the beginning of voting. After the proxy form is appropriately presented to the Management Committee Secretary, the Secretary will verify that the Homeowner using a proxy vote has not previously cast a vote. If the Homeowner has not cast a vote, the Secretary will provide a ballot to the indicated proxy to be marked and placed into the secured ballot box as are the normal ballots. The ballot so cast must be marked that it was cast by proxy.
  - g) Ballot counting: Upon the close of voting, one or more members of the Election Committee, along with the Management Committee Secretary will tabulate the ballots in the Community Center in the absences of all except members of the associated committees.
  - h) Election determination: The Elections Committee will determine if sufficient votes have been cast to reach the required simple majority of fifty-one percent (51%) of the Unit Owners to represent a quorum then the election winner or winners will be the person or persons receiving the larger number(s) of votes cast. The Elections Committee will report the winners to The Management Committee.
  - i) Insufficient votes: If the required number of votes have not been cast to form a quorum, the Management Committee will call for an adjournment as described in Article 8 Transaction of Business b) herein to call for a continuation of the balloting.

## **Article 10**

### **ASSESSMENTS**

#### **PERSONAL OBLIGATION AND LIEN:**

Each Unit Owner shall be deemed to covenant and agree to pay to the Association the monthly and the special assessments described in this Article. No Owner may exempt himself or his Unit from liability for payment of assessments by waiver of his rights concerning the Common Areas or by abandonment of his Unit.

## **PURPOSE OF ASSESSMENTS:**

Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the complex. The use made by the Association of funds obtained from assessments may include payment of cost of: (a) Insurance on the basic building structure and the Common Areas, (b) Community Center repairs and maintenance, Subcontractor(s), (d) maintenance, repair and improvement of the Common Areas, (e) establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas, and (f) any expense necessary to enable the Association to perform or fulfill its obligations, functions, or purposes under the Declaration or its Articles of Incorporation.

## **MONTHLY ASSESSMENTS:**

Each Unit shall be subject to a monthly assessment. The monthly assessment may be increased or decreased up to ten percent (10%) in any 12- month period as determined by the Management Committee, to cover routine operating expenses, including inflation. Any increases or decreases in excess of the ten percent (10%) limit must be approved by fifty-one percent (51%) of the Unit Owners of membership.

## **SPECIAL ASSESSMENTS:**

Special assessments may be levied 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; {b} the repair or replacement of an improvement upon the Common Areas, {c} Community Center repair or replacement. Any such special assessment must be approved by fifty-one (51%) percent of the vote of the Cornerstone Condominiums Homeowner's Association.

## **UNIFORM RATE OF ASSESSMENT:**

Both monthly and special assessments shall be fixed at a uniform rate for all Unit Owners, with the exception of any special services selected by individual owners.

## **MONTHLY AND SPECIAL ASSESSMENT DUE DATES:**

The monthly and special assessments provided for herein shall commence to all Units on the first day of the month. A written notice of the amount and first due date of the assessment shall be given to each Unit Owner at a minimum of thirty (30) days prior to the effective date of any change in the amount of the monthly fee and/or special assessment of the CCHOA.

## **CERTIFICATE REGARDING PAYMENT:**

Upon the request of any Unit Owner, prospective purchaser, or encumbrancer of a Unit the Association shall issue a certificate stating whether or not all assessments respecting such Unit are current and, if not, the amount of the delinquency. Such Certificate shall be conclusive in favor of all persons who in good faith rely thereon. Such certificate shall be signed by the President and/or Treasurer.

## **EFFECT OF NONPAYMENT REMEDIES:**

Any monthly and/or special assessment not paid when due shall, together with the hereinafter provided for interest and cost of collection, constitute and remain a continuing lien on the Unit. The person who is Owner of the Unit at the time the assessment falls due shall be and remain personally liable for payment. Such personal liability shall remain as a lien against the property until paid. If the assessment is not paid within thirty (30) days after the date on which it

becomes delinquent, there will be a penalty fee added to the existing balance per month for the date of delinquency, and the Association may bring an action either against the Owner who is personally liable or foreclose the lien against the Unit. Any judgment obtained by the Association shall include reasonable attorney's fees, court costs, and each and every expense incurred by the Association in enforcing its rights.

## Article 11

### SPECIFIED MAINTENANCE GUIDELINES

Recognizing the obligation of the HOA Management Committee to protect the public image of the Cornerstone Community, the following guidelines are specified in order to help balance expectations of unit owners and the Committee regarding cosmetic appearance, functionality, and cost.

1. **For Common Areas and Limited Common** areas paved with concrete, the HOA will repair the following:
  - a) cracks with one side greater than 1/4" above the other which present a risk of tripping to pedestrians,
  - b) insufficient slope to assure drainage of water away from any building and toward a storm drainage channel,
  - c) cracks permitting water to flow through to the pavement base, and
  - d) concrete structures which have become dysfunctional.

Repairs of cracks, sinking, heaving, and/or spalling will be optional and at the discretion of the HOA Management Committee. At their own cost, one or more nearby unit owners may request written permission from the management committee to make other repairs.

2. **Patios** have been declared in the Declaration to be limited common areas; but their maintenance and HOA approved modification including fences, gates, and proper drainage is the unit owner's physical and financial responsibility. However, any utility lines such as water, sewer, gas, and/or others which pass beneath these structures remain the responsibility of the utility provider and/or the HOA. Should the integrity of the underlying utility lines be compromised and require repair, the utility service provider or HOA will be responsible for opening the overlying patio or pad, making the repairs, and restoring the overlying structure to its pre-existing condition. The utility service provider or HOA may seek compensation from the unit owner to the extent owner negligence of patio and/or parking pad maintenance is proven to contribute to failure of the utility line.
3. **Parking pads** have been declared in the Declaration to be limited common areas. Associated unit owners will be responsible to keep them clean and free of debris. The HOA will assure proper drainage and freedom from trip hazards. Excess pad maintenance expenses resulting from pad augmentation by the owner may be charged to the unit owner.

## Article 12

### BUDGET

The budgeting process is a prerequisite to determine the required assessments from Unit Owners to fund the day-to-day operations and provide for future major repairs and replacements and deferred maintenance (also known as Reserves or Capital Improvements). The Management Committee shall prepare and distribute to Unit Owners, at least fourteen (14) days in advance of a special budget meeting or the Annual Homeowners Association meeting, a proposed budget for

the coming fiscal year. There will be an open discussion for questions and suggestions before the final adoption of the budget by the Management Committee. The budget is comprised of two (2) categories:

**OPERATING BUDGET:**

**INCOME:** (Including, but not limited to)

- a) Unit Owners Monthly Assessments
- b) Special Assessments
- c) Overflow Parking rental income.
- d) Bank Interest Income
- e) Late Fees from Monthly/Special Assessments
- f) Community Center rental

**EXPENSES:** (Including, but not limited to)

- a) Management Company
- b) Repairs and Maintenance. (Buildings, Driveways, Roads, Sprinkler Systems, Exterior Light Fixtures and Bulbs, Peripheral Fence surrounding the Complex, etc.)
- c) Taxes
- d) Insurance
- e) Security
- f) Garbage Collection
- g) Committee Expenses
- h) Utilities
- i) Snow Removal
- j) Newsletters
- k) Legal and Accounting Fees
- l) Office Expenses
- m) Landscaping

**RESERVE BUDGET:** (Including, but not limited to)

Reserve expenses are major expenses that occur other than annually. These funds may be used for anyone of the areas listed below. However, the Management Committee may use these funds for emergencies. Monies used for such emergencies shall be replaced to the designated component as soon as possible.

- a) Roof Replacement
- b) Road Replacement
- c) Curb & Gutter Replacement
- d) Street Slurry Coatings
- e) Major Water Drainage Solutions
- f) Exterior Lighting Replacement or Additions
- g) Community Center maintenance
- h) Rock Garden maintenance
- i) Peripheral fencing and Entrance.
- j) Outside Painting
- k) Repair of Damage not covered *by* HOA Insurance



## **Article 13**

### **MODIFICATION OR CHANGES TO UNIT**

#### **Patio Covers/Awnings:**

Patio covers/awnings may be purchased by a Unit Owner and shall be installed only by authorized approved installer. Covers should not extend over any fence. They should be solid or retractable. The cost, maintenance and insurance are completely the responsibility of the Unit Owner. Covers must be attached to the building and shall be below the roof line under the eaves. Color should not contrast or detract from the existing architectural and presentation.

#### **Storm - Screen Doors - Handrails:**

1. Storm or Screen doors may be attached to any outside door provided they are of quality construction and have been painted with white enamel. They should be of solid construction (preferably of steel material) and should be like or similar to those previously approved and installed, so as not to detract from the appearance of the Complex. They should be of such good quality and installation as not to affect, adversely, the value, or use of any other Unit. It shall be the responsibility of the Unit Owner to properly install and maintain such Storm or Screen doors. Unit Owner is responsible for insurance and liability and cost of maintenance.
2. External handrails for stairs should be of the same style of white painted wrought iron as installed initially in the complex or be a white handrail made of aluminum or vinyl when approved by the management committee.

#### **Attic Fan:**

Attic Fan may be installed only by authorized approved installer. Electricity and maintenance shall be the responsibility of Unit Owner.

#### **Window Well Covers:**

Window Well Covers: Will be provided by the Unit owner to avoid accumulated water in window wells. Water damage caused by rain, run off or sprinkler water that could be otherwise avoided by window well covers will not be the responsibility of the Association but will be assumed by the Unit owner. It is recommended that the covers be of acrylic, vinyl or other durable, clear material that will prevent accumulated water in window wells.

#### **Fences:**

Any fence replacement shall be with vinyl fencing only, and no new fence of any kind may be installed which has not previously been approved in writing by the Management Committee or its designee.

## **Article 14**

### **LEASING OR RENTING OF UNITS**

#### **Leased or Rented Units**

The number of Units leased or rented to be in accordance with the Declaration Article III Paragraph 17. When a Unit is leased, rented or otherwise made available to a person other than the Unit Owner the following rules will apply:

1. The Unit Owner shall be responsible for all fees, assessments and other payments to the Association. The Management Committee is willing to receive any such payments from renter or lessee but will not be responsible for the collection of these funds from the renter or lessor.
2. Adherence to the Declaration, Bylaws, and Rules and Regulations required of the Unit Owner will also be required of all residents, occupants, renters and lessees of the unit.
3. No transient or temporary rental/lease is permitted.
4. All rentals or Leases must be for a term of not less than six (6) months.
5. No seasonal resort, hotel, corporate, executive rentals are permitted.
6. The Unit Owner will be responsible for supplying the renter/lessee a copy of the Bylaws and the Declaration and will be responsible to make sure they are adhered to by the resident.
7. In the event a renter or lessee does not adhere to the conduct specified by the Declaration, Bylaws and Rules and Regulations the Management Committee shall hold the Unit Owner responsible and may impose any action permitted by the Declaration and Bylaws for enforcement thereof upon the Unit Owner directly.
8. Additional copies of the Declaration, Bylaws, and Rules and Regulations may be obtained from the Management Committee as explained in the Preface of the Rules and Regulations.

## **Article 15**

### **INSURANCE**

#### **GENERAL:**

Insurance is provided as specified in the Declaration Article III, Paragraphs 41 and 42 with all their subparagraphs. Each Owner is required to obtain their own coverage, sometimes referred to as “Condo” insurance, at least sufficient to cover the deductible on the HOA policy.

#### **DAMAGE, CLAIMS AND INSURANCE COVERAGE:**

- A. Damage:** Each owner, renter, lessee is responsible for the damage caused by him/her, his/her family, friends, guests, or invites, and shall indemnify the Association and hold it harmless therefrom.
- B. Personal Insurance:** Each owner shall be responsible for *adequate* Condominium insurance covering his/her Unit, personal property, furniture, furnishings, fixtures and appliances, floor coverings of any kind and external additions or decorative alterations to the original building unique to an individual unit.
- C. Lessee, or Renter Personal Insurance:** Each Lessee or Renter shall be responsible for insurance coverage on their own personal property.
- D. Claims:** Claims of owners must first be submitted to the Unit Owner’s insurance carrier without regard to the insurance of the Association. No Owner, renter or lessee may make a claim against the Association for property damages to his/her Unit or personal property located herein if he/she is uninsured or his/ her claim has been denied by his/her insurance carrier, unless the loss or damage was caused by or the responsibility of the Association.
- E. Conditions for Claim:** Although covered by the Association’s insurance policy, if the claim is less than the deductible, the Management Committee may refuse to submit the claim of an owner, renter, lessee to the Association’s insurance carrier, if, in the sole

discretion of the Management Committee: (a) the damage or loss was caused by the owner, renter, lessee, his/her family, friends, guests or invites, (b) the submission might result in the cancellation of the Association's insurance policy, (c) a substantial increase in the premium cost would result, such that it would be unfair or inequitable to the other Unit Owners in the Complex, or (d) by submission of the claim an individual gain would be realized by the Unit Owner which would be significantly disproportionate to the common loss to be suffered.

- F. Deductible:** The deductible shall be the responsibility of and shall be paid by the party who would be liable for the loss, damage, claim, or repair in the absence of insurance, and, in the event of multiple responsible parties, the loss shall be allocated in relation to the amount each party's loss bears to the total.

## **Article 16**

### **TRANSFER OF TITLE**

#### **SINGLE FAMILY UNIT:**

Each Unit shall be used only as a single-family residence. Units shall not be used, occupied or altered in violation of law, so as to jeopardize the support of any other Unit, so as to create a nuisance or interfere with the rights of any Owner, or in a way which would result in an increase in the cost of any repairs and maintenance, water usage, insurance for the Common Areas, Community Center, or Overflow Parking Area.

#### **SELLING UNIT:**

1. UNIT Owners' shall sell their unit as a single-family residence and shall note in such contract, that **Parking other than in your own garage or parking pad may not be available**"
2. Management Committee will not become involved in the Real Estate end of marketing for the Unit Owners. Realtors are welcome to write letters and contact people individually by mail, but not door-to-door solicit members.

## **Article 17**

### **AMENDMENTS TO THE BY-LAWS**

Except as otherwise provided by law, by the Articles of Incorporation, or the Declaration these Bylaws may be amended, altered or repealed and new Bylaws adopted by the members of the Association upon affirmative vote of at least fifty-one percent (51%) majority of the Unit owners.

## **Article 18**

### **ERRORS – GRAMMER**

All errors in wording or grammar have been carefully compared and retained in order not to risk altering the original intent of the Bylaws or its subsequent amendments. When discovered, errors in punctuation will be consistently corrected where the original intent and meaning is not affected.

## Article 19 GENDER

The use of the masculine gender in the Declaration or these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.


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### Bylaws Certification

The Officers of the Cornerstone Condominiums Homeowners Association hereby certify that the foregoing are Bylaws of the Cornerstone Condominiums Homeowners Association Declaration of Covenants, Conditions and Restriction, dated Sept 16, 2019. We further certify that these Bylaws were duly adopted by the process specified in the Declaration.

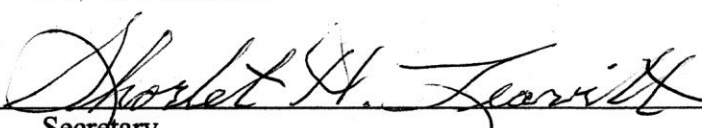
These Bylaws are executed and are affective as of the recording date of the Declaration.

#### THE MANAGEMENT COMMITTEE

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
1st Vice President

  
\_\_\_\_\_  
2nd Vice President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer